

License-Agreement “Engineering Hub”

Version 1.0 – 12.04.2021

A copy of this document is part of the installation file and the installed software.

1. Parties to this Agreement

Contractor is Daimler Protics GmbH, Gutenbergstraße 19, 70771 Leinfelden-Echterdingen.

Customer is either a legal entity/enterprise or consumer according to §§ 13, 14 German Civil Law (“BGB”). The below sections apply to legal entities and consumers alike unless the specific section provides otherwise.

2. Conclusion of this Agreement

The Parties enter into this Licence Agreement (hereinafter “Agreement”) by the customer registering for the usage of the software “Engineering Hub”, which the Contractor offers as a cloud-based solution.

This Agreement regulates the mutual obligations of the parties and describes the service-obligations of Contractor conclusively and completely.

3. Definitions

For the purpose of this Agreement the following definitions shall apply:

“**Business Secret**” shall mean any information of Contractor that is designated as “business secret” under section 2, no. 1, of the Act on the Protection of Business Secrets (GeschGehG) and over that Contractor obtains the rightful control pursuant to Section 2, no. 2, GeschGehG.

“**Confidential Information**” shall mean any information which are not Business Secrets and which are received by Customer under or in connection with this Agreement (i) that has been labelled as “confidential information” or similar by Contractor or (ii) that has to be regarded as confidential due to its nature or the circumstances of its disclosure. The following information shall not be regarded as Confidential Information: Information which (i) was independently developed by Customer without aid, application or use of the Confidential Information, (ii) was disclosed to the Customer by a third party without breach of a confidentiality obligation, (iii) is or becomes generally available to the public through no fault or breach of the Customer, or (iv) the Customer can demonstrate to have it rightfully in its possession prior to disclosure without being bound by confidentiality obligations.

“**Contractual Services**” shall mean the “Engineering Hub” Subscription.

“**Customer**” shall mean the company or consumer, who registers for the Contractual Service.

“**Customer Data**” means all data (e.g. files, texts, audio, video, pictures, descriptions, personal data), software, applications and any other content and material in any format which is provided by Customer or any Eligible User and which is stored in, run on, processed by or created by the Engineering Hub-Subscription of the Contractor.

“**Data Protection Laws**” means any applicable law deemed to protect Personal Data including any rules, guidelines or other authoritative interpretations issued hereunder by the Data Protection or Supervisory Authorities.

“**Documentation**” shall mean all documentation such as user manuals, maintenance manuals, design documentation, design specifications or operation and installation manuals and other material, on any kind of media, relating to the Engineering Hub Subscription describing, explaining or assisting in the use of the Engineering Hub Subscription which can reasonably be expected to be provided with the Engineering Hub Subscription according to industry standards.

"Eligible Device" shall have the meaning as defined in Section 5.1.2.

"Incident" shall mean an unplanned interruption or disruption with regard to Customer's use of the Engineering Hub Subscription caused by a defect.

"License" shall have the meaning as defined in Section 3.1.2 of this Agreement.

"Party" shall mean a legal entity or natural person that is bound by this Agreement.

"Personnel" shall mean, in relation to a Party, the officers, agents and employees of that Party, but excludes the Personnel of the respective other Party.

"Release" shall mean the issuance of any patch, update, and/or upgrade by Contractor.

"Engineering Hub Subscription" or "Subscription" shall mean the subscription-based, hosted and operated on-demand software solution "Engineering Hub" provided by Contractor under this Agreement which is described and specified in **Schedule 1** (Subscription Description).

"Subcontractor" shall mean any third party person, corporation or other entity engaged by Contractor for the performance of the Contractual Services.

"Subscription Period" shall mean the term during which the Engineering Hub Subscription shall be provided by Contractor, as set out in this Agreement.

All capitalized terms used in this Agreement shall be considered references to those terms as defined in this Agreement.

4. Term and Termination

4.1 Commencement Date, Term

This Agreement shall commence on the date that the Customer accepts this Agreement by in accordance with Section 2 above and shall be in force until terminated according to the provisions set out hereafter.

