

MASTER LICENSE AGREEMENT

1. DEFINITIONS

1.1 Definitions:

Defect: A material deviation of the functionality of a Module from the functionality specified in the User Documentation;

License Key: A password issued to Customer to unlock the licensing management software integrated in the Software in order to enable the use thereof by Customer in accordance with the Module Licenses granted to it;

License Offer: An Offer duly signed by an authorised representative of TASS, offering Customer the Module Licenses identified therein;

Software: The software identified in the relevant Offer to be licensed to Customer;

Maintenance: The correction of Defects reported by Customer and the supply of Minor and Major Releases as further detailed in clause 5;

Major Release: A new release of the Software which is marked with a change in the first or second digit of the version number (e.g. 5.4 to 6.0 and 6.0 to 6.1 are both Major Releases). A Major Release may contain new and different functionalities and may require a different hardware and/or software platform to run on;

License Agreement: A License Offer which is validly accepted by the Customer or the agreement concluded between TASS and Customer with respect to the granting by TASS of the Module Licenses for the Software as identified therein;

Minor Release: A new release of the Software which is marked with a change in the third digit of the version number (e.g. 6.0.1 to 6.0.2 is a Minor Release). Minor Releases are issued to distribute patches for minor Defects to all users and to introduce minor improvements to functionality. Minor Releases may require updates to the hardware or software platform to run on;

Module: A specific computer program, computer model, utility or other computer readable set of data which is separately marketed and for the use of which Customer needs a separate Module License;

Module License: A right for Customer to use a particular Module within the Usage Limits applicable to that Module License;

Open Source Software: Software that is publicly distributed and freely licensed by its creators in source code format for free use and further development by any user, subject only to the open source license terms as published and shipped with the software code for the Open Source Software by its creators.

Patch: A software patch or operating instruction provided by TASS to Customer to fix or provide a work around for a Defect reported by Customer to TASS

Support Website: The website to which authorised holders of Module Licenses are granted access by means of a username and password combination and where, if applicable, they can get access to the latest updates for the Modules and the User Documentation

Support: The provision of assistance to Customer in using the licensed Modules, as further detailed in clause 5;

Usage Limits: The specific usage limits detailed in the License Offer and the general usage limits specified in these license terms that apply with respect to a particular Module License and which determine how and the period for which Customer is allowed to use the Module; and

User Documentation: The latest version of the user documentation for the Software as made available by TASS, including electronic updates thereto as published on the Support Website.

TASS: TASS: The legal entity within the TASS International group of companies (meaning either TNO Automotive Safety Solutions BV. of the Netherlands or one of its affiliates) which issued the relevant Offer or signed the relevant Agreement.

1.2 Applicability: These additional general terms and conditions for software licensing are applicable together with the general part of the TASS general terms and conditions to all License Offers, Agreements and other legal relationships under which TASS provides or offers to provide licenses for Software and related services to the Customer.

1.3 License Offer: When Customer has indicated to TASS which Module Licenses it wishes to obtain, TASS will issue a License Offer to Customer. The License Offer will detail for each Module License the specific Usage Limits, the validity term of the Module License and the applicable license fee. These terms and conditions are applicable to each License Offer.

2. SCOPE OF MODULE LICENSES

2.1 General Usage Restriction: The following general Usage Limits apply to all Module Licenses:

- (a) each Module License is non-exclusive and non-transferable;
- (b) Customer may only make copies of the Modules as far as this is necessary to use the licensed Modules within the limits of the applicable Usage Limits. This includes the right to create a reasonable number of archival and back-up copies. Customer is expressly prohibited from releasing any copies of the Software to any third parties;
- (c) Customer shall not disassemble, reverse engineer or decompile any part of the Software, or otherwise attempt to derive the source code thereto. If applicable law allows Customer to perform any of these activities in spite of the prohibition in the previous sentence, then Customer shall provide prior written notice to TASS of its intention to perform such activities and shall allow TASS the opportunity to supply the data Customer would lawfully wish to obtain through such activities. TASS is not obliged to provide such information.
- (d) Customer may only use the Software for its own internal business purposes. Freelancers and subcontractors hired by Customer may only use the Software for the internal business purposes of Customer and under the supervision and responsibility of Customer.

