

Licensing Agreement

Important

This Licensing Agreement is a binding legal agreement between HighTec and the Customer. By installing or using or registering to use the Product, the Customer agrees to be bound by the terms of this Agreement. If the Customer does not agree to the provisions of this Agreement, the Customer is prohibited from any form of use and exploitation of the Product.

HighTec permits the Customer to download, install, use and otherwise benefit from the Product in strict accordance with the terms of this Agreement. Use of third party software, materials and services, such as open source (e.g. GPL) based software, included in or accessed in connection with the Product may be subject to the terms and conditions of the respective third party.

The Product is equipped with product activation procedures (License Manager) designed to prevent unauthorized use. Any attempt to circumvent the restrictions on unauthorized use will result in the immediate termination of this Agreement and the loss of any rights of use on the part of the Customer. The Customer's continued use of the Product in this case constitutes copyright infringement.

Declarations created and/or exchanged by means of the use of automated or autonomous systems of the Parties shall be deemed equivalent to the exchange of declarations of intent by the Parties.

Preamble

The subject matter of this Agreement is the licensing of the Product in accordance with this Agreement, the License Contract and the terms of the relevant maintenance certificate insofar as they are existing. The Product remains the property of HighTec and is not sold to the Customer. The terms and conditions of this Agreement are an integral part of the License Contract between HighTec and the Customer. This Agreement applies in the course of business with entrepreneurs pursuant to § 14 BGB, public law corporations and special funds under public law. Within the scope of this Agreement, any general terms and conditions of the Customer, including those which may be found preprinted on a purchase order, shall not apply.

Definitions applicable to or in context with this Agreement

Capitalized terms under or in context with this Agreement are defined as follows below:

"Activation" is the technical procedure which enables the use of the Product on or together with a given Device or Server. The Activation is performed through storing the license identification on the Device and is the precondition to exercise any License granted under this Agreement.

"Agreement" means this Licensing Agreement.

"Affiliate" means any corporation, company or other entity which: (i) is controlled by a Party hereto; (ii) controls a Party hereto; or (iii) is under common Control with a Party hereto. For this purpose, "Control" means that more than fifty percent (50 %) of the controlled entity's outstanding shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity at the time this Agreement was signed.

"Assignment" means the assignment of the License to the Device, Client or Server to be licensed within the licensing scope of the Agreement. A Product the License of which is not assigned to a Device, Client or Server must not be used.

"CAL" means Client Access License. This is a License that permits the use of a client product to get access to the corresponding server software.

"Confidential Information" means all information and documents of the respective other party which are explicitly marked as confidential, in particular information on operational processes, business relations and know-how.

"Client" means a Device in a network that uses the services (access to files or shared peripherals) provided by a Server.

"Customer" means the legal entity which has entered into this Agreement and obtained the right to make use of the

Licenses under the License Contract and this Agreement.

"Defect" means a deviation from the agreed specifications or, to the extent certain specifications are not agreed, a deviation from the product description or user documentation related to the Product, which is not only a Minor Deficiency.

"Device" means a single physical hardware system to which a License can be assigned. There are several kinds of Devices:

(i) Operation Computers, as far as they are not a Server, (ii) hardware interfaces provided by HighTec, e.g. VN1630, and (iii) dongles that have been approved by HighTec.

"Device CAL" means a Device License for Client access to the Server Product.

"Device License" means a License that permits the use of a Product on an Operation Computer together with one (1) licensed Device.

"High Risk Activities" means use and resell in or for aerospace and aviation, nuclear power, chemical and/or biological reactors, petrochemical or military (except for military marine transportation vessels).

"License" means the non-exclusive right to use one (1) specific Product at a time.

"License Contract" means (i) HighTec's quotation together with Customer's purchase order accepting such quotation; or (ii) Customer's purchase order together with HighTec's order confirmation accepting such purchase order; or (iii) any other agreement between the Customer and HighTec referencing this Agreement and/or the maintenance certificate.

"Licensed Server" means the single Server to which a Server License is assigned.