4.2 Trial Period

Contractor offers the opportunity to use the Engineering Hub Subscription for an initial period during which no fees apply and during which Customer can test the Engineering Hub Subscription (the "Trial"). Information about Trials, in particular terms and restrictions of the Trials, is made available by Contractor on the [website](#). The trial period ends automatically without any further Customers obligation. A trial can only be granted once per Customer.

4.3 Regular Term & Termination

Yearly Subscriptions are automatically renewed for another year, unless terminated by either Party upon not less than 1 month prior notice as of the end of the subscription period. Monthly Subscriptions (this includes Subscriptions for daily rates and monthly rates, which are both charged monthly) are automatically renewed for another month, unless terminated by either Party upon not less than 1 day prior notice as of the end of the subscription period. Daily or Monthly SaaS_Subscriptions end automatically without the need for a notice of termination.

E-mail is sufficient for termination

4.4 Termination for Good Cause

Either Party shall have the right to terminate this Agreement for good cause according to statutory law.

5. Subscription

5.1 Scope, Usage Rights and License Model

5.1.1 Scope

Engineering Hub Subscription shall comprise the provision of an on-demand software solution hosted, supported and operated by Contractor as specified in **Schedule 1** (Engineering Hub Subscription Description).

5.1.2 Usage Rights

Contractor grants the Customer the non-transferable, non-exclusive right to use the Engineering Hub Subscription and the Documentation for its business purposes during the relevant Subscription Period with a certain predetermined number of entitled Devices in accordance with the license Model under Section 5.1.4 below ("**Eligible Devices**") in accordance with **Schedule 1** ("**License**"). The territory of the License shall be worldwide.

5.1.3 Prohibited Use

To the extent this is not permitted under mandatory law, Customer shall be prohibited to copy, translate, disassemble, decompile, reverse-engineer or otherwise modify the Engineering Hub Subscription or the Documentation. In addition, Customer is not permitted to use the Engineering Hub Subscription in a way that violates applicable law, in particular by transmitting information or data which are illegal or infringe third party intellectual property rights, or to use the Engineering Hub Subscription in a way that puts at risk or circumvents its security.

5.1.4 License Model

The Engineering Hub Subscription is subject to the license terms as set out in Section 5.1.2 and the further terms as stipulated in Sections 5.1.3, 5.1.5 and 5.1.7. The Parties agree on the following license Model: The license is granted for use by a defined number of Eligible Devices which are entitled to access the Engineering Hub Subscription. The license is bound to determined devices.

5.1.5 Open Source Software

Contractor may use free software or open source software ("**OSS**") when providing the Contractual Services. Customer expressly acknowledges to know the advantages and disadvantages of OSS and OSS licenses, such as e.g. the fact that OSS is provided "as is" without any defects liability, that the Engineering Hub Subscription may contain undisclosed OSS or components of it, disclosure of source code obligations, license compatibility with other products, specific restrictions regarding its use as well as responsibility for compliance with the OSS license terms and conditions. Customer acknowledges that the license terms and conditions of the OSS apply to the respective software components. A list of the OSS licences used and applicable in the current version of the service is available for download here.

5.1.6 Change of Contractual Services

a) Contractor may make changes to the IT infrastructure used for providing the Contractual Services as long as this does not diminish the functionality and security of the Contractual Services. Furthermore, Contractor is entitled to make continuous improvements and updates to the Contractual Services in order to reflect technological advancement.

Contractor shall inform Customer of the change with a reasonable prior notice (normally two weeks before a change becomes effective). If a change to the Contractual Services is not reasonably acceptable for the Customer e. g., because they require the Customer

to make follow-up investments or they impede the Customer's own operations, the Customer shall have the right to terminate this Agreement for good cause, with immediate effect.

5.1.7 Third-Party Products

To the extent rights of use granted to the Customer relate to third-party products (e. g., OSS), such rights of use shall also be subject to any restrictions imposed by said third party on Contractor. Contractor will inform the Customer of such provisions of third parties.

