

End User License Agreement for Standard Software Products of Vector

Preamble

This End User License Agreement (hereinafter referred to as "EULA") applies to all standard Software Products of Vector GB Limited ("Vector") which are purchased on the basis of a License Contract between Vector and the Customer.

Definitions

The following definitions apply for the EULA:

- **"Agent"**: an entity that allows the execution of exactly one (1) instance of the licensed Product on a computing resource at a time.
- **"Activation"**: the technical process to enable the use of the licensed Product. Activation does not grant any rights to use the licensed Product; it is merely a prerequisite for the use of a License granted under the EULA.
- **"Assignment"**: the Assignment of the License within the scope of the license terms of the EULA, for example to the Named-User in the case of the Named-User License or the Device in the case of the Device License. The License may only be used in accordance with the Assignment specified by the Customer.
- **"Automation Server"**: a software service that, inter alia, automatically manages task packages, allocates runtime environments (CI Runner) to dedicated computing resources and launches instances of the licensed Products.
- **"Compliance"**: Adherence by the Customer to the license terms defined by Vector at the time the License is acquired.
- **"Desktop"**: a user machine operated by and for the purposes of a natural person. The user machine can be either a physical computer (Desktop computer, notebook or laptop) or a virtual machine.
- **"Enterprise Level"**: a business unit/organisational area within a company, or the entire company.
- **"EULA" or "End User License Agreement"**: these license terms, which apply to Vector Standard Products and which are part of the License Contract between Vector and the Customer.
- **"Device"**: a single physical hardware system. There are various types of Devices: (a) actual physical Desktops; (b) hardware interfaces supplied by Vector, e. g. VN1630; and (c) dongles supplied by Vector.
- **"Customer"**: refers to the legal subject that has entered into the License Contract and has been granted the right to use the Licenses under the EULA.

- **"License Server"**: a backend software (on-premise or in the cloud) on which one or more Product licenses are deployed and which manages access to this License or these licenses, as the case may be.
- **"License"**: the non-exclusive right to use one (1) specified Product at the same time. If multiple instances of a specified Product can be used simultaneously, this results from the description of the respective license type.
- **"License Contract"**: (a) Vector's offer together with the Customer's purchase order accepting such offer; or (b) the Customer's purchase order together with Vector's order confirmation in acceptance of such a purchase order; or (c) any other agreement between the Customer and Vector referring to the EULA and governed by the terms of the EULA.
- **"Defect"** means nonconformity with the agreed specifications or, to the extent that no specific specifications have been agreed, a deviation from the Product description or the user documentation relating to the Product.
- **"Named-User"**: a specific natural person to whom a Named-User License has been assigned.
- **"Physical Desktop"** means the physical user machine (Desktop computer, notebook or laptop) or other physical computer operated as a single workstation by and for the purposes of a natural person.
- **"Computing Resources"**: Computing resources are IT environments that can run the licensed Product. Examples include physical PCs or servers, virtual machines and runtime environments for containers (e.g. Kubernetes, Docker).
- **"Remote Connection"**: remote access to a Desktop. In this context, licensed Products are executed on a remote-accessible Desktop and displayed and controlled on a second Desktop. This includes technologies such as SSH and solutions from providers such as Microsoft (Windows Remote Desktop, Teams) or Citrix.
- **"Maintenance"** refers to the licensing and delivery of new versions of a Product provided by Vector during the Maintenance Period under a maintenance contract. For the avoidance of doubt: maintenance services do not include support services.
- **"Product"**: one of Vector's standard Software Products to which the EULA applies.
- **"Production Station"**: A setup for software Updates or for final testing (end-of-line test) of a large number of identical or different control units for the purpose of control unit and module production. A Production Station includes the production computer connected to the control units to be produced.
- **"Test Bench"**: A setup for testing, validation, parameter optimisation or software Updates of
 - a complete system (e.g. an engine or transmission test bench that tests the interaction of multiple control units)
 - a real "system under test" (SUT) (e.g. for testing a control unit) or
 - a virtual SUT in real time (e.g. for testing a virtual control unit or a software component).

- A Test Bench comprises the test computer and the SUT.
- **"Server"**: a computer that provides services to the Customer by granting access to files or shared peripherals.
- **"Software Product" or "Software Project"**: a collection of different software programs or software components for a specific purpose. This can be application, support or system software. In some companies, a Software Product or Software Project is also referred to as an application. Automation scripts and other artefacts of an environment controlled by an Automation Server are also part of the Software Product or Software Project.
- **"Start"**: the time at which an instance of the licensed Product is activated or brought into operation.
- **"Update"**: an Update of the Product or the delivery of a new version of the same Product design.
- **"Upgrade"**: a functional expansion of the Product and change to the Product design, e.g. Product change or Product expansion.
- **"Version:"** the specific software version of a Product, defined by a version number.
- **"Virtual Desktop"**: the virtual user machine, running for example on a virtual machine (VM) or in a container (e.g. Docker), which is operated as a single workstation by and for the purposes of a natural person and which is accessed via a remote connection. The Virtual Desktop can be operated on a central server, in the cloud or on a Physical Desktop.

1. License Terms

Vector grants the Customer rights to use Products (hereinafter referred to as "Licenses") subject to these EULA terms. The granted Licenses are defined by a combination of license type, license model and, if applicable, license restriction.

1.1. Products

Vector shall provide the licensed Product to the Customer in such a way that it can be operated as intended. Vector shall provide the user documentation exclusively in electronic format, usually in the form of a help function integrated into the Product. Vector may deliver the licensed Product and its user documentation on data storage media, for download via the Internet or by e-mail.