"Maintenance" means the services made available by HighTec according to the maintenance certificate. Maintenance does not include Upgrades.

"Minor Deficiencies" means such deficiencies leading to the Products or parts thereof being insubstantially defective, but still, in all material aspects, functioning (i.e. the Products can still be used in accordance with the documentation) and which Customer is able to circumvent or overcome with acceptable organizational and economically reasonable measures.

"Operation Computer" is the PC or other computing machine on which the Product is operated on.

"Party" means HighTec or the Customer.

"Product" means one of the HighTec standard software products to which this Agreement applies.

"Project" shall mean one control unit (= one physical device/derivative of a microcontroller) for one electronic control unit (ECU) for one application type (application type may, for example, depend on the engine type, on the body platform etc.) at one OEM platform. Examples: a) Doing a second production run of the same ECU with a different microcontroller device is considered as an additional control unit, hence requiring a second Software license. b) Using two identical microcontroller devices services in one ECU doing different things (applications), would also be considered as two control units, therefore requiring two Software licenses. Any change on one of the parameters application, microcontroller device and OEM defines a new project. In case of doubts about the project definition, the Parties shall meet and discuss to find a mutually acceptable solution.

"Server" means a computer that provides services to Clients by granting access to files or shared peripherals or other resources and services managed by the server.

"Server License" means a License that permits the use of a Server Product on one (1) Licensed Server.

"Software Updates" means new releases of software which fixes defects for software, or may include functional improvements relative to previous version of the software.

"Software Upgrades" means software that has new functionality or new Processor Cores support,

relative to previous version of the software.

"Version" means the specific software version of a Product defined by a version number.

Licensing Terms

1. Products

Upon full payment of the remuneration, the Customer receives the non-exclusive right to use the Products to the extent granted in this Agreement, the License Contract and the maintenance certificate, insofar as they are existing. HighTec may deliver at its own choice the Product and its user documentation on data storage media, through the Internet for downloading or by e-mail. The user documentation has, when not agreed to otherwise by HighTec, to be provided in English language and solely in electronic format.

2. License Types

Depending on the Product in general; HighTec the license types stated below are available.

For stand-alone applications:

- Node locked License

For Client/Server applications:

- Floating License
- Roaming License
- Build server License
- Device CAL
- Cloud based License

In order to ensure that the Product is used in accordance with the license acquired, where applicable, the proper Assignment and Activation of the respective license under section 6 and 7 of this Agreement is a prerequisite for the Customer's right to use the Product.

2.1 Node locked

A node locked license is tied to the host-ID (MAC address) of the single computer (owned, leased or otherwise controlled by Customer) where the Product is installed, for which a license key has been issued and which can be used by no more than one single user at a time running one instance of the Software at a time. The license is bound to this machine and cannot be transferred. It can only be used by the single activated user on that machine. It is not authorized for use in virtualized environments or terminal servers; the authorized user must be physically present and not accessing or using the Customer Computer or Software from a remote location. A license re-host option for moving a license to a new workstation is available when under active maintenance. This is the most basic license type, often also called a stand-alone license.

2.2 Floating License

A Floating (Floating-cached) License allows the use of the Product on the network at a single site, as long as the maximum number of purchased licenses (license seats) is not exceeded. The license server handles the license grants via the network.

2.3 CAL License

A CAL License grants the right to use a client in order to access a Product through a client. Access to a server product via a CAL License requires a Server License for that server product.

2.4 Cloud based License

This license type is available from license servers managed by HighTec and hosted in the cloud by Reprise Software, the manufacturer of the licensing software. This license is comparable to a floating-cached license and can be extended by the roaming option. The benefits for the user are that no dedicated local server system needs to be assigned/maintained as license server, and that server redundancy is offered for 24/7 license availability. The Cloud Server Based License is a per license option (multiplied by the number of seats in the license).

