

License Terms

1. License Terms

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1.1 Limited License Grant

WE eiSos hereby grants you a limited, non-exclusive, non-transferable, non- sublicensable, royalty-free license to use the Models under the conditions set forth in these license terms.

1.1.1 Allowed Uses

Under the conditions of these license terms, you shall be allowed the following uses in relation to the Models:

You shall be allowed to download and save the Models to your device. You shall be allowed to create designs with the Models and share those designs. You shall be allowed to modify the Models. You shall be allowed to share the modified Models. You are not allowed to reverse engineer, decompile or disassemble the Models. No more extensive rights to use and exploit the Models are granted to you.

1.1.2 Modifications

If you modify the Models in any way, shape or form, the following conditions apply:

- You must clearly mark all modified Models in such a way that it is immediately clear to any third party that the Model has been modified.
- You must attribute WE eiSos as the provider of the original Model. You must clearly mark all modified Models in such a way that it is immediately clear to any third party that it is a modified Model, which was originally provided by WE eiSos in its original form.

1.2. Usage and Obligations

The responsibility for the applicability and use of the Models in a particular design is always solely within the authority of the user. Due to this fact, it is up to you to evaluate and investigate, where appropriate, and to decide whether the Models with their specific characteristics described in the specifications are valid and suitable for your respective application or not. The Models may contain electrical simulation data which allow you to create

electrical simulations. The electrical simulation data is intended for skilled developers designing with the Models. You are solely responsible for ensuring the Model is appropriate for your application, and designing, validating and testing your application, and ensuring your application meets applicable standards and any other safety, security, regulatory or other requirements.

If you determine that the Models are valid and suitable for a particular design and you want to order the corresponding components, you acknowledge to minimize the risk of loss and harm to individuals and bear the risk for failure leading to personal injury or death due to your usage of the components. The components have been designed and developed for usage in general electronic equipment only. The components are not authorized for use in equipment where a higher safety standard and reliability standard is especially required or where a failure of the components is reasonably expected to cause severe personal injury or death, unless the parties have executed an agreement specifically governing such use.

Moreover WE eiSos' components are neither designed nor intended for use in areas such as military, aerospace, aviation, nuclear control, submarine, transportation (automotive control, train control, ship control), transportation signal, disaster prevention, medical, public information network etc. WE eiSos must be informed about the intent of such usage before the design-in stage. In addition, sufficient reliability evaluation checks for safety must be performed on every component which is used in electrical circuits that require high safety and reliability functions or performance. YOU SHALL INDEMNIFY WE EISOS AGAINST ANY DAMAGES ARISING OUT OF THE USE OF THE COMPONENTS IN SUCH SAFETY-CRITICAL APPLICATIONS.

1.3. Ownership

The Models created and provided by WE eiSos are and will remain the exclusive property of WE eiSos. Nothing in these license terms is intended to grant any other licenses or other rights, in particular to name rights, as well as rights to patents, registered designs and/or trademarks as well as other industrial property rights, nor shall these license terms include an obligation to grant such rights.

1.4. Updates

WE eiSos assumes no responsibility for updating the Models, to keep information current or to ensure accuracy and completeness for any Models and or information. Accordingly, you must confirm the accuracy and completeness of all provided Models and information on our Website (<https://www.we-online.com/en>) before making any decision related to any Models or other matters.

1.5. Disclaimer of Warranty

THE MODELS ARE PROVIDED "AS IS". YOU ACKNOWLEDGE THAT WE EISOS MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND RELATED TO, BUT NOT LIMITED TO THE NON-INFRINGEMENT OF THIRD PARTIES' INTELLECTUAL PROPERTY RIGHTS OR THE MERCHANTABILITY OR FITNESS FOR A PURPOSE OR USAGE. WE EISOS DOES NOT WARRANT OR REPRESENT THAT ANY LICENSE, EITHER EXPRESS OR IMPLIED, IS GRANTED UNDER ANY PATENT RIGHT, COPYRIGHT, MASK WORK RIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT

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1.6. Limitation of Liability

Any liability not expressly provided by WE eiSos shall be disclaimed.

You agree to hold WE eiSos harmless from any third-party claims related to your usage of the Models. WE eiSos disclaims any liability for any alteration, modification or development created by you as well as for any combination with other models and/or designs.

1.7. Applicable Law

Applicable law to these license terms shall be the laws of the Federal Republic of Germany.

1.8. Dispute Resolution

Any dispute, claim or controversy arising out of or relating to these license terms including, but not limited to, any breach, termination, enforcement, interpretation or validity thereof, the parties shall first attempt to resolve such dispute in a confidential and amicable way.

In the event no settlement is reached within ninety (90) calendar days from the date of request for such negotiations the case shall be finally settled by conciliation referred to the Conciliation Office of the German Association of Law and Informatics e.V. (Deutsche Gesellschaft für Recht und Informatik e.V., hereinafter DGRI e.V.) in accordance with the Association's rules. The place of conciliation shall be in Frankfurt, Germany. The language of arbitration shall be English. Each party shall appoint a conciliator and the appointed conciliator shall then jointly designate a third conciliator. The conciliation award is final and binding upon both parties and shall be transformed into an arbitral award. Each party bears its own costs.

Each party may seek provisional measures from any court of competent jurisdiction, including without limitation provisional injunctive relief, provided that the final resolution of the dispute is through the conciliation proceeding.

The conciliation shall be confidential. The parties agree that also the mere existence of a conciliation proceeding shall be kept confidential, except to the extent disclosure is required by law, regulation or an order of a competent court.

1.9. Severability Clause

Should any of the provisions of these license terms be determined to be invalid, void, unenforceable or incomplete, or, following the conclusion of these license terms become invalid, void, unenforceable or incomplete, this shall not affect the validity of the remaining provisions. The invalid, void or unenforceable

provision shall be replaced by the parties with a provision that comes as close as possible to the commercial meaning and purpose of this provision in a legally effective manner.

1.10. Miscellaneous

WE eiSos reserves the right at any time to change these terms at its own discretion. It is your responsibility to check these terms for any updates before your use. Your continued use of the Models will be deemed as the acceptance of the change.