Vector offers dedicated editions of a Product for different working environments and areas of application. A distinction is made between:

- Desktop Edition Products
- Test Bench Edition Products
- Server Edition Products

A Desktop Edition of a Product is designed (with regard to the range of functions and the available license types) so that the requirements for use on a Desktop for explorative and interactive work in the Product are fulfilled by or for the purposes of a real user.

A Test Bench Edition of a Product is designed (with regard to the range of functions

and the available licensing types) to meet the requirements for the operation of a test or Production Station.

A Server Edition of a Product is designed (with regard to the range of functions and the available licensing types) to meet the requirements for use in an environment operated by an Automation Server.

1.2. License types

Dedicated license types regulating the rights of use of the Products (e.g. automated use, remote access, etc.) are available for the various editions of the Products.

A Product may be offered under all available license types, under a subset of the available license types or under specific license terms set out in the offer.

In order to ensure that the Product is used in accordance with the purchased License, the Customer's right to use the Product is subject to the proper Activation of the respective License in accordance with clause 1.8 and, for some license types also subject to the prior proper Assignment in accordance with clause 1.6, unless otherwise agreed.

The license types are detailed in Annex 1.

1.3. Licensing models

If offered, the Customer can order either Perpetual Licenses or Subscription Licenses under an EULA.

1.3.1. Perpetual License

A perpetual License relates to a specific version and grants the right to use this version for an unlimited period of time.

In order to ensure that the Product is always up-to-date, the Customer and Vector can conclude a maintenance contract as an optional addition to the Perpetual License. For some Products, the maintenance contract is mandatory. This is indicated in the respective offer.

Maintenance contracts can be concluded only for the current Product version. Maintenance contracts cannot be concluded for older Product versions.

Unless otherwise specified in the Contract, the term of a maintenance contract is one (1) year and begins on the start date specified in the maintenance contract.

The maintenance fee is payable in advance for the entire term.

1.3.2. Subscription License

A Subscription License grants the temporary right to use the licensed Product in its current or a previous version during the agreed term of the contract.

Unless otherwise specified in the License Contract, the term for a Subscription License is one (1) year and begins on the start date specified in the License Contract. This Subscription License may be extended for an

additional subscription period by agreement with Vector.

The term of a Subscription License shall be extended by an additional one (1) year only if (a) the License Contract provides for automatic, rolling renewal of the Subscription License and (b) the License Contract is not terminated by either party with six (6) weeks' notice prior to the expiration of the respective term.

The fee for the Subscription License is payable in advance for each contractual term.

1.4. License restrictions

License restrictions are detailed in Annex 2.

1.5. Scope of License

1.5.1. Vector grants the Customer the License to use the Product subject to the license type, license model and, if applicable, license restriction agreed in the License Contract, subject to the provision that the Assignment and Activation of the License, if required, has been duly completed by the Customer. Vector reserves all intellectual property rights, industrial and other proprietary rights in the Products and the Customer shall only be permitted to use the licensed Products as expressly agreed in the License Contract. The Customer shall in particular not modify, adapt, extend, port, reverse engineer or translate the licensed Products or create works derived therefrom. Nothing in this EULA shall restrict any right which cannot be excluded by virtue of sections 50A to 50C of the Copyright, Designs and Patents Act 1988.

1.5.2. Irrespective of the terms of the License Contract, the Customer's right to use the Product shall be subject to full payment of the license fee.

1.5.3. The Licenses are granted exclusively for the Customer's own purposes.

1.5.4. The Customer shall not allow Third Parties to use the Customer's Licenses either against payment or free of charge. However, the Customer shall be entitled to allow Agents of the Customer to use the Customer's Licenses exclusively for the Customer's purposes. "Agents of the Customer" refer to third parties (a) who have been engaged by the Customer for the purpose of providing services, (b) who are subject to confidentiality obligations that are as restrictive as those agreed between the Customer and Vector, and (c) who have been obligated by the Customer to return or destroy the License/the Product after the services have been provided to the Customer.

1.5.5. For the avoidance of doubt: the Customer shall be responsible for ensuring that its Agents adhere to the License Contract and the EULA.

1.5.6. If a License is agreed for a specific version of the Product, Vector shall, without acknowledging any legal obligation, allow the Customer to use the

previous versions of the Product, provided that the Customer

- (a) is limited to running only one (1) version at a time; and
- (b) acknowledges that Vector is not obligated to remedy Defects in previous versions.

The use of previous Product versions is provided by Vector as a voluntary service free of charge. All claims of the Customer regarding, in particular, the duration of the possibility of use, warranty, liability, etc. are excluded to the maximum extent permitted by law.

For the avoidance of doubt, the Customer's rights in relation to the purchased version shall remain unaffected.

1.5.7. The licensed Products may contain open-source software and/or other third-party software, which is subject to special license terms. To the extent required by these license terms, such license terms shall apply in addition to the License Contract and the terms of the EULA and shall take precedence over these in the event of any contradictions. In such a case, Vector shall, to the extent required by the applicable license terms, (a) identify the third-party software and the applicable license terms, and (b) provide or otherwise make available these license terms to the Customer with the licensed Product and/or its user documentation or, upon the Customer's request, separately.

1.6. Assignment of the License

1.6.1. If the license type requires an Assignment by the Customer, the Customer is required to assign the License in accordance with the license terms ("Assignment") before using a Product under a License. If such an Assignment is required, this is specified under the license types (see Annex 1).

1.6.2. The License may only be used in accordance with the Assignment.

1.6.3. If an initial Assignment was made, the Customer is entitled to reassign a License ("Re-Assignment"), but no more than four times per year, unless the new Assignment is made due to (a) a permanent hardware failure or loss or a permanent replacement of the assigned Device; (b) the termination of the user's employment or service contract; or (c) a temporary new Assignment to cover the unavailability of a failed Device.