3. License Extension

3.1 Roaming License

With this license extension option, users running licensed applications on their company network can disconnect from the network and take their license seat with them for working at home or in the field. License seats that are "checked out", expire after a predetermined number of days or weeks, or can be returned to the license pool at the company network. While a license seat is checked out, the remaining seats in the license pool reduced by one seat. This is a per seat option, so the number may be smaller than the total seat count of a license.

3.2 Build server License

This license extension option is available for floating-cached licenses, permitting the use of a license seat on a build server system (like Jenkins or Hudson), for example for off-loading build jobs from the developer's computer to a central high-performance server. The floating-cache license fee is applicable, with the seat count determined by the maximum number of processes or users that access the build server in parallel. The Build Server License is a per license option (multiplied by the number of seats in the license).

4. Restricted Licensing

4.1 Evaluation License

An evaluation license is for non-commercial purposes of the Product and furnished with an expiry date. The Customer agrees to use any Product provided to the Customer in form of an Evaluation License only for the period until the license expiration, only to evaluate it individually for potential purchase of a license to the Product as an end-user, to conduct no business with it, to remove it and all result files produced from any of Customer's computers or servers at the end of the trial evaluation period and to comply with all other obligations and restrictions in this Agreement. Any result files may not be used to link with result files from licensed software, and not used in any way in Customer's products.

4.2 Free entry License

The Customer agrees to use any Products awarded to Customer on a complimentary basis as free-entry License for example for student engineering competitions and similar competitions, course support, research, fellowship participation, and teaching assistance only for the specific purpose and period of the award, to conduct no business with it, and to comply with all other obligations and restrictions in the licensing contract.

4.3 Academic License

An Academic License permits the use of the Product within an agreed department of a university by (i) lecturers of this university for teaching purposes; or (ii) students as part of their studies.

An Academic License may be limited in time or unlimited. If the License is limited in time, the license period is specified in the License Contract and the Customer may not use the Product after the expiration of the license period.

4.4 Training License

A Training License permits the use of the Product for the internal training of employees of the Customer and of third parties acting on behalf of the Customer.

A Training License may be limited in time or unlimited. If the License is limited in time, the License period is

specified in the License Contract and the Customer may not use the Product after the expiration of the license period.

5 Licensing Model

5.1 Perpetual License

A Perpetual License refers to a specific version and provides the perpetual right to use this version. A Perpetual License has no expiration date.

In order to ensure that the Product is always up to date, the Customer and HighTec may agree to a maintenance contract as an optional add-on to the Perpetual License. A maintenance contract is only available for the most recent Version.

The maintenance period is one (1) year beginning with the first day of the calendar month following the conclusion of the maintenance contract.

5.2 Subscription License

A Subscription License grants a temporary right to use the Product during the agreed contractual term.

Unless the License Contract provides otherwise; the term of a Subscription License will be one (1) year and will commence on the first day of the calendar month following the acquisition of the License. Delivery of new releases of the Product is included in the License during its agreed term.

5.3 Under this Agreement the Customer may order Perpetual Licenses as well as Subscription Licenses. Perpetual Licenses may not be converted into Subscription Licenses or vice versa.

5.4 Temporary License

Temporary (Short Term) License - This license restricts the use of the Product to a predefined period of time (six (6) months or less). This type of license cannot be renewed after the term, or transferred during the term.

5.5 Country-based License

This multi-user license restricts the use of the Product to one or more sites within a specified country by a specified number of users.

5.6 Global License

This multi-user license permits the use of the Product anywhere in the world by a specified number of users.

6 Scope of License and Permitted Use

6.1 HighTec grants to the Customer the License to use the Product under the License Type and Licensing Model agreed to in this Agreement, the License Contract and the maintenance certificate, insofar as they are existing, subject to the condition that Assignment and Activation of the License have been properly performed by the Customer. The Product is not fault-tolerant and is not designed, manufactured or intended for use or resale in High Risk Activities and the Scope of License and permitted use excludes those activities. The Customer will not use the Product with respect to any High Risk Activities, and shall indemnify HighTec from all losses, claims, damages, costs, attorneys' fees and other expenses relating to such High Risk Activities by the Customer.