2.2 Licensed sites: The licensed Modules may only be installed and used at the sites for which the Module Licenses are licensed, as specified in the License Offer. The users of a Module may only be located at a site other than that of the computer on which the Module is installed if the Module License is issued for both sites. If no specific licensed site is identified, the principle place of business of Customer is considered the licensed site.

2.3 Module License types: Depending on the type of calculation, one or more Modules of the Software are used simultaneously on one or more CPUs to perform the calculation. The

license management software, which is integrated in the Software, tracks for each Module in how many calculations it is being used at any given moment, on which computer and on how many CPU's. The license management software restricts use of the Modules on the basis of the number and types of Module Licenses granted to Customer. The following standard Module License types currently exist:

- (i) *Node Locked ("NLO") Module License*: One NLO Module License allows Customer to run an unlimited number of calculations which use that Module on one specific computer. Customer must provide TASS with the host ID of the computer on which Customer wishes to use the Module. The License Offer specifies the maximum number of CPUs that may be installed on the computer for which the NLO Module License is granted. Having more than the agreed number of CPUs installed on the computer for which a NLO Module License is granted voids all Module Licenses of Customer and obliges Customer to pay the non-discounted then current applicable license fee for an NLO Module License for the actual number of installed CPUs.
- (ii) *Node Locked Counting ("NLC") Module License*: An NLC Module License is the same as an NLO Module License with the additional restriction that Customer is allowed to simultaneously run one calculation which uses the Module on one CPU for each NLC Module License that has been granted to Customer.
- (iii) *Floating ("FLO") Module License*: If an FLO Module License is granted, Customer must provide TASS with the host ID of one computer, which will act as licensing server for the FLO Module License. For each FLO Module License granted, Customer has the right to run one calculation which uses the Module on one CPU on any computer which is permanently linked to the licensing server. The license management software installed on the licensing server manages the maximum number of simultaneously running calculations that use the Module. Customer may never simultaneously perform more calculations which use a Module, than the number of FLO Module Licenses it is granted for that Module.

Additional CPU option: For the NLC and for the FLO Module License for some Modules, Customer can purchase the right to use Additional CPU's to perform a calculation. For example if Customer buys one Floating Module license for a certain Module and he buys two Additional CPU's for that Module License, Customer has the right to run one calculation which uses a maximum of three CPU's. Please note that the Additional CPU's are not in themselves Module Licenses. For example, if Customer has an FLO Module License and one Additional CPU for that Module License, Customer shall not run two simultaneous calculations with that Module, but may run one calculation which uses two CPU's.

- 2.4 Educational Licenses: If the License Offer specifies that the Module Licenses granted are "Educational Licenses", then the following additional restriction applies to these Module Licenses: Customer agrees to use the Software only for educational purposes which form part of Customer's own educational program and Customer is expressly prohibited from using the Software for any commercial or operational purpose, and shall not allow anyone to use its copies of the Software for any such purpose.
- 2.5 Research License: If the License Offer specifies that the Module Licenses granted are "Research Licenses", then the following additional restrictions shall apply to these Module Licenses: Customer agrees to use the Software only for research purposes which form part of Customer's own research program and Customer is expressly prohibited from using the Software for any commercial or operational purpose, and shall not allow anyone to use its copies of the Software for any such purpose.
- 2.6 Partner License: If Customer is granted Module Licenses for a reduced fee or for free to enable Customer to use the Module Licenses as part of the execution of its obligations under

an agreement between itself and TASS or an affiliate of TASS, then the following additional restrictions shall apply: Customer shall only be entitled to use the Modules for the purposes identified in the agreement between itself and TASS or its affiliate and for the duration of such agreement. Customer shall not use such Module Licenses for any other purpose and shall in particular not use such Module Licenses for any commercial or operational purpose, unless specifically otherwise agreed to in writing by TASS.