1.6.4. The Customer shall be responsible for ensuring that the Product is only used under the current Assignment and not under any older Assignment. Vector shall be entitled to check the data stored by the Customer as part of the Assignment process to ensure Compliance.

1.7. Support

Vector offers global support. The content and scope are governed exclusively by

the [Terms and Conditions for Standard Support of Vector Informatik GmbH](#).

1.8. Technical measures - Activation, Re-Activation

1.8.1. Vector shall be entitled to use technical measures to enforce the provisions that permit and/or restrict the Customer's use of the licensed Product. Technical measures can be used to verify conformity with the provisions of the License Contract and the EULA.

Some Products thus require Activation or another form of validation. If an Activation or other form of validation is stipulated for a licensed Product, the Activation or validation of the License is required in order to use the licensed Product. Vector shall be entitled to require the License to be re-activated on a regular basis by carrying out a new Activation.

Re-Activation is free of charge; it is intended to enable Vector to simplify the Activation process for the License on another Device if the Device is lost.

Vector shall provide the Customer with the utilities required for Activation, Re-Activation and De-Activation.

2. General provisions

2.1. Terms and conditions

2.1.1. This EULA shall apply to business transactions with companies, legal entities under public law and special entities under public law.

2.1.2. Any provisions in the Customer's General Terms and Conditions conflicting with, deviating from or supplementing the EULA shall not become part of the License Contract unless Vector has expressly agreed to them in writing. This shall also apply to General Terms and Conditions of Business mentioned in order confirmations or other confirmations or in inquiries of the Customer. Acceptance of deliveries/services shall not constitute acceptance of general terms and conditions. The Customer's general terms and conditions shall not apply even if Vector accepts them without reservation in the course of the registration on a portal of the Customer or when downloading software, etc.

2.1.3. In the event of contradictions between the EULA and the provisions of the License Contract, the provisions of the License Contract shall take precedence.

2.2. Customer's Obligations

2.2.1. The Customer acknowledges that the Products, including the accompanying documents, are protected by copyright and constitute business and trade secrets of Vector; this shall also apply for future versions. The Customer shall protect the Product, the Documentation and the underlying know-how through appropriate measures of secrecy, especially against unauthorized

use and inspection. In particular, the Customer shall (a) protect the Product against unauthorized access; (b) ensure that the Product is only accessible to persons with a strict need for the Product for their contractual use and who are permitted to use the Product due to the rights of use granted by Vector to the Customer; and (c) ensure that license protection is not circumvented by technical measures.

2.2.2. If Vector makes the Products available as source code, the Customer shall only make such source code available to third parties with Vector's written consent. Vector shall not withhold such consent unreasonably, but shall be under no obligation to grant it in order to enable the Customer to obtain maintenance services for the Products from a third party.

2.2.3. The Customer shall ensure that the license terms are observed (Compliance) and that no license protection is circumvented by technical measures. In addition, Vector may, upon prior notice of at least thirty (30) days, itself or through an independent third party, such as an auditor or a revisor, examine and verify the Customer's conformity with the license terms. Audits will be conducted during regular business hours at the Customer's premises or via remote connections and shall not unduly interfere with the Customer's business activities. The Customer shall provide Vector and third parties authorized by Vector with access to the relevant records and/or premises of the Customer.

If any deviations from the contractually agreed scope of services are identified during the audit, these must be corrected (e.g. by additional licensing). In this case, the Customer shall bear the costs of the audit. The same applies if the Customer has given cause for an audit to be carried out.

2.2.4. Vector expressly recommends which operating system versions the Products should be used on. If the Customer uses the Products on operating system versions other than those expressly recommended by Vector, Vector will not provide any support and shall not assume any liability for the operation of the Products.

2.2.5. The commissioning of the licensed Product is the responsibility of the Customer. In this context, it is the Customer's responsibility to examine the Product under its conditions of use before using it productively. Vector offers to assist the Customer in this upon request, subject to appropriate compensation.

2.3. Interfaces

2.3.1. If a Product uses an interface provided by Vector for interoperability with other programs, Vector may expand or change this interface and the

associated documentation at any time in subsequent versions without prior notice and without any guarantee of upward compatibility.

- 2.3.2.** If a Product uses an interface provided by a third party for interoperability with other programs, Vector shall be under no obligation to ensure upward compatibility between the Product and the interface in subsequent versions.

2.4. Safety instructions for Product use

- 2.4.1.** Some functions of the Products are intended for analyzing, controlling and/or otherwise influencing operating electronic systems. Their use can cause serious malfunctions in the vicinity as well as property damage and personal injury. These functions are therefore intended exclusively for operation by persons who (a) understand the possible effects of the processes that can be caused by the Products; (b) are specially trained in working with the Products and the electronic systems they are intended to influence; and (c) have sufficient experience in the safe use of the Products (hereinafter collectively referred to as "Qualified Personnel"). The Customer shall ensure that the Products are only operated by Qualified Personnel.

- 2.4.2.** The knowledge required to operate the Products can be acquired in workshops and seminars offered by Vector.

- 2.4.3.** Vector shall not be liable for any damage caused by the operation of the Products by unqualified personnel as described in this clause 2.4.

2.5. Terms of payment, price adjustment clause

- 2.5.1.** Unless stipulated otherwise in the License Contract, the following shall apply:

- 2.5.2.** The agreed fees shall be due within 30 days of invoicing without any deductions.

- 2.5.3.** If the Customer is in default of payment, Vector shall be entitled to charge default interest at a rate of 8 percentage points above the respective base interest rate of the Bank of England from time to time.

