

Agreement for the use of prototype software for electronic control units of the so-called MMA-platform with lead carline 174

between

Mercedes-Benz AG, Mercedesstraße 120, 70372 Stuttgart – Germany

- hereinafter referred to as „Daimler“ -

and

the supplier that will be granted access to the DiagnosePortal (also referred to as DiagnosticsPortal) to the specific section including the the Provided materials called “MB Software Baselayer”.

- hereinafter referred to as the "Partner" -

- Daimler and Partner also referred to as the “Parties” -

General information

There is no obligation of the Partner to use the Provided Materials mentioned below. The Partner also has the possibility to get access to the Provided Materials through other channels. If the Partner cannot ensure the compliance with the provisions under this agreement, he must not use the Provided Materials as provided through the DiagnosePortal (also referred to as DiagnosticsPortal).

The Parties agree the following for the Provided Materials

- a. 1. Daimler may provide the Partner with prototype software of the so-called "MB Software Baselayer" or parts thereof (hereinafter "Provided Materials") for integration into the respective electronic control unit.

Under this agreement, the following Provided Materials are covered:

- Software packages for MB Software-Base-Layer
- Documentation and Examples (Starter Kit)

TECHNICAL GENERAL CONDITIONS

The following technical general conditions apply to these Provided materials:

1. The corresponding product information of the Provided materials can be found on the Vector marketing portal, available online at:
 - MICROSAR: 'http://www.vector.com/pi_microsar_en'
 - EmbeddedServices: 'http://www.vector.com/pi_EmbeddedServices_en'
2. In addition to the product information under section 1 the Provided materials are described in the following documents which apply as provided in the DiagnosisPortal of Daimler:
 - Product Information MICROSAR4
 - Product Information MICROSAR Daimler SLP11

- Product Information MICROSAR Safe
- Product Information Adaptive MICROSAR
- Product Information MICROSAR 4 For Projects Using Infineon Microcontrollers
- Product Information Flash Bootloader
- Product Information Flash Bootloader Daimler SLP11
- Product Information Adaptive MICROSAR

- a. 2. The Partner is responsible for the predevelopment of the respective electronic control unit, even insofar as it contains Provided Materials. The Partner is in particular responsible for the integration of the Provided Materials into the respective electronic control unit and the functionality of the respective electronic control unit. If Daimler does not provide the Provided Materials or does not provide it as agreed, the Partner shall not be responsible for a defect in the respective electronic control unit, provided that (i) the Provided Materials are the sole cause of the defect and (ii) Daimler has acknowledged this causal connection and (iii) no other circumstance for which the Partner is responsible has contributed to the defect. Irrespective of the failure to provide or delay the Provided Materials, the Partner shall make all reasonable efforts to fulfil its obligations to Daimler.
- a. 3. Daimler grants the Partner a non-exclusive, non-transferable right of use, limited until Apr 30th 2021, locally bound to the respective registered office and solely for the purpose of predevelopment of the respective electronic control unit for or to Daimler. The Partner undertakes not to make the Provided Materials accessible to other third parties. The use in serial production is expressly excluded. Within this license scope, Daimler does not assume any liability and does not grant any warranty ("Gewährleistung") for the functionality of the software.
- a. 4. In addition to that, the following limitations apply for MICROSAR PACKAGES, MICROSAR vHSM and Flash Bootloader elements in the Provided Materials:

The licenses are valid for

- the hardware platform Infineon AURIX TC3xx
- the reference derivative: TC399
- in combination with predevelopment projects for Daimler

The license is valid for further derivatives of the same hardware platform family as long as the driver is compatible.

In addition to that, the following limitations apply for ADAPTIVE MICROSAR elements in the Provided Materials:

The license is valid for

- the hardware platform family Nvidia Drive AGX
- the compiler vendor GNU and QNX
- in combination with predevelopment projects for Daimler

The library of the crypto algorithms for the Crypto (Sw) is listed as item 5E002A in the Addendum to the EU Dual-Use Regulation (EU) no. 428/2009. Fulfillment of the contract is subject to the provision that contract fulfillment does not violate any legal regulations and/or government directives related to foreign trade law. In certain cases, the fulfillment of the contract is under the condition that an export license is issued by the German Federal Office for Economic Affairs and Export Control valid at the time of delivery of the Crypto (Sw).