6.2 HighTec reserves all intellectual, industrial and other proprietary rights to the Products and Customer shall not use the Products except as expressly agreed in this Agreement, the License Contract and the maintenance certificate, insofar as they are existing, or outside the scope of the License; in particular, without limitation, the Customer will not modify, adapt, extend, port, reverse engineer, translate the Products or create derivative works thereof (Non-Permitted Use) unless any such act is expressly permitted by binding law. The Customer shall indemnify HighTec from all losses, claims, damages, costs, attorneys' fees and other expenses relating to Non-Permitted Use.

- 6.3 Independent of the agreed License Type and the Licensing Model, Customer's right to use the Product is granted only subject to the full payment of the license fee.
- 6.4 The Licenses are solely granted for the Customer's own purposes. The Products may not be used by Customer's Affiliates unless specifically authorized by HighTec.
- 6.5 The Customer is not permitted to allow third parties to make use of the Customer's Licenses, neither in return for payment nor free of charge. However, Customer is allowed to permit subcontractors and temporary workers to make use of Customer's Licenses for Customer's purposes. For the avoidance of doubt, Customer shall be responsible for its subcontractor and temporary workers' compliance with the License Contract, the maintenance contract and this Agreement.
- 6.6 HighTec allows the Customer to use preceding Versions of a given Version without acknowledging any obligation and on the condition that the Customer
- has obtained a License for a given Version
 - may only run one (1) Version at the same time; and
 - acknowledges that HighTec is not obligated to remedy any Defects of preceding Versions.

For the avoidance of doubt, the Customer's rights related to the acquired Version remain unaffected.

The Products may include open source software and/or other third-party software which are subject to specific license terms. This is especially the case if Customer wishes to license and use the so called Dinkum C99 Library. To the extent required by these open source or third party license terms, the license terms (in the case of the Dinkum C99 Library the Additional agreement to End-User License Agreement, to which the laws of Massachusetts are applicable by choice of law) shall apply in addition to and, in case of discrepancies, prevail over the License Contract and this Agreement. If this is the case and to the extent required by the respective license terms, HighTec will (i) indicate the third-party software and the applicable license terms; and (ii) provide these license terms or make them otherwise available to the Customer, within or, upon Customer's request, separately from the Product and/or its user documentation. HighTec has no responsibility for, and makes no representations or warranties regarding such third party software. By using the third party software, Customer releases HighTec, its Affiliates, and each of their respective officers, directors, employees from any and all liability arising from use of any third party software and from any loss or damage of any sort Customer may incur arising from the use of third party software.

- 6.7 If licensing terms of open source software, which are part of the Product, require that the source code of such open source software is made available and such source code (i) was not part of the software; (ii) in case of distribution by download, was not made available for download; or (iii) was not made available otherwise in accordance with the applicable open source software license; then the source code of such open source software may be obtained for the period HighTec offers customer support or spare parts for the Software, but in any event for a period of at least three (3) years following distribution of the Software, by writing to the HighTec sales representative, or alternatively to

HighTec EDV-Systeme GmbH
Europaallee 19
66113 Saarbrücken
Germany

A small fee may be charged to cover materials and postage.

7 License Assignment

- 7.1 Before Customer uses a Product under a License, the Customer has to assign that License to a Device or Server, as appropriate for the License Type.

- 7.2 HighTec is entitled to examine Customer's data recorded with the Assignment process.

8 Technical Measures - Activation, Re-Activation

- 8.1 HighTec may use technical measures to enforce provisions that allow and restrict Customer's use of the Product. The technical measures may verify compliance with those provisions as provided in the License Contract and the Agreement.

Thus, some Products require Activation or another form of validation. If Activation or another validation is defined for a Product, the Activation or the validation of the License is required in order to use the Product. Activation is only permitted on hardware provided by HighTec or on the Operation Computer.

- 8.2 HighTec may require the License to be reactivated periodically by performing a re-Activation.