- 2.5.4.** The Customer shall be obligated to pay, in addition to the agreed remuneration, all official charges and taxes which Vector is required by law to pay or collect in connection with the provision of the service. This includes, but is not limited to, value added taxes and other similar taxes. If the Customer is exempt from a tax, it shall be obligated to provide Vector with proper evidence of such exemption.

- 2.5.5.** Vector shall be entitled, at its reasonable discretion, to adjust prices in line with changes in the relevant costs used to calculate prices. Both price increases and price reductions are possible. Vector will increase or decrease prices if the contractual partners or upstream suppliers Vector requires to

render performance adjust their prices, or if Vector's personnel costs change. Increases in a particular cost category will only be used to justify a price increase to the extent that they are not offset by any decreases in costs in other areas. In the event of cost reductions, Vector will reduce prices to the extent that these cost reductions are not fully or partially offset by increases in other areas.

2.6. Claims for Defects

- 2.6.1.** The Customer shall notify Vector without undue delay of any Defects, stating the effects of the respective Defect (Notice of Defect). A Defect in quality is present if the contractual performance does not have the contractually agreed quality or is not suitable for the contractually agreed use.
- 2.6.2.** A Defect in title is present if the rights required for the contractual use of the contractual performance could not be validly granted to the Customer.
- 2.6.3.** In case of well-founded Notices of Defects, Vector shall remedy the Defects within a reasonable period after receipt of such notice. Where Defects have only an insignificant impact on the use of the contractually owed performance, Vector may provide a workaround on a temporary basis and remedy the Defect during a next version rollout in an upcoming maintenance window.
- 2.6.4.** The Customer shall have no claims due to Defects if a Defect is due to unauthorized modifications of the contractual service by the Customer or because the service has not been used in accordance with the contractually agreed provisions and the applicable license terms.
- 2.6.5.** If Vector is obligated to remedy a Defect or to supply a Product free of Defects, Vector may satisfy such obligation by replacing a Defective Product with a newer version, provided that the newer version of the Product has the same or a higher functionality than the functionality agreed upon in the respective License Contract.
- 2.6.6.** If third parties assert intellectual property rights against the Customer in relation to the use of the Products by the Customer in accordance with the terms of this EULA, the Customer shall notify Vector in writing without undue delay. Vector will, at its own option and in consultation with the Customer, either defend or settle the claims. The Customer shall not acknowledge the claims of third parties nor make any admission of liability, compromise or settlement on its own initiative. Customer shall provide reasonable assistance to Vector (at Vector's cost) in defending such claim. Vector shall defend claims against the Customer at its own expense and shall indemnify the Customer against all reasonable costs and damage in connection with the

defence of claims, unless such claims are based on a breach of duty on the part of the Customer.

2.6.7. If a claim arises under clause 2.6.6, Vector may at its discretion and option procure for the Customer the right to continue using the infringing Products, replace the Products or such element of the Products as is infringing or modify the Products to make them non-infringing. If none of these options are feasible, Vector may refund the customer for the infringing Product and the Customer will cease using it.

2.6.8. Vector shall be entitled to reimbursement of its expenses if the Customer complains about a Defect without being able to prove it

2.6.9. This clause 2.6 states the entire obligations and liabilities of Vector in relation to any Defect including without limitation any Defect in title to the exclusion of any other remedy otherwise available at law.

2.7. Liability

2.7.1. Nothing in the Licence Contract or this EULA shall affect a party's liability: (a) for deliberate default; (b) for fraud or fraudulent misrepresentation; (c) for death or personal injury caused by the party's negligence; (d) in the case of the Customer, for payment of any fees payable under these Terms and Conditions; and (d) where statute prevents such liability from being excluded or limited by contract.

2.7.2. Subject to clauses 2.7.1 and 2.7.4, Vector's total liability for all claims in aggregate for breach of contract, tort (including negligence) or otherwise under or in connection with a Licence Contract including this EULA, shall be limited to the lower of the following amounts: GBP 100,000 (one hundred thousand Great British Pounds) or the total amount payable under the License Contract in the twelve (12) months prior to the first claim being made.

2.7.3. Liability of either party under the Licence Contract and this EULA for loss of profit, additional labour costs incurred by the Customer, loss of anticipated savings, loss of opportunity, loss of use, loss of revenue (other than payment under the Licence Contract), loss of contracts, and/or any indirect or consequential loss shall be excluded.

2.7.4. To the extent that Vector's liability is excluded or limited according to the foregoing, this shall also apply to the liability of Vector's officers, employees, contractors, legal representatives and agents.

2.8. Export control

2.8.1. The Customer shall be responsible for compliance with the export control regulations applicable to it.

2.8.2. Compliance with the relevant export control regulations shall be an essential contractual obligation.

2.8.3. In case of a breach of this essential contractual obligation, Vector shall be entitled to the termination of the contract.

2.9. Transfer of rights and claims

2.9.1. The transfer of rights and claims, with the exception of payment claims, shall require Vector's written consent.

3. Force majeure

3.1. Vector shall not be liable for any failure or delay in the provision of the Products for any period during which such failure or delay is caused by unforeseeable events or circumstances beyond Vector's reasonable control, including, but not limited to, acts of God, war, strikes or labour disputes, embargoes, governmental orders, interruption to telecommunications networks or power supplies or other events of force majeure.

3.2. Vector shall notify the Customer within a reasonable period of time of the occurrence of such a force majeure event.

4. Final provisions

4.1. Third party rights

4.1.1. The License Contract and the EULA do not confer any rights to third parties under the Contracts (Rights of Third Parties) Act 1999.

4.2. Written form requirement; Language

4.2.1. Amendments and supplements to the License Contract and/or the EULA must be made in writing and signed. The same shall apply in particular for amendments and supplements to this written form clause.

