

# Terms & Conditions

2023



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## 1. VxLabs performance

1. VxLabs shall execute the contractual project's services and use of the hardware- and software provided by customer in accordance with standards of profession and the state of the art.
2. The customer shall support VxLabs to the extent required, provide all required information.

## 2. Integration and Cooperation

1. VxLabs shall allocate a project manager and the customer shall allocate a representative who is authorized to make decision about the project between VxLabs and the customer
2. VxLabs's project manager shall keep records of decisions in writing. The customer representative shall provide all required information. VxLabs project manager shall contact the customer's representative as necessary to ensure the proper performance of the mutual obligations.
3. A time schedule will be determined by VxLabs and submitted to customer for approval at the beginning of the performance and the contract parties from time to time if necessary.
4. VxLabs shall develop concept for the integration and put it in writing and submit it to the customer for approval. The customer shall respond in writing within 14 days. The approved concept for the integration shall be the basis for the realization of the project. During the realization of the project, the project requirements may be further detailed with the customer's assistance.
5. in case of handling project as work packages, customer shall provide statement of work for every work package 4 weeks in advance before work package start date. The statement of work shall contain the definition of done and agreed dates. This is also considered as agreement from the customer that VxLabs can plan and start the work package.
6. In case of customer intention to cancel/stop a work package or a requested service in a project, Customer must inform VxLabs 2 months before the required stop date.
7. An order to stop work package or a project activity does not mean that other work packages or other activities will be stopped automatically.
8. Cancellation of work package would require a cancellation fee of 60% of the original price of work package.
9. Cancellation fee of project activity is evaluated separately by VxLabs and should not exceed 60% of the cost of whole planned Project budget.
10. The services shall be performed at VxLabs's site, if necessary, otherwise at Customer location. In the second case, the customer shall provide VxLabs employees with adequate working conditions.
11. The customer shall be responsible for providing the IT technical environment for the integration of the software products.

12. The customer shall be responsible for auditing the deliverables and approve them under the contractual conditions before using them productively.

### **3. Right of use & Intellectual Property**

1. All rights in the documents and work results arising from the services (does not include Source code and designs) shall be handed to the customer.
2. VxLabs shall not be restricted to the use of the gained know-how and performing similar services for other customers, provided VxLabs complies with the confidentiality Section.
3. Source Code, System designs, ECU Designs and Software designs shall not be part of normal deliverables of every project.

### **4. Change request**

1. If the customer asks VxLabs to alter the agreed-upon specifications in any way, including adding to them, and if the modification is reasonable and acceptable, VxLabs must comply. VxLabs is entitled to an appropriate adaptation of the contract's terms, to an extension of time for completion, and/or to additional compensation if the realisation of such a request places any load or burden on its side.
2. Customer must give VxLabs six weeks' notice of the change request, and VxLabs has two weeks to accept or reject it.
3. Modifications to the contract's terms and any resulting adaptations must be agreed to in writing. VxLabs will ask the customer to deliver any modifications they request verbally in writing. If VxLabs approves the customer's request for modification, the wording of the approval will be taken to accurately reflect the customer's requirements unless the customer immediately objects.
4. VxLabs shall submit its request for contract modifications as soon as possible. If the customer declines the necessary adaptations, the customer must immediately notify VxLabs.

### **5. Customer-Specific development activities**

1. VxLabs shall develop a detailed specification with the customer's assistance and submit it to the customer for approval if it is necessary to detail the customer's requirements regarding customer-specific development listed in the contract or requested pursuant to Section 4.1.
2. Within 14 days, the customer must respond in writing. Unless otherwise agreed, this performance will be compensated based on the amount of time spent.
3. The development will be realized based on the approved detailed concept specification. The detailed specification may be further elaborated by VxLabs with the help of the customer during the execution of the development.

4. If these are defined in writing in the contract or in accordance with Section 4.1, the customer-specific development shall incorporate all legal provisions as well as other provisions of the customer's scope of business that are equally binding to the customer.
5. VxLabs will only deliver user documentation if both parties have explicitly agreed to do so.

## 6. Support

1. VxLabs will, upon request, assist the client in using the software in accordance with Sections 1 through 5 by providing assistance as needed.
2. VxLabs must create an acceptance specification for the performances if an acceptance test is expressly specified in writing in the contract. In this situation, the customer consents to review the performances and confirm their approval if they meet the established acceptance criteria. The acceptance test period shall be four (4) weeks long, unless otherwise specified.
3. If the use of VxLabs' performances has not been significantly hampered by a reported defect for two (2) weeks after the conclusion of the acceptance test period, the customer is deemed to have accepted VxLabs' performances.

## 7. Maintenance

1. In case of defects in the performance, VxLabs shall, in consultation with Customer, take action at the place where the where the performance is used.
2. The warranty period shall be 6 months from acceptance. If partial acceptance has been agreed, the warranty period for all partial services shall end uniformly with the warranty period for the last partial service.