5.1.8 Usage of findings, concepts, processes, methods, know-how, procedures

Irrespective of the foregoing provisions, all rights and rights of use in the findings, concepts, processes, methods, know-how, procedures etc. which will be developed by Contractor in the context of providing the Contractual Services shall exclusively vest in Contractor. This shall not comprise any information or data which belong to the Customer including, without limitation, any Confidential Information and Business Secrets of the Customer pursuant to Section 8 (Confidentiality).

5.1.9 Reporting and Contractor Audits

Contractor is entitled to undertake an audit with regard to the contractual use of the Contractual Services. The Customer agrees that Contractor has the right, subject to a 15 (fifteen) days prior notice, to demand in writing (e-mail is sufficient) the review of Customer's use of the Contractual Services. As part of such audit Contractor or an authorized representative is entitled to inspect records, systems and premises (including serial numbers of the hardware) of the Customer to safeguard that the use of all materials of Contractor is in accordance with the terms contractually agreed upon. The audit shall take place during Customer's regular business hours shall not disturb the ordinary course of the business of the Customer.

In the event that the audit reveals any use of the Contractual Services by Customer which is not allowed under this Agreement, the Customer has the duty to pay within 30 (thirty) days after a written order – in addition to the fees for all the use of the Contractual Services which is not covered by this Agreement – the necessary costs of the audit, in particular fees for auditors and legal support. If the corresponding payment is not rendered Contractor is entitled to end the technical support and to cancel this Agreement in total without any period of notice for cause. Additionally, Contractor reserves the right to pursue any other remedies.

5.2 Hosting environment / Availability of the Engineering Hub Subscription

5.2.1 Hosting environment

The Engineering Hub Subscription will be hosted, supported and operated by Contractor on a hardware environment which is provided by Amazon Web Services but controlled by the Contractor.

5.2.2 Customer Data and Compliance with Applicable Law

The Contractor shall at all times (i) secure the Customer Data stored on and/or transmitted with the Engineering Hub Subscription against unauthorized access or use and (ii) comply with any law applicable to Contractor's provision of the Engineering Hub Subscription.

5.3 Customer Data

Within the scope of the service provision, all Customer Data is only processed without being stored. As between Customer and Contractor, all Customer Data is and will remain the exclusive property of Customer. Customer grants Contractor, Contractor's affiliated companies (sec. 15 AktG) as well as Contractor's subcontractors the non-exclusive right to use the Customer Data to the extent required for providing the Contractual Services (including without limitation the making of back-up copies).

Unless set forth otherwise in this Agreement, in order to improve the Contractual Services offered to the Customer, the Customer shall make the Customer Data available to

Contractor on a non-exclusive basis for the purpose of expanding the statistical database which however requires the prior anonymization of the Customer Data in such a way that identification of the person concerned is no longer possible for anyone and provided that no third-party IP-rights are infringed. Furthermore, anonymized data as well as feedback are used to continuously improve existing Contractual Services or create new services which can be made available to the Customer provided that no third-party IP-rights are infringed. The rights (including without limitation intellectual property rights and respective rights of use) in the existing but also in the newly emerging services shall vest in Contractor, if not explicitly agreed otherwise.

5.4 Backup and Data Retention

As no Customer Data is stored, no Backups of the Customer Data is performed by Contractor.

5.5 Liability for Defects

- 5.5.1 The Engineering Hub Subscription shall conform with the product description set out in the **Schedule 1** (Engineering Hub Subscription Description). Beyond that, the Engineering Hub Subscription is provided "as is". Contractor does not assume any guarantees.

The provision of the Engineering Hub Subscription and Contractor's liability for defects shall be governed by the laws on the rental of goods (Sec. 535 et seq. BGB) and - in case of defects during a trial-period – by the laws on loan (Sec. 598 et seq. BGB) . Damage claims which are based on defects of the Engineering Hub Subscription are governed by Section 15 below.