4.2.2. In the event that there are multiple versions of this EULA in different languages, the German version shall take precedence.

4.3. Applicable law; Place of jurisdiction

The License Contract and the EULA shall be governed exclusively by, and construed in accordance with, English law. All disputes arising directly or indirectly from the License Contract and the EULA shall be subject to the jurisdiction of the English courts.

Annex 1: License Types

1. License types for Desktop Edition Products

1.1. Device License

1.1.1. Licensing Basics

A Device License grants the right to use the licensed Product on or together with one (1) Device. The Device can be the Physical Desktop itself or it can be connected to the Physical Desktop.

The licensed Product may be used by users on or with the assigned Device, with the provision that the Product may be run simultaneously only on one (1) Physical Desktop.

Before the Customer uses a Product under the Device License, the Customer must assign this License to a Device (Assignment).

1.1.2. Licensing

The following provisions apply to a Device License:

- (i) The licensed Product may be used via the interfaces provided on the user's Physical Desktop, for example via the graphical user interface or the automation interfaces.
- (ii) Use is permitted exclusively for the user's own purposes.
- (iii) It is not permitted to use the Product on the Physical Desktop via remote connection. This means, among other things, that the licensed Product may never be used on a Virtual Desktop.
- (iv) The licensed Product may not be used on a compile server, build server or similar server types.
- (v) It is not permitted to virtualize the Device to which the licensed Product is assigned. It is in particular not allowed to virtualize the Device so that the Device can be used together with several potential Physical or Virtual Desktops by means of this virtualization or by any other automated mechanism (e.g. by using a dongle server). For the avoidance of doubt: the licensed Product may only be used on the Physical Desktop to which the Device is physically connected.
- (vi) Exceptions to these definitions may apply. Exceptions are defined in the Product documentation or the Product data sheet.

1.1.3. Technical Measures

The Device License may only be activated on one Device.

1.2. Named-User License

1.2.1. Licensing Basics

A Named-User License grants the right to use the licensed Product on one (1) Physical or Virtual Desktop at the same time for one (1) Named-User for his own purposes. The Named-User must not be an anonymous, fictitious or technical user.

Before the Customer uses a Product under the Named-User License, the Customer must assign this License to a Named-User (Assignment).

1.2.2. Licensing

The following provisions apply to a Named-User License:

- (i) The licensed Product may be used via the interfaces provided on the Named-User's Physical or Virtual Desktop, for example via the graphical user interface or the automation interfaces.
- (ii) Use is permitted exclusively for the Named-User's own purposes.
- (iii) It is permitted to use the licensed Product through a remote connection if it is for the Named-User's own purposes. This means that such use is only permitted if the Named-User himself uses the licensed Product via the remote connection.
- (iv) The licensed Product may not be used on a compile server, build server or similar server types.
- (v) Exceptions to these definitions may apply. Exceptions are defined in the Product documentation or the Product data sheet.

1.2.3. Technical Measures

There are different technical Activation procedures for the Named-User License:

- (i) In the case of network-based Activation, the License is activated on a License Server. Named-Users must have access to this License Server in order to use the licensed Product.
- (ii) In the case of Device-based Activation, the License is activated on up to two Devices or Virtual Desktops. The Devices or Virtual Desktops on which the licensed Product is activated can be changed as often as required.

2. License types for Test Bench Edition Products

2.1. Test Bench License

2.1.1. Licensing Basics

A Test Bench License grants the right to use the licensed Product on one (1) test bench or one (1) Production Station for the purposes of the test bench or Production Station. For each License, the Customer may only start and run

one (1) Product at a time on the test bench or Production Station.

The test bench or Production Station cannot be a generic developer workstation (for example, sporadic use by several users to perform their own development tasks is not permitted). For the avoidance of doubt: detailed analysis or authoring activities shall only be carried out at the test bench or Production Station for the purposes and operation of the test bench or Production Station and under no circumstances for other test benches, Production Stations or development workstations.

The Test Bench License is a supplement and not a replacement for the Desktop Edition products. It is not permitted to use the Test Bench License for development, testing, validation, parameter optimization or for updating software in place of the Desktop Edition products.

Before the Customer uses a Product under the Test Bench License, the Customer must assign this License to a test bench or Production Station (Assignment).

2.1.2. License

The following provisions apply to a Test Bench License

- (i)** It is permissible to operate the licensed Product with one (1) physical test bench or Production Station computer, or within one (1) virtual machine at the test bench or Production Station.
- (ii)** It is permissible to use the licensed Product through a remote connection or by automated use if it is for the purposes of the allocated test bench or Production Station.
- (iii)** It is not permissible to virtualize the Test Bench License in such a way that the License is used together with several potential test benches or Production Stations by means of this virtualization (e.g. dongle server) or by other automated mechanisms.
- (iv)** The Test Bench License may also be used at other test benches or Production Stations in accordance with the Assignment rules (see 1.6).
- (v)** Work Products that are created or modified at a test bench or Production Station may be used at other test benches or Production Stations that fulfil the same purpose. This process is not considered a Re-Assignment. Exceptions to these definitions may apply. Exceptions are defined in the Product documentation or the Product data sheet.

2.1.3. Technical Measures

The Test Bench License is activated on a physical or virtual test bench or Production Station computer, on hardware interfaces supplied by Vector, e.g. VN1630, or on dongles supplied by Vector.