General Terms and Conditions

9 Customer Obligations for Product Protection & Installations

- 9.1 The Customer acknowledges that the Products, including the accompanying documents, even in future versions, are copyright-protected and constitute business and trade secrets proprietary to HighTec. The Customer shall ensure with no limit in time that the Products are protected against misuse.
- 9.2 If HighTec provides Products in source code, the Customer shall only make them accessible to any third party with HighTec's prior written consent. HighTec shall not unreasonably withhold such consent, but HighTec is not required to give it in order to enable the Customer to obtain maintenance services for the Products from a third party.
- 9.3 The Customer shall ensure that no license protection will be circumvented by technical measures.
- 9.4 The Customer agrees to use the Products only on operating system versions which HighTec has declared to be compatible with the specific Product.
- 9.5 It shall be the responsibility of the Customer to bring the installed Product into operation. To this end, the Customer shall inspect the Product under its conditions of use before the Customer uses the Product productively. HighTec is prepared to assist the Customer in this respect upon request in return for compensation based on expense.

10 Utility Software

- 10.1 Some Product deliveries contain small software programs that perform specific tasks related to the Product (hereinafter "Utility Software"). HighTec provides this Utility Software free of charge to the Customer for Customer's own use only. The Customer may not modify, extend, reproduce or distribute such Utility Software. HighTec reserves all intellectual, industrial and all other proprietary rights to such Utility Software.
- 10.2 HighTec may modify the Utility Software and discontinue its delivery at any time without notice.

11 Interfaces

- 11.1 In the event a Product uses an interface provided by HighTec for interoperability with other programs, HighTec may enhance or change this interface and the related documentation in subsequent Versions at any time without notice and without ensuring upward compatibility.
- 11.2 In the event a Product uses an interface provided by a third party for interoperability with other programs, HighTec is not obligated to ensure upward compatibility between the Product and the interface in subsequent Versions.

12 Payment Terms

- 12.1 The license fee for a Perpetual License shall be due upon delivery of the Product. Maintenance fees shall be paid annually in advance.

- 12.2 The license fee for a Subscription License is payable in advance for the entire term of the contract and is due upon issue of the invoice.
- 12.3 All fees and charges are net of any value added tax (VAT), sales tax, goods and service tax, business taxes or similar taxes thereon. Insofar as the license grant agreed upon under this Agreement is subject to VAT or similar taxes, such VAT / similar taxes shall – to the extent they are not owed to the competent tax authority by Customer in the sense of Articles 194 to 199 and 200 of Council Directive 2006/112/EC (reverse charge mechanism/intra-community acquisition) or any similar provision under the applicable tax laws – be paid by Customer in addition to the agreed amounts. HighTec shall render proper invoices within the meaning of the applicable tax law.

All amounts due under this Agreement shall be paid without deduction for income taxes. If withholdings of whatever nature are due on payments to be made by Customer to then Customer shall make the necessary gross-up payments to leave HighTec (after the deduction of the withholding tax) with an amount equal to the payment which would have been due if no withholding tax deduction had been required.

13 Important Safety Instructions

- 13.1 Some features of the Products are designed for analyzing, controlling and/or otherwise influencing electronic systems in operation. Their use could cause serious operational malfunction in the surrounding environment, damage to property and/or bodily injury. Therefore, these features are exclusively intended for operation by persons who (i) have understood the possible effects of the actions which may be caused by the Products; (ii) are specifically trained in the handling with the Products and the electronic systems intended to be influenced; and (iii) have sufficient experience in using the Products in a safe manner (hereinafter collectively "Qualified Personnel"). Customer shall ensure that only Qualified Personnel operates the Products.
- 13.2 The knowledge necessary for the operation of the Products can be acquired in workshops and seminars offered by HighTec.
- 13.3 HighTec shall in no event be held liable for any damages resulting out of operation of the Products by non-Qualified Personnel as described in this Section.