- 5.5.2 Both Parties acknowledge that, according to the present state of the art, it is not possible to produce a completely error-free complex software product. Consequently, the agreed quality of the Engineering Hub Subscription does not imply that no program errors may occur, but only that the Engineering Hub Subscription does not contain errors which affect their usability in a more than just unsubstantial way.
- 5.5.3 Customer shall promptly notify Contractor in text form (with e-mail being sufficient) of any defect, specifying as precisely as possible the effect of the defect and the circumstances in which it occurred.
- 5.5.4 If Contractor actually identifies a defect after receipt of the notification of a defect, Contractor shall endeavor to remedy the defect as soon as possible. Contractor is entitled to select the type of remedy at its sole discretion, e.g. by providing a new release, a new version or another replacement delivery within an adequate period of time.
- 5.5.5 The Customer shall assist Contractor to a reasonable the extent and, especially, provide documents and information required by Contractor for analyzing and eliminating the defect.
- 5.5.6 In case of a defect of the Engineering Hub Subscription, the Customer may execute the reduction of the Subscription Fee only if he has notified the Contractor of such reduction in writing at least one month prior to the due date (*Fälligkeit*) of the Subscription Fee and only if the Customer is not in default (*Verzug*) with his payment obligations. Claims the Customer may have according to Sec. 812 BGB shall remain unaffected.
- 5.5.7 If it turns out that the defect as notified by Customer does not qualify as a defect under Sec. 536, paragraph 1, BGB, Contractor is entitled to charge Customer for the time spent and costs at the market rate, except where the Customer can show that the misqualification as a defect was not due to the Customer's fault.

- 5.5.8 Contractor is entitled to bypass an eventual defect if the remedy of the defect itself would require an unreasonable effort and if the bypass does not unreasonably impair the runtime and response time of the Engineering Hub Subscription.
- 5.5.9 Contractor's strict liability (*verschuldensunabhängige Haftung*) for defects that existed already at the time of conclusion of this Agreement according to Sec. 536a, paragraph 1, alt.1, BGB (German Civil Code) is excluded.
- 5.5.10 The Customers right of termination for non-provision pursuant to Sec. 543, paragraph 2 sentence 1 no. 1 BGB shall be excluded unless the provision of the services is to be regarded as having failed permanently.
- 5.5.11 Without prejudice to Section 15, in case of defects of third-party products (if any) or third party work results contained in the Engineering Hub Subscription, Contractor shall have the right to satisfy any claims of Customer with respect to such defects by assigning its own claims against the third party in question to the Customer. Contractor shall provide all information and support reasonably required to enable Customer to enforce the assigned claims against the third party. Insofar as the Customer is a consumer within the meaning of § 13 BGB, the following shall apply: If the third party does not fulfil the Customer's claims for defects despite serious out-of-court attempts by the Customer, the Contractor shall indemnify the Customer.
- 5.5.12 Contractor shall not be held liable for defects of the Engineering Hub Subscription in those cases where the defects are due to one of the following circumstances: (a) information not provided by the Customer, incorrect or incomplete information delivered by the Customer, objects not provided by the Customer, defective or incomplete objects provided by the Customer, missing, incorrect or incomplete acts of cooperation or deliverable work results by the Customer, (b) Customer's use of the Contractual Services contrary to this Agreement; (c) changes, damages, incorrect use or comparable acts on the part of the Customer; (d) the combination with or linkage of Contractual Services to work results provided by the Customer and not expressly declared acceptable by Contractor.
- 5.5.13 During a trial-period, Contractor shall only be liable for damage occurring in the event of fraudulent intent.
- 5.5.14 A set-off or retention of the Subscription Fee by the Customer is only permissible with claims that are undisputed or finally granted by a court (*rechtskräftig festgestellt*).
- 5.5.15 Insofar Customer is a company according to Sec. 14 BGB, Customers Claims for defects shall become time-barred after 12 months; this does not apply to claims for defects arising from injury to life, body or health which are based on a negligent breach of duty by the Contractor or an intentional or negligent breach of duty by a legal representative or vicarious agent of the Contractor, or from a grossly negligent breach of duty by the Contractor or on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the Contractor.
- 5.6 Customer Obligations**
- 5.6.1 To the extent Contractual Services rendered by Contractor require standard software, program tools or auxiliary programs, the procurement and maintenance thereof as well as the procurement and maintenance of the necessary hardware is generally the sole responsibility of the Customer.
- 5.6.2 In order to be able to use the full 3D functionality of the Engineering Hub-Software, compatible VR glasses are required; these are not part of the service provided by the Contractor but are to be provided by the Customer at its own responsibility. Compatible VR-glasses are listed in **Schedule 2**