3. License types for Server Edition Products

3.1. CI Team License

3.1.1. Licensing Basics

The CI Team License permits the use of the licensed Product by and for the purposes of a development team or several development teams. Any restriction on the use of the licensed Product to a specified (project) scope must be expressly provided for in the relevant License Contract. The cost of a CI Team License depends on the total size of all development teams working on Software Products or Software Projects for which the licensed Product is used within the defined Enterprise Level as well as on whether and to what extent a (project) scope has been contractually agreed upon.

Explanation: The size of the development team(s) represents the effort required for the development and testing of the Software Products or Software Projects. The costs charged for the CI Team License are thus indirectly derived from the size and complexity of the Software Products and Software Projects of the defined Enterprise Level developed using the licensed Product.

The total size of all development teams is determined by adding the size of the development teams within the defined Enterprise Level that benefit from the use of the licensed Product. A development team includes all software developers, test developers and other employees who make changes to the Software Projects or Software Products. If artefacts are generated automatically, e.g. by a code generator, the input artefacts for the code generator are also taken into account. The authors of these input artefacts also count as part of the development team. All participants of the development team are in the following referred to as "committers".

Committers are always natural persons. The development team also includes committers who do not have direct access to the licensed Product.

Committers can be from one or more organisational units (e.g. organisational teams, groups or departments). External project members and development teams from suppliers are also counted as committers if they also benefit from the use of the licensed Product.

If software developers only develop artefacts that while they are used in the context of Software Projects or Software Products, are not developed and tested in this context, but are developed and tested separately, these developers are not counted as committers.

3.1.2. Licensing

The costs charged for the CI Team License depend on the number of committers on the development team(s). The number of committers on the

development team(s) must be specified when purchasing the CI Team License.

If the development team is expanded or if new development teams are added who will also benefit from the use of the licensed Product, the CI Team License must be adjusted to the new number of committers (rescaling, which takes place every 6 months).

The purchase of a CI Team License entitles the development team or teams to use the licensed Product simultaneously on different servers, on different computing resources, in the cloud and on Desktops. The number of simultaneously running instances of the licensed Product is unlimited.

3.1.3. Technical Measures

The CI Team License is activated on a License Server. An unlimited number of instances of the licensed Product may be executed.

3.2. CI Agent License

3.2.1. Licensing Basics

The CI Agent License allows the simultaneous use of the licensed Product according to the number of Agents purchased.

The CI Agent License comprises several Agents that allow the running of the licensed Product. Exactly one (1) Agent is required to run an instance of the licensed Product. The Agent is blocked while the instance of the licensed Product runs and is released again immediately after this instance is terminated.

3.2.2. Licensing

The cost of the CI Agent License is based on the number of licensed Agents that can be used simultaneously.

The purchase of a CI Agent Count License entitles the licensee to use the licensed Product on different servers, on different computing resources, in the cloud and on Desktops. The number of simultaneously running instances of the licensed Product is limited by the number of Agents.

3.2.3. Technical Measures

The CI Agent License is activated on a License Server. When an instance of the licensed Product is launched, an Agent is assigned to this instance and blocked while this instance is running. When the instance of the licensed Product is terminated, the Agent is immediately released and becomes available again for allocation to and use by another instance of the licensed Product.

3.3. CI Volume License

3.3.1. Licensing Basics

The CI Volume License allows the simultaneous use of the licensed Product, with costs calculated based on usage.

Utilisation is measured depending on the Product using one of the following metrics: Product runtime, amount of data processed (e.g. input or output data), or number of times the Product has been executed. Which of these metrics applies depends on the specifications for the specific Product.

3.3.2. Licensing

The cost of the CI Volume License is based on the measured scope of use of the Product. Unused consumption volumes expire at the end of the subscription period. In addition to the relevant metric applied to measure the use, the increment in which use is recorded is also defined on a Product-specific basis.

The purchase of a CI Volume License entitles the licensee to use the licensed Product on different servers, on different computing resources, in the cloud and on desktops. The number of simultaneously running instances of the licensed Product is unlimited.

3.3.3. Technical Measures

The CI Volume License is activated on a License Server. Upon the Start of an instance of the licensed Product, the data on the usage according to the relevant metric is transmitted to the License Server in defined, discrete steps.

Annex 2: License restrictions

In addition to the conditions of the license types (see Annex 1), the rights to use the Products may be further restricted by so-called license restrictions. The terms of the license restrictions apply in addition to the terms of the license models and license types and are not exclusive.

1. Evaluation License

An Evaluation License permits the use of the licensed Product exclusively for the internal evaluation of whether and to what extent the Product is suited to the Customer's purposes. The License may expressly not be used for productive purposes of the Customer.

With an Evaluation License, the licensed Product may have a limited or reduced range of functions.

The License may not be sold or made available for the use by third parties.

2. Academic License

An Academic License permits the use of the licensed Product within an agreed department of an academic institution by (a) lecturers of that academic institution for teaching purposes or (b) students in the context of their studies.

The License may not be sold or made available for the use by third parties.

3. Training License

A Training License permits the use of the licensed Product for the internal training of the Customer's employees and third parties acting on behalf of the Customer. The License may expressly not be used for productive purposes of the Customer.

The License may not be sold or made available for the use by third parties.

4. Development Reference License

The Development Reference License allows the development partner to use the licensed Product exclusively for non-production purposes. The licensed Product can be used, for example, to create interfaces to Products or to ensure compatibility or interoperability between Products from different manufacturers or to verify the operation, compatibility, interoperability or function of the licensed Product within one's own development environment.

The License may not be sold or made available for the use by third parties.

5. Complimentary Replacement License

The Complimentary Replacement License may be used for the Customer's production purposes and, among other things, remedies Defects or compatibility problems of the originally licensed Product. It is an additional delivery that supplements the originally purchased License. The originally purchased License is not invalidated by the provision of the

Complimentary Replacement License. The Customer is entitled to use either the originally purchased License or the Complimentary Replacement License, but not both Licenses at the same time.