14 Claims for Defects

If HighTec is obliged to remedy a Defect or deliver a Product free of Defects, HighTec may, comply with this obligation by replacing a defective Product with a newer Version of the Product; provided that the newer Version has a functionality which is the same as or higher than the functionality agreed in the License Contract. All Restricted licenses according to section 4 of this Agreement and all open source software is furnished "as is", with all faults and without warranty of any kind and furnished as a favor excluding all liabilities of HighTec. The Customer of a Product licensed as a restricted license under section 4 of this Agreement agrees to indemnify HighTec from any and all claims made by third parties in connection with the use of the software.

15 Term and Termination

- 15.1 Unless otherwise agreed, this Agreement is concluded for an indefinite period.
- 15.2 This Agreement may be terminated in writing by either party without notice for good cause. Good cause entitling the HighTec to terminate the Agreement shall exist in particular if the Customer infringes the HighTec's rights of use by using the Software beyond the scope permitted under this Agreement.
- 15.3 Notice of termination must be given in writing.

16 Confidentiality

- 16.1 The Parties agree to maintain confidentiality regarding Confidential Information. This obligation shall continue after termination of this Agreement.
- 16.2 Excluded from this obligation is such Confidential Information,

- a) which was demonstrably already known to the recipient at the time of the conclusion of this Agreement or which subsequently becomes known to the recipient from a third party without violating a confidentiality agreement, statutory provisions or official orders;
 - b) which are public knowledge at the time of conclusion of the contract or are made public thereafter, insofar as this is not based on a breach of this contract;
 - c) which must be disclosed due to legal obligations or by order of a court or authority. To the extent permissible and possible, the recipient obligated to disclose shall notify the other Party in advance and provide the other Party with an opportunity to oppose such disclosure.
- 16.3 The parties will only grant access to confidential information to those consultants who are subject to professional secrecy or who have previously been subject to obligations corresponding to the confidentiality obligations of this Agreement. Furthermore, the Parties shall only disclose the Confidential Information to those employees who need to know it for the performance of this Agreement and shall also oblige such employees to maintain confidentiality to the extent permissible under employment law for the period after their departure.
- 16.4 Any culpable breach of the above confidentiality obligations shall result in an appropriate contractual penalty specified by HighTec. The Customer may have the amount of the contractual penalty reviewed by the competent court. Further claims of the parties shall remain unaffected.
- 16.5 If the Parties agreed to a non-disclosure agreement in favor of HighTec the regulations of this non-disclosure Agreement shall prevail over Section 16 of this Agreement as long as the non-disclosure agreement is in place.

17 Liability

- 17.1 HighTec shall be liable without limitation
- for intent or gross negligence,
 - for injury to life, limb or health,
 - according to the regulations of the product liability law as well as
 - to the extent of a guarantee assumed by HighTec.
- 17.2 In the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), the liability of HighTec is limited in amount to the damage that is foreseeable and typical according to the nature of the transaction in question.
- 17.3 To the extent that it is legally possible and according to subsection 17.1 and subsection 17.2 HighTec's liability is limited to a total of one hundred thousand (100,000.00) Euro.
- 17.4 There shall be no further liability on the part of HighTec. In particular, the HighTec shall not be liable for initial defects unless the conditions of subsections 17. 1 and 17.2 apply.
- 17.5 The above limitation of liability shall also apply to the personal liability of the HighTec's employees, representatives and bodies.

Notwithstanding the provisions above and with regard to Products or other software delivered by HighTec free of charge or under a Restricted License, HighTec's liability, regardless of the legal reason, in particular liability based on contract or tort, is limited as follows: HighTec is only liable for loss or damage based on or resulting from a Defect in the Product in case of intent or to the extent HighTec has fraudulently concealed the Defect.

18 Requirement of Written Form

Amendments and supplements to the contract must be made in writing. This shall also apply to the amendment or cancellation of this section 18. "Written Form", "written" or "in writing" means written communication, communication in electronic form, including but not limited communication by fax or e-mail.

19 Transfer and Assignment of Rights

The Customer may transfer rights and obligations arising from or in connection with this Agreement to third parties only with the written consent of HighTec. Unless otherwise agreed, Customer shall not be entitled to assign or transfer any rights under this Agreement.