5.6.3 Without being asked to do so, the Customer shall inform Contractor of any requirements and processes typical for the industry or specific to its company if those are relevant to Contractor for providing its Contractual Services.

5.6.4 If the Customer should fail to cooperate or deliver items as agreed in this Agreement, any deadlines to be observed by Contractor in this connection shall be postponed accordingly.

5.6.5 Neither Customer, nor those that access a Contractual Services through Customer, may use a Engineering Hub Subscription

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to try to gain unauthorized access to or disrupt any service, device, data, account or network;
- to spam or distribute malware;
- in a way that could harm the Contractual Services or impair anyone else's use of it;
- in any application or situation where failure of the Contractual Service could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage; or
- to assist or encourage anyone to do any of the above.

A violation of the terms in this Section may result in suspension of the Contractual Service. Contractor will suspend the Contractual Services only to the extent reasonably necessary. Unless an immediate suspension is required, Contractor will provide reasonable notice before suspending a Contractual Services.

6. Remuneration

6.1 Remuneration

For the Engineering Hub Subscription, Customer shall pay to Contractor the following remuneration ("Subscription Fee"):

VR-Version (limited)	VR-Version (unlimited)
Monthly Subscription: 100 € / Day (Only days with active usage of Subscription are charged in the monthly invoice) or Yearly Subscription 2.000 € / Year Up to 15 collaboration-sessions in cloud- based "Collaboration Rooms" and 50 Single Sessions without collaboration/Month.	Monthly Subscription: 699,00 € / Month Or Yearly Subscription 7.500,00 € / Year
TRIAL free of charge for the duration of the trial-period. Ends automatically.	

6.2 Invoices, Payment Term, Taxes

6.2.1 Invoices Content

Invoices shall be issued in Euro. In addition to the information required by law, the invoice must include the order number; the statutory VAT shall be stated separately if applicable.

6.2.2 Payment Term

In case of yearly subscription, the remuneration will be charged in advance for each commencing Engineering Hub Subscription year and whenever an upgrade or order of additional Engineering Hub Subscriptions is performed by Customer.

In case of Monthly VR-unlimited Subscription, the remuneration will be charged in advance for each commencing Engineering Hub Subscription month and whenever an upgrade or order of additional Engineering Hub Subscriptions is performed by Customer.

In case of monthly VR-limited Subscription, the remuneration will be charged on a monthly basis at the end of each month, based on the days of active usage of the Subscription by User.

All invoices shall be payable within 14 (fourteen) days after Customer's receipt of the orderly issued invoice.

6.3 Default in Payment

6.3.1 Requirements for Default (*Verzug*)

Customer shall be in default upon expiry of the payment term set forth in Section 6.2.2 above.

6.3.2 Suspension of Services

If Customer does not effect its payments, in addition to any of its other rights or remedies available to Contractor hereunder or at law, Contractor reserves the right to suspend the Contractual Services in accordance with applicable statutory provisions until such amounts are paid in full.

6.4 Taxes

The Parties shall pay their respective taxes, levies expenses or other charges in accordance with all applicable laws.

6.4.1 VAT

The amounts to be charged in accordance with the service provision under this Agreement are stated exclusive of any Value Added Tax (VAT). Where any VAT becomes due, this VAT is subject to the applicable VAT law and will be processed by Contractor and Customer in accordance with the applicable laws.