If both Licenses are activated, the Customer is obligated to issue the same Assignment for both Licenses.

From a commercial and legal perspective, the originally purchased License is decisive, which is supplemented by the Complimentary Replacement License. It is not possible to purchase an Update for the Complimentary Replacement License. It is also not possible to conclude a maintenance agreement for the Complimentary Replacement License.

The License may not be sold or made available for the use by third parties.

6. Archive Perpetual License

“Long-Term Obligation” refers to an obligation on the part of the Customer, arising from statutory or contractual provisions in the relevant market, to remedy defects in a product supplied by the Customer to its own customers, even if the warranty period has already expired.

6.1. Licensing Basics

An Archive Perpetual License grants the right for a user to use the licensed Product on a Physical or Virtual Desktop for that user's own purposes.

The Archive Perpetual License applies to a specific version of the Product and grants the right to use that version indefinitely.

6.2. Licensing

The following provisions apply to an Archive Perpetual License:

6.2.1. Use is permitted solely for the purpose of fulfilling Long-Term Obligations.

6.2.2. The use of the licensed Product for active development or in a production environment is not permitted.

6.2.3. It is not permitted to use the licensed Product for regular software updates within the Customer's product. Software updates and upgrades are part of the standard development process, for which a standard license must be purchased.

6.2.4. The licensed Product can be used via an interface on a Physical or Virtual Desktop, for example via a graphical user interface or a command-line interface.

6.2.5. Use is permitted only for the user's own purposes.

6.2.6. A user is permitted to use the licensed Product for that user's own purposes via a remote connection and to virtualise the device to which the licensed Product is assigned.

For the avoidance of doubt: The Archive Perpetual License may relate to an older version of the Vector Product. For security reasons, the Customer may

therefore wish to use this older version of the Product only in a secure environment that is isolated from the rest of the Customer's network. The option of remote use or virtualisation is intended to enable such use within a secure environment.

Any exceptions to the above provisions are specified in the Product documentation or the Product datasheet.

6.3. Technical Measures

The License is assigned to one (1) dedicated Device (e.g. a dongle). The assignment cannot be changed.

Desktops on which the licensed Product is run require either a direct connection to this dedicated Device or a connection to a server that virtualizes the Device. The simultaneous use of the licensed Product on more than one Desktop is not permitted and is prevented by technical means.

Annex 3: Product-specific terms

1. DaVinci, TA Tool Suite, vTESTstudio and VectorCAST Products

In addition to the license types for Desktop Edition Products described in Annex 1, the Floating License for the DaVinci, TA Tool Suite, vTESTstudio and VectorCAST Desktop Edition Products is defined below.

1.1. Licensing Basics

A Floating License grants the right to use the licensed Product on a Physical or Virtual Desktop via a natural person for that person's own purposes. A natural person must not be an anonymous, fictitious or technical user.

The Floating License includes one or more Agents. An Agent enables sequential use of the licensed Product on different Desktops. The number of Agents determines the maximum number of Desktops on which the licensed Product can be used at the same time.

1.2. Licensing

The following terms apply to the Floating License:

- (i) The licensed Product may be used via the interfaces provided on the physical or Virtual Desktop, for example via the graphical user interface or the automation interfaces.
- (ii) Use is permitted exclusively for the natural person's own purposes.
- (iii) It is permitted to use the licensed Product through a remote connection if it is for the natural person's own purposes.
- (iv) It is permissible to run the licensed Product on a Desktop, provided that at least one unused Agent of the Floating License is available for allocation to this Desktop. As long as the Agent is allocated to the Desktop, one or more instances of the licensed Product may be run on this Desktop.
- (v) The licensed Product may not be used on a compile server, build server or similar server types.
- (vi) Exceptions to these definitions may apply. Exceptions are defined in the Product documentation or the Product data sheet.

1.2.1. Floating License Single Site

The Floating License Single Site is valid for the Customer's site specified in the License Contract. The users and Desktops must be situated at this location.

1.2.2. Floating License Regional

The Floating License Regional is valid for one (1) geographical region. The following geographical regions are defined:

- (i) America
- (ii) Europe / Middle East / Africa (EMEA)
- (iii) Asia-Pacific

The users and Desktops must be situated in the same geographic region.

1.2.3. Floating License Global

The Floating License Global is valid for all geographical regions. The users and Desktops may be located in all geographical regions.

1.3. Technical Measures

The Floating License is activated on a License Server.

When an instance of the licensed Product is run on a Desktop, an Agent of the Floating License is allocated to this Desktop. If the allocation is successful, the instance can be used. The user can run additional instances of the licensed Product on the same Desktop without blocking additional Agents of the Floating License. If all Agents are allocated to a Desktop, it will not be possible to run the licensed Product on an additional Desktop.

As soon as the user has stopped running all instances of the licensed Product on a Desktop, the Agent is returned to the License Server and is immediately available for use again.

Desktops running the licensed Product require a connection to the License Server.

1.4. General Terms

1.4.1. U.S. Government

If Customer is an agency or Unit of the U.S. Government, the Product and the related Documentation are "commercial items," specifically "commercial computer software" and "commercial computer software documentation," and consistent with FAR 12.212 and DFARS 227.7202, as applicable, are licensed to Customer only with those rights as are granted pursuant to the License Contract. The Product has been developed exclusively at private expense.