- 2.7 Test License: If Customer is provided with a copy of the Software and a License Key for the purpose of testing or evaluating the Software, then the following additional restrictions and deviating terms and conditions apply: Customer uses the Software entirely at its own risk; it is provided "as is" without any warranty from TASS; TASS has no obligation to provide Maintenance or Support to Customer; Customer is not allowed to use the Software for any operational or commercial purpose other than testing or evaluating the Software; and, upon the initial request of TASS, Customer shall immediately cease all use of the Software and erase or return all copies of the Software and the User Documentation, as well as the License Key it received and all copies it made thereof.
- 2.8 Open Source Software: If as part of or as addition to the Software licensed by TASS to Customer, Open Source Software is shipped to or provided for download by TASS to Customer, then with respect to such Open Source Software, the license terms for the Software in this MLA (expressly including warranties and indemnities provided with respect to the Software) are expressly agreed not to apply. The use by Customer of such Open Source Software is solely governed by the open source license conditions as declared applicable by the relevant creators of such Open Source Software as shipped with and/or embedded in the code for such Open Source Software. An overview of Open Source Software available for use together with the Software can be found in the root directory of the TASS delivered Software. In the event the Open Source license terms require the source code for the Open Source Software to be downloadable, then such software code for the Open Source Software can be found on the TASS private download area for Customer under the respective product directory/<OSS Software>.

3. LICENSE DURATION

- 3.1 Module License Term: A Module License is granted for a limited period, as specified in the License Offer. If the License Offer does not specify a license period for a particular Module License, it is granted for a limited period of one year.
- 3.2 Start date: The applicable validity term for each Module License starts on the date the first License Key for that Module License is issued to Customer.
- 3.3 Renewal: Approximately three months before the expiration of the then current term of a Module License, TASS may send Customer a new License Offer which specifies which Module Licenses are being offered for renewal for an additional term and the renewal fee and other conditions applying to such renewal. If TASS does not provide a License Offer for the renewal of a Module License or if Customer does not accept the License Offer holding the renewal offer, the Module License automatically expires at the end of the then current term. If Customer continues to use the Module for which a new License Offer is issued after the expiration of the then current term of the Module License, the License Offer is deemed accepted and the Module License is renewed for the additional term and for the renewal fee and other conditions set forth in the new License Offer.
- 3.4 Consequences of termination: In addition to any remedies which may be available to the parties, upon termination or expiration (for whatever reason) of any Module License, Customer shall:

- (a) immediately cease all use of the Module and the related User Documentation; and
- (b) immediately return or destroy all copies of such Module, the related User Documentation and the related License Keys.

4. DELIVERY AND INSTALLATION

- 4.1 Delivery: After Customer has been granted one or more Module Licenses, Customer will receive a copy of the relevant Modules of the Software on a CD-ROM or similar medium, together with two copies of the latest issue of the User Documentation, unless it received such copies previously. As new prints and copies on CD-ROM are only available for the latest Major Release of the Software, Customer will have to check for the latest available updates for both the User Documentation and the licensed Modules on the Support Website.
- 4.2 Installation: The installation of the Modules is the responsibility of Customer. If it is agreed that TASS will assist with the installation, this is done on a time and material basis against the then prevailing rates of TASS.
- 4.3 License Keys: The Software contains a license management system which blocks unauthorised installation and use thereof. Customer must provide TASS with the host ID for the computer on which it wishes to install the Modules for which it is granted Module Licenses. On the basis thereof, TASS will generate one or more License Keys with which Customer can install and operate the licensed Modules in accordance with the applicable License Restrictions. LICENSE KEYS AND POSSESSION THEREOF DO NOT THEMSELVES GRANT A LICENSE TO USE THE SOFTWARE. THE EXTENT OF A MODULE LICENSE IS GOVERNED EXCLUSIVELY BY THE AGREEMENT AND THESE TERMS AND CONDITIONS.
- 4.4 Switch to other computer: Once a License Key is issued to Customer, Customer may only switch use of the licensed Modules to another computer if the computer for which the Module License was originally issued becomes inoperable. In such case TASS may require proof of the inoperability of this computer and may in its reasonable discretion charge an additional license fee for such switch if the computing power of the new computer is higher than that of the previously licensed computer.