6.4.2 Withholding Tax

- a) The remuneration might be subject to deductions of withholding tax in accordance with the tax laws of the country of the Customer. If there is a double taxation convention in place between the home country of Contractor and the home country of Customer, Contractor may be entitled to obtain an exemption from such withholding tax deduction.
- b) In the event that Customer is obliged by law to deduct withholding tax at the applicable statutory rate and pay such amount to the tax authorities of its home country from any payment under this Agreement, Customer shall be entitled to make such deduction from the remuneration and pay such amount to the tax authorities of the home country of Customer. Such deduction and payment to the tax authorities must not be made if and to the extent Contractor has obtained a certificate of exemption in accordance with the tax laws of the home country of Customer and has provided it to the Customer before the date on which the relevant remuneration becomes payable.

- c) In the event Contractor has not yet obtained a certificate of exemption Customer shall co-operate and reasonably assist Contractor in applying for and obtaining a certificate of exemption required by the tax authorities to relieve Customer from the withholding obligation for future payments.
- d) If Contractor does not hold a certificate of exemption and Customer was obliged to deduct withholding tax from the remuneration, Customer shall reasonably assist Contractor in reclaiming such payments and getting them refunded by the tax authorities.

7. Advertising; Naming as a Reference

Contractor is permitted to use the existence of its business relationship with the Customer and/or the specific content of this relationship or other information that it obtains while performing the Contractual Services for advertising purposes or for other external communication purposes.

8. Confidentiality

8.1 Use of Business Secrets and Confidential Information

All Business Secrets and Confidential Information shall not be disclosed to third parties and shall be used only for the purpose of exercising any rights or complying with any obligations under this Agreement.

8.2 Permitted Use and Disclosure

- a) Notwithstanding the foregoing, Consumer may disclose Business Secrets and Confidential Information to third parties with the prior written consent of Contractor. Consumer will be free to disclose Business Secrets and Confidential Information without the consent of the Contractor on a need-to-know basis:
 - (1) to the extent required by mandatory law, by authorities or by a court; in this event, the Consumer shall if legally permitted inform the Contractor immediately in writing about such obligation,
 - (2) to the extent required for the performance under this Agreement, to its personnel and the personnel of its approved Subcontractors, as the case may be, and to professional advisors if such personnel, subcontractors and professional advisors are bound by contractual or statutory secrecy obligations.
- b) The use and/or the disclosure of Business Secrets by the Consumer shall be allowed to the extent this is required for the protection of a rightful interest, in particular (without limitation)
 - (1) for the detection of an illegal action or a professional or other misconduct if the use or disclosure is suitable to protect the common public interest; or
 - (2) in the context of a disclosure by an employee to employee representatives which is required for the employee representatives to be able to fulfil their duties.
- c) Mandatory statutory rules that permit the use and/or disclosure of Business Secrets remain unaffected.

8.3 Return and Destruction

If this Agreement ends for whatever reason, the Consumer will return each tangible item of Business Secrets and Confidential Information, including documents, contracts, records or properties, and any copies thereof to the Contractor or, in the Contractor's discretion, destroy it and any copies thereof and provide a corresponding certificate to the Contractor, except to the extent that retention of any Business Secret or Confidential Information is required by applicable laws. If Business Secrets or Confidential Information are stored electronically, the Consumer shall delete them instead of destroying them.

- 8.4 The provisions of this Section 8 shall apply indefinitely beyond the term of this Agreement.

9. Data Protection

Contractor and/or its Subcontractors will collect, process and use Personal Data of Customer only in accordance with applicable Data Protection Laws and Regulations, in particular in accordance with the EU-General Data Protection Regulation (GDPR). Information about the processing of personal data, legitimation of such processing and the rights of the Customer according to GDPR are made available by the Contractor [Privacy Policy](#) here.