20 Offsetting

Offsetting by the Customer is only be permitted with undisputed or legally established claims of the Customer.

21 Export Control

- 21.1 It is the responsibility of the Customer to comply with all applicable export control, anti-terrorism and trade laws and regulations, including, but not limited to, the requirements of the United States Arms Export Control Act, International Traffic in Arms Regulation, Export Administration Act, and Export Administration Regulations, and European Council Regulation (EC) No. 428/2009 (including revisions), as well as applicable national laws, as relevant to any items or services purchased or received from HighTec. Customer agrees and confirms that Customer shall not export or re-export, directly or indirectly, any good or service received from HighTec, including any items incorporating such good or service, to any country, destination, or individual, for which an export authorization or other governmental or official approval is required, without first obtaining such authorization or approval.
- 21.2 Any purchase order placed under this agreement and any confirmations may be subject to necessary export authorizations being granted. When such authorization cannot be obtained, the agreement or the affected purchase shall be void per HighTec's notice.
- 21.3 Customer shall neither use any good or services delivered by HighTec directly or indirectly for nuclear technology, weapons of mass destruction, or carriers thereof, nor supply them to military.
- 21.4 The parties are aware that the Product may be subject to export and import restrictions. In particular, there may be licensing requirements or the use of the Product or related technologies may be subject to restrictions abroad. Customer shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant regulations. The fulfillment of the contract by HighTec is subject to the proviso that no obstacles based on national and international regulations of export and import law as well as no other legal regulations prevent the fulfillment.

22 Non-Compete

Customer may not create, license or sell any technology or products competitive with HighTec's Product using HighTec's Intellectual Property and make available to any third party any analysis of the results of operation of the Product including benchmarking results, or otherwise publicly disseminate information regarding the performance of the Product.

23 Force Majeure

In cases of force majeure, such as in particular

- a) fire damage, floods, strikes, lawful lock-outs and epidemics (including epidemics and pandemics insofar as a danger level of at least "moderate" is defined by the Robert Koch Institute);
- b) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation;
- c) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;

HighTec shall be released from its obligations affected by the force majeure event to the extent and duration of the effect.

24 Governing Law and Arbitration

This Agreement shall be governed exclusively by German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980 (UN Sales Convention).

All disputes arising out of or in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of three members. The seat of the arbitration is Bonn, Germany. The language of the arbitration shall be German. The rules of law applicable to the merits shall be German Law.

25 Severability Clause

Should any provision of this Agreement be or become invalid/void or unenforceable in whole or in part for reasons of the law of general terms and conditions pursuant to Sections 305 to 310 of the German Civil Code (BGB), the statutory provisions shall apply.

If any present or future provision of the contract is or becomes invalid/void or unenforceable in whole or in part for reasons other than the provisions relating to the law governing general terms and conditions of business pursuant to Sections 305 to 310 of the German Civil Code (BGB), this shall not affect the validity of the remaining provisions of this contract, unless the performance of the contract - also taking into account the following provisions - would constitute an unreasonable hardship for one party. The same shall apply if a gap requiring supplementation should arise after the conclusion of the contract.

Contrary to any principle according to which a severability preservation clause is in principle only intended to reverse the burden of proof, the validity of the remaining provisions of the contract is to be upheld in all circumstances and Section 139 of the German Civil Code is thus waived in its entirety.

The parties shall replace the invalid/void/unenforceable provision or gap requiring filling for reasons other than the provisions relating to the law of general terms and conditions pursuant to Sections 305 to 310 of the German Civil Code (BGB) with a valid provision which corresponds in its legal and economic content to the invalid/void/unenforceable provision and the overall purpose of the contract. § Section 139 of the German Civil Code (partial invalidity) is expressly excluded. If the invalidity of a provision is based on a measure of performance or time (period or deadline) specified therein, the provision shall be reconciled with a legally permissible measure that comes closest to the original measure.