5. MAINTENANCE AND SUPPORT

- 5.1 Entitlement: Customer is automatically entitled to receive Maintenance and Support from TASS for a Module, as further specified in this clause, for the duration of the relevant Module License.
- 5.2 Supported versions: Maintenance and Support is only available for the current and the most recent previous Major Release of the Software, and for the related Minor Releases. Maintenance and Support will in any case be available for each Major Release for a minimum period of at least one year after it is commercially released.
- 5.3 Maintenance and Support for older versions: Customer may continue to use Major Releases which are older than the current and the most recent previous Major Release, provided that it holds valid Module Licenses, but it does so at its own risk. TASS may in its sole discretion at any point in time refuse to provide or refuse to continue to provide Maintenance and Support with respect to such older versions or only to perform such services for additional fees.
- 5.4 Maintenance: The right to receive Maintenance entitles Customer to receive new Minor and Major Releases of the Modules for which it holds valid Module Licenses. This includes the right to receive two copies of new versions of the printed User Documentation when released by

TASS. TASS's obligations with respect to Defects shall be governed exclusively by the provisions of Clause 6. In addition, as long as Customer is entitled to receive Maintenance, TASS shall make commercially reasonable efforts to correct minor errors reported by Customer, and make such corrections available to Customer as part of a future Minor or Major Release.

5.5 Support: The right to receive Support allows Customer access to the Support Website, where it can access the latest versions of the User Documentation and other general information regarding the use of the Software. In addition, Customer may contact TASS within commercially reasonable limits during TASS's normal office hours with questions relating to the use of the Software which are not covered in the User Documentation or on the Support Website. Contact persons of Customer who issue Support questions should follow a basic training program in the use of the Software as offered by TASS. TASS is not obligated to respond to questions which are covered in the basic training program, in the User Documentation or on the Support Website.

5.6 Conditions for Maintenance and Support: Customer is only entitled to receive Maintenance and Support if:

- (a) it has paid all fees due to TASS and all companies affiliated with TASS;
- (b) it is not in breach of any part of the Agreement;
- (c) it has properly installed the Software on a supported software and hardware platform which conforms to the relevant installation specifications in the User Documentation for the applicable Major or Minor Release;
- (d) no alteration, modification or addition has been made to the Software; and
- (e) with respect to reported Defects and minor errors:
 - (i) Customer has provided all information necessary to validate and reproduce the Defect or error;
 - (ii) the Defect or error is reproducible by TASS in a standard installation environment as specified in the User Documentation.

6. WARRANTY, DISCLAIMER OF WARRANTIES

6.1 Warranty: TASS warrants for a period of ninety (90) days following receipt by Customer of the Software that the media on which it is delivered shall be free of defect in materials and workmanship. As Customer's sole and exclusive remedy for any breach of such warranty, TASS shall replace any such defective media promptly following receipt of notice from Customer during such (90) days.

6.2 Defects: TASS does not warrant that the Software is free of Defects or minor errors. However, TASS commits to Customer to provide a Patch for each Defect reported by Customer which seriously affects the usability of the Module by Customer and which is reported to TASS within three months after the date the relevant License Offer is accepted by Customer. TASS shall provide such Patch within a reasonable period of no less than 30 days set by Customer in a written notice to TASS. As Customer's sole and exclusive remedy for any Defect for which TASS breaches its commitment to provide a Patch, Customer may at its option select one of the following remedies:

- (a) termination of the relevant Module License by written notice against repayment by TASS of the related license fee for the then current term; or
- (b) continuation of the use of the Module and receive a reasonable proportional repayment set by TASS of part of the license fee for the Module to account for the decrease in functionality or usability due to the uncorrected Defect.