10. Security Incidents

If Contractor discovers or becomes aware of any security incidents or any suspected unusual activity that may represent a potential security threat, including an actual or potential illegal transfer or access to Customer Data, Contractor will without undue delay (i) notify Customer of such security incident or potential security incident and (ii) investigate the security incident or potential security incident and take all appropriate measures to cure the security incident or potential security incident and prevent it from reoccurring. In any case of security incidents as set out in this Section Contractor will promptly consult with Customer.

11. Subcontractors

Contractor is entitled to use subcontractors. The Contractor shall impose on its Subcontractors confidentiality obligations at least as strict as applicable to the Contractor towards the Customer.

12. Compliance with Laws

12.1 Compliance with Laws and Regulatory

Contractor will comply with all laws and regulations applicable to its provision of the Contractual Services. However, Contractor is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not generally applicable to information technology service providers. Customer shall be solely responsible for determining whether Customer data includes information subject to any specific law or regulation.

Customer must comply with all laws and regulations applicable to its use of Contractual Services, including laws related to insurance, data privacy and confidentiality of communications. Customer is responsible for determining whether the Contractual Services are appropriate for storage and processing of information subject to any specific law or regulation and for using the Contractual Services in a manner consistent with Customer's legal and regulatory obligations. Customer is responsible for responding to any request from a third party regarding Customer's use of a Contractual Service, such as a request to take down content under applicable laws.

13. Liability

To the extent that claims for damages or the compensation for wasted expenses are concerned, Contractor shall be liable for all damages based on contractual and non-contractual liability in accordance with the following provisions:

13.1 Unrestricted Liability

Contractor shall be unrestrictedly liable in case of wilfull misconduct, claims under the German Product Liability Act, fraudulent concealment of defects, a guarantee for a certain quality of the Engineering Hub Subscription and/or the Contractual Services and in case of injury to life, body or health.

13.2 In all remaining cases, the following provisions shall apply:

13.2.1 In the event of gross negligence, Contractor's liability shall be limited to the compensation of the typical and foreseeable damages.

- 13.2.2 In the event of slight negligence, Contractor shall only be liable if it has breached a material contractual obligation. In this case, its liability shall be limited to the typical foreseeable damage, which in the aggregate shall not exceed the remuneration for a yearly subscription according to Sec. 6 for all damages that occur in the same contract year. A damage shall be deemed to occur in that contract year in which the damaging action take place. 'Material contractual obligation' means an obligation the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the Customer may regularly rely. In all other cases of slight negligence, Contractor's liability shall be excluded.
- 13.2.3 In the event of strict liability (*verschuldensunabhängige Haftung*) for an impediment to performance occurring during the delay (*Verzug*), Contractor's liability shall be limited to the typical foreseeable damage.
- 13.2.4 Where the liability of Contractor is excluded or limited, this also applies to the personal liability of the Contractor employees, members of staff, representatives and vicarious agents.
- 13.2.5 With the exception the cases described under Section 13.1 above, all Customer claims for damages or compensation for wasted expenses, shall become time-barred after one year, calculated from the beginning of the statutory limitation period. This does not apply to claims of Customers which are Consumer according to Sec. 13 BGB.

14. Information concerning the exercise of the right of withdrawal

If you use the Engineering Hub software for a purpose that can be attributed neither to your commercial nor to your independent professional activity, the following provisions apply to you as a consumer within the meaning of the law (Sec. 13 BGB):

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days of the conclusion of the contract. To exercise the right of withdrawal, you must inform us (Daimler Protics, Gutenbergstraße 19, 70771 Leinfelden-Echterdingen, Telefon: 0711 1745457) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

— To Daimler Protics, Gutenbergstraße 19, 70771 Leinfelden-Echterdingen, Telefon:
0711 1745457:

— I/We ____

hereby give notice that I/We ____ withdraw from my/our ____ contract of sale of
the following goods _____ /for the provision of the following service _____ ,

— Ordered on _____ /received on _____

— Name of consumer(s),

— Address of consumer(s),

- Signature of consumer(s)

- Date

Premature expiry of the right of withdrawal

The Consumers right of withdrawal expires prematurely if the Contractor commences performance of the contract (sec. 356(5) BGB) after the Consumer has expressly consented to the commencement of execution of the contract before the expiry of the withdrawal period (sec. 356(5)(1) BGB) and the Consumer confirms his knowledge of the loss of the right of withdrawal (sec. 356(5)(2) BGB).