- a. 4. Upon the end of the Development Contract or upon the effective date of a termination, irrespective of its point in time, the Partner is obligated to remove the Provided Materials and all related documents, operator documentation, literature and other materials from its data processing equipment. The Partner can fulfil this obligation either by returning the Provided Materials, including all copies and partial copies, to Daimler or by destroying or deleting it in such a way that reconstruction is impossible. The Partner will provide Daimler with evidence of the destruction, deletion or return and confirm this in writing.
- a. 5. The Partner shall cooperate fully and in good time to enable the provision of the Provided Materials. The Partner shall supervise the timely and punctual provision of the Provided Materials and shall immediately and comprehensively check the Provided Materials upon receipt. If this reveals any unsuitability, deviation or other abnormality of the Provided Materials, the Partner shall notify Daimler immediately and in sufficient detail. If the Partner fails to do so, the Provided Materials shall be deemed to have been provided in accordance with the agreement, except in the case of an unsuitability, deviation or other abnormality that could not be detected during proper inspection. If such unsuitability, deviation or other abnormality is later revealed, the notification must be made immediately after discovery; otherwise the Provided Materials shall also be deemed to have been provided as agreed.
- a. 6. The Partner must bear all costs and expenses incurred by him as a result of the use and application of hardware or software other than what has been recommended by Daimler.
- a. 7. The Partner shall have no further rights and claims on the grounds of Daimler not providing or delaying the provision of the Provided Materials. The right of the Partner to terminate the Development Contract for good cause remains unaffected.

Notification Obligations for Goods Subject to Export Control

The Partner is obligated to notify Daimler if the goods supplied (including software and technology) are recorded in export control lists of goods required under German, EU or US Export

Control Law and the national export control law of the goods' country of origin (e.g. Common Military List, Annex I of the EU Dual-Use Regulation 428/2009, US Commerce Control List). If the supplied goods represent "US goods" ¹ as defined in US Export Control Law (= items subject to the EAR or subject to the ITAR), the Partner must notify Daimler accordingly. If the supplied goods contain US portions, the Partner is also obligated to declare the total value (standard purchase price or current market price) of the US portion and the applicable export control classification (ECCN XXXXX or EAR99), if this information is available to the Partner. For the fulfillment of the aforementioned notification obligations, the Partner must report the relevant export list numbers (e.g. item number on the German export control list and/or Annex I of the EU Dual Use Regulation 428/2009, Export Control Classification Number [ECCN], U.S. Munitions List [USML] etc.) and, where applicable, the value of the corresponding portion of US goods contained in the respective goods item with disclosure of the Daimler part number (if available) to the Daimler Central Export Control Department (mail to: mbox-096-exportkontrolle@daimler.com). Moreover, the Partner is obligated to inform Daimler without delay of all changes in connection with data of delivered goods that is relevant for purposes of export control. Any questions in this regard must be addressed to the above mentioned email address.

Term and Modification

This agreement enters into force when the partner gains access to the relevant source code by entering the password mentioned in section "Access Password".

Authorization

The Partner acts on its own behalf as well as in the name and by order of the entities as provided for registration to the DiagnosePortal (also referred to as DiagnosticsPortal) with acceptance of this agreement.

Miscellaneous

No oral collateral agreements have been made. Modifications and additions to this Sideletter, and its cancellation, are valid only if made in writing or via the electronic Daimler procurement system. The same applies with regard to the modification or revocation of this provision.

Should any provision of this Agreement be invalid, the Parties will replace it with an valid provision that comes as close as possible to the meaning and intended commercial purpose of

the Parties. The invalidity of individual provisions will not affect the validity of the remaining provisions.

The law of the Federal Republic of Germany shall apply exclusively, excluding conflict of laws provisions and excluding the United Nations Convention of April 11, 1980 on Contracts for the International Sale of Goods.

The exclusive place of jurisdiction for all disputes arising from or in connection with this Side-letter is Stuttgart (Mitte), Germany. Each Party may however also be sued at its general place of jurisdiction.

Access Password to the relevant materials:

“I have read the terms and conditions and confirm them.”

The password has to be entered without “ “.