## 8. Disruptions in the Performance, Delay, and defect correction

1. VxLabs may request an appropriate adaptation of the contract's terms, in particular to an appropriate extension of the delivery date, in the event of any circumstances, including strike and lockout, for which VxLabs is not responsible and which have a negative impact on the performance of the contractual obligations. VxLabs is also entitled to additional compensation if the cause is attributable to the customer and necessitates additional work on their part.
2. Only if the customer is able to reproduce the defect or prove it through computer output may the customer make a claim.
3. If a customer claim there is a defect but cannot prove it, VxLabs is entitled to reimbursement of its costs.

## 9. Liability

1. The customer may specify a reasonable period for performance or supplementary performance if VxLabs defaults on its performances (through delivery) or supplementary

performances (through elimination of defects or replacement delivery). The customer may make use of Section 9.3 to file any damage claims if the time period expires without a resolution or if the performance or supplementary performance ultimately fails in another way. VxLabs may ask the customer to confirm whether they still want primary or supplementary performance after a certain amount of time has passed. The customer will no longer be eligible to request primary or supplementary performance if they do not do so within this time frame.

2. For claims based on defects, a 6-month time limit applies.
3. Only if VxLabs violates a fundamental obligation of the contract that jeopardises the contract's objective will VxLabs, including any person engaged in carrying out any obligation under this contract, be liable for damages under any claim based on ordinary negligence (cardinal obligation). In this case, VxLabs's liability shall be limited to the greater of € 50,000.00 or 50% of the contract value. The customer may request a higher maximum, but VxLabs may impose an additional fee due to the increased risk.

## 10. Charges and Payments

1. Unless a fixed price is expressly agreed on in the contract, the customer shall remunerate VxLabs based on costs incurred. In this case, hourly rates, travelling expenses and incidental expenses shall be paid in accordance with VxLabs current standard rates (price list), which VxLabs may alter from time to time, unless otherwise agreed. VxLabs may submit invoices monthly.
2. In case fixed prices are agreed on in the contract, all support (including specifically installation, brief or extended training, consultancy) shall be reimbursed separately, unless it is expressly included in the fixed price.
3. Payments shall be due without deductions within 30 days after invoicing.
4. Duties, taxes, and levies including V.A.T. – if applicable – shall be paid by the customer at all prices.
5. The standard termination notice period for service projects is six months, unless a different term is explicitly agreed upon in an individual service contract.

## 11. Confidentiality

1. The trade and business secrets of the customer and any other information marked in writing as confidential must be kept private by VxLabs. Regarding any information that is already in its possession, is independently developed, or becomes publicly known due to no fault of VxLabs, there shall be no obligation on the part of VxLabs.
2. Any concepts, know-how, or methods pertaining to hard- and/or software services are not subject to confidentiality obligations on the part of VxLabs.
3. Employees of VxLabs are required to abide by the confidentiality obligations.
4. The customer's name and a short description of VxLabs' performance may be added to VxLabs' list of clients. The customer must first give permission for any additional references to the customer as a VxLabs client.

5. The confidentiality obligations shall not apply to information that must be disclosed to comply with mandatory law or a binding court or governmental order provided that the customer, to the extent permitted by law, immediately notifies VxLabs of such disclosure. In this case, only that part of the information that must be disclosed may be disclosed, and the customer shall take appropriate measures to limit the disclosure as far as legally permissible and to maintain the confidentiality of the confidential information in all other respects.

## 12. Force Majeure

Each party shall be released from responsibility for non-performance of its respective contractual obligations to the extent that such non-performance is caused by Force Majeure. For the purposes of these Terms and Conditions, "Force Majeure" shall mean circumstance beyond the control of the party claiming the existence of Force Majeure, including, but not limited to, epidemics, war, terrorism, natural disasters, and shortage of components or raw materials. Each party undertakes to inform the other party immediately of the occurrence of Force Majeure. In this case, the dates, and deadlines for the performance of the obligations shall be adjusted by mutual agreement or, if mutual agreement cannot be reached, shall be automatically extended by a period equal to the duration of the Force Majeure event plus, a reasonable period for the resumption of performance of these obligations.

## 13. Miscellaneous

1. The agreement between the parties is set forth in the contract, which cannot be changed, amended, or terminated except in writing and with the agreement and signature of all parties.
2. Without regard to its rules on conflict of law and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods, the contract shall be in accordance with and governed by the laws of the Federal Republic of Germany. The primary location of VxLabs shall be the exclusive venue.
3. The VxLabs Terms and Conditions shall apply solely to the Contract Items. With a written agreement from VxLabs, the customer's standard terms and conditions of business may only be utilised. Even if VxLabs provides the Contract Items without hesitation and is aware of the customer's terms and conditions of business, this requirement of consent shall still be in effect.