The remedies included above are only available to Customer if Customer is in compliance with all requirements of clause 5.6.

- 6.3 Exclusion of Warranties: EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN CLAUSE 6.1, TASS MAKES NO WARRANTIES, TERMS OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER. IN PARTICULAR, TASS EXCLUDES ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SATISFACTORY QUALITY.
- 6.4 Preproduction Releases: As an accommodation to Customer, TASS may provide Customer with a preproduction release of a Module (often labelled a "beta release"). These releases are not suitable for production or commercial use. Such releases are provided on an "as is" basis. TASS does not warrant preproduction releases and does not accept any liability in connection with the use thereof by Customer.
- 6.5 WARNING AND DISCLAIMER: THE SOFTWARE IS A DESIGN TOOL WITH WHICH THE USER CAN MAKE SIMULATIONS OF THE BEHAVIOUR OR STATES OF PHYSICAL OBJECTS (SUCH AS AUTOMOTIVE VEHICLE PARTS OR SURROUNDINGS), OPERATED BY VARIOUS CONTROL STRATEGIES AND/OR UNDER VARIOUS CIRCUMSTANCES (SUCH AS CRASHES). IT CANNOT BE GUARANTEED THAT THE SOFTWARE CODE AND MODELS ARE FREE OF ERRORS. THE SIMULATION OF THE BEHAVIOUR OR STATES BY MEANS OF COMPUTER PROGRAMS LIKE THE SOFTWARE INVOLVES SOME INEVITABLE NUMERICAL AND MODELING ERRORS. FURTHER, THE ACCURACY TO WHICH REALITY CAN BE APPROXIMATED DEPENDS HIGHLY ON THE EXPERTISE OF THE USER OPERATING THE SOFTWARE, THE SELECTION OF THE PROPER MODEL PARAMETERS AND THE CORRECT JUDGEMENT OF THE RELIABILITY OF THE SIMULATIONS CREATED THEREWITH. IN NO CIRCUMSTANCE CAN THE SOFTWARE FORM A REPLACEMENT FOR LIVE TESTS. HENCE, THE SOFTWARE SHOULD ONLY BE USED BY PROFESSIONALS WHO POSSESS THE AFOREMENTIONED EXPERTISE. THE USER MUST BE AWARE OF HIS/HER RESPONSIBILITY WHEN HE/SHE USES THE COMPUTATIONAL RESULTS FOR DESIGN PURPOSES. NEITHER TASS, NOR THE ULTIMATE HOLDERS OF THE INTELLECTUAL PROPERTY RIGHTS RELATING TO THE SOFTWARE OR ITS DEVELOPERS SHALL BE HELD RESPONSIBLE OR LIABLE FOR ANY DESIGN ERRORS THAT ARE BASED ON THE OUTPUT OF SOFTWARE CALCULATIONS. CUSTOMER SHALL INDEMNIFY AND HOLD TASS HARMLESS FROM AND AGAINST ANY CLAIM OF THIRD PARTIES FOR LOSS OR DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS, ATTORNEY FEES AND PUNITIVE DAMAGES, CAUSED BY OR RELATED TO THE USE OF THE SOFTWARE BY CUSTOMER.

7. MISCELLANEOUS

- 7.1 U.S. Government users: In the event Customer is part of the U.S. Government, the following additional clause shall apply: "U.S. Government restricted rights". The software and documentation are provided as "Commercial Computer Software" or "restricted computer software". Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in subparagraphs (c) (1) and (2) of the

Commercial Computer Software - Restricted Rights clauses at FAR 52.227-19, as applicable, or successor provisions. The manufacturer is TASS.