The Consumer has – in the course of registering for download of the Engineering Hub-Client-Software - expressly given consent to the execution of the contract before the expiry of the withdrawal-period and acknowledged the loss of his right to withdrawal due to his consent.

15. Miscellaneous

15.1 Applicable Law

This Agreement (including all documents referred herein) is subject to German law. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG) shall not apply.

15.2 Place of Jurisdiction

The exclusive place of jurisdiction for all disputes arising from or in connection with this Agreement shall be Stuttgart, Germany. This does not apply for Customers who are "Consumers" according to Par. 13 BGB.

15.3 Notices

All notices to be given, or other communications to be made, under this Agreement shall be valid only if made in text form.

15.4 Severability Clause

If a provision of this Agreement should be or become invalid and/or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected thereby. The invalid or incomplete provision shall be replaced by a legally valid arrangement which comes closest to the intentions of the invalid or unenforceable provision.

15.5 Entire Agreement

Without prejudice to the Data Processing Agreement entered into by the Parties, this Agreement embodies and sets forth the entire agreement and understanding of the Parties

and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement.

15.6 Non-Assignment

No Party may assign or transfer all or any part of its right and obligations under this Agreement to a third party without the prior written consent of the other Party.

15.7 Schedules

The following Schedules form an integral part of this Agreement:

- Schedule 1: Engineering Hub Subscription Description
- Schedule 2: Compatible VR-Hardware

Schedule 1: Subscription Description

Service description

The Software Engineering Hub enables the virtual collaboration of multiple users by providing the following services:

1. Providing virtual rooms (sessions) that users can join using the Engineering Hub.
2. Transmitting the audio signal of the standard microphone defined in Microsoft Windows and reproducing the audio signals of other participants through the standard audio output
3. Users are represented as virtual avatars in the application.
4. Data can be entered into the application. Data can be loaded in JT format.
5. The loaded data can be exported again as PLMXML with associated JT files.
6. Files can be loaded in the proprietary vrpresentation format, which contains data in JT and HTML format. JT as well as HTML.
7. Screenshots can be created as individual images in the application.
8. As a user of a VR version, loaded data can be moved using the HTC VIVE controllers.
9. As a VR user, lines can be drawn using the HTC VIVE Controller.
10. As a VR user, you can use the HTC VIVE Controller to take measurements between two points that you create. As a VR user, you can cut through loaded data using the HTC VIVE Controller. (clipping plane)

Requirements and restrictions

1. An Engineering Hub licence is only valid for one computer.
2. Only the HTC Vive and the HTC Vive Pro as well as the corresponding controllers are supported as VR headsets are supported.
3. In order to use the VR headset, the Steam VR software, published by Steam is required.
4. The user is responsible for the correct setup of the hardware.
5. The operation of the Engineering Hub can only be guaranteed with computers equipped with Nvidia graphics card.
6. Use is only possible on the Microsoft Windows 10 operating system.
7. Users are responsible for being able to access the Engineering Hub servers.
8. The Engineering Hub can only be used in its entirety with an active internet connection.
9. The collaboration function is only possible with the current version of the Engineering Hub.
10. The file format JT can only be used with the current versions 6.4-10.5.

Excluded Uses.

The Customer shall not use the Engineering Hub-Software in connection with or for the operation of critical infrastructure such as power plants, military or defence installations, medical equipment or other equipment the failure or impairment of which would result in unforeseeable economic or physical damage (e.g. control of aircraft or drones), including but not limited to critical infrastructure within the meaning of the European Directive 2008/114/EC.

Schedule 2: Compatible VR-Hardware

HTC VIVE

HTC VIVE PRO