1.4.2. Export control

The Customer is responsible for adherence to the applicable export regulations. The Customer acknowledges that the Product is subject to the export control laws and regulations of the United States and possibly other countries as well. Customer confirms that Customer : (a) shall not export or re-export, and shall not allow any third party to export or re-export, the Product in violation of the export control laws of the United States or of any other country, (b) is not located in, and shall not export Product to, any embargoed or restricted country (currently in particular, but not limited to, Cuba, Iran, North Korea, Sudan, Syria and Russia), and (c) is not, and shall not deliver the Product to anyone, on the U.S. Commerce Department's Table

of Denial Orders or the U.S. Treasury Department's Specially Designated Nationals List.

2. PC-lint Plus Products

Definitions

- „**PLUS**“: means the computer software identified in the License Contract as PC-lint Plus Software and all related documentation (hereinafter “Documentation”) delivered with or included in that software.
- „**Licensed Entity (also referred to as You)**“: means the organization whose Team members are being licensed to use PLUS pursuant to the terms of the License Contract. Licensed Entity will ensure that all licensed Developers, whether or not they are formally part of the Licensed Entity, shall abide by all terms and conditions of the License Contract. E.g., all freelance consultants, independent contractors, etc. that are part of the licensed Team shall abide by all terms of the License Contract.
- „**Developer**“: means anyone within the purview of the Licensed Entity (including employees, consultants, clients, and contractors) whose responsibilities, functions, duties, or obligations involve writing, modifying, maintaining, extending, repairing, testing, auditing, analyzing, verifying, reviewing, or otherwise working with or interacting with the source code of the Project.
- „**Project**“: means a defined set of C/C++ source code which is the intended target of analysis by PLUS under the License Contract.
- „**Team**“: means the complete set of all Developers associated with a particular Project.
- „**Shared Code**“: means source code developed, modified, or maintained by Licensed Entity that is referenced, or used, within Licensed Entity outside of Project.

2.1. LICENSING Terms

2.1.1. License Type

PLUS is available as a "Special License" under the terms described in this supplement.

2.1.2. Scope of License

Vector grants to You (Licensed Entity) a non-exclusive, non-transferrable license to use PLUS and Documentation under the following conditions and prerequisites:

PLUS may be used to analyze any Project developed or maintained by Licensed Entity provided that all of the Developers of said Project within the purview of Licensed Entity (a.k.a. the Project's Team) are licensed PLUS users.

When the number of Developers on the licensed Team is increased beyond the number that is licensed, or a license is needed for a different Team, additional licenses must be purchased.

When a licensed Developer leaves a licensed Team, his/her license may be released and reassigned to a replacement Developer within the licensed Team.

For every licensed Developer within your Team, You may reassign a license to a new Replacement Developer 2 times during any 12 month period.

Servers running PLUS will be covered by a Team license if all the Developers who work on the source code being analyzed on the server are licensed under a Team license. There are no restrictions on the physical locations of the licensed Developers within the Team or on the licensed servers.

You may copy PLUS and Documentation into any machine readable or printed form for backup purposes in support of your use of PLUS.

2.1.3. Limitations

Analyzed Projects' entire analysis environment may include Shared Code only when one or more of the following is true for every instance of Shared Code appearing therein:

- (i)** Within the Licensed Entity, all instances of Shared Code exist only within those Projects whose Teams are licensed to use PLUS.
- (ii)** The implementation of Shared Code is not analyzed by PLUS (e.g., only declarations exposed via header files are made available to PLUS).
- (iii)** Those projects that are developed by unlicensed Teams and that use Shared Code will not benefit from the analysis of such Shared Code (i.e., PLUS output and source code modifications to Shared Code which are made as a result of PLUS analysis will not be made available outside of the licensed Teams).
- (iv)** The Shared Code is open-source or other third-party code (a) that is not significantly modified, or (b) where the modifications consist entirely of bug fixes that are the result of using PLUS.

The output of PLUS, and all derivatives thereof, may not be distributed outside of Licensed Entity without the written permission of Vector, except as required by law or for formal auditing purposes.

Exception: The output of PLUS, when used to analyze a limited portion of artificially constructed code or isolated bugs in publicly available open-source code, may be distributed outside of Licensed Entity exclusively for the purpose of promoting PLUS by demonstrating the capabilities of PLUS.

You may not use, copy, or modify PLUS, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in the License Contract or in a written and duly signed agreement with Vector.

You may not decompile or reverse engineer PLUS.

You may not attempt to circumvent or interfere with any license management tool provided to regulate the use of PLUS.

Without the express written permission of Vector, You may not transfer possession of any copy, modification, or merged portion of PLUS to any party that is not licensed to use PLUS.

2.2. Open-Source Software or other third-party Software

PLUS may contain open source software or other third-party software, and Documentation may contain third-party material, which are provided under separate license terms.

Annex 4: Provision of software free of charge

Definitions

- **"Utilities"**: software provided by Vector free of charge which performs certain tasks relating to the Product and which is required, among other things, for the correct commissioning and/or use of the Products. The contractually intended use of the Utilities only occurs together with a Product.
- **"Sample Code" or "Sample Configurations"**: Software provided by Vector free of charge, which serves as an example or aid for the Customer to quickly and effectively use the licensed Product for the Customer's use case. The contractually intended use of the Sample Code or Sample Configurations only takes place together with a purchased Product.

1. Utilities

- 1.1** Vector shall provide the Utilities to the Customer free of charge exclusively for the Customer's own use.

The Customer shall not modify, expand, reproduce or distribute the Utility. Vector reserves all intellectual property rights, industrial and other property rights to the Utilities.

- 1.2** Vector may modify and/or discontinue delivery of the Utilities at any time without prior notice.

2. Sample code or sample configurations

- 2.1** Vector shall provide Sample Code or Sample Configurations in certain cases as part of its performance (e. g. in the context of Product deliveries, downloads or the provision of Product demos).

- 2.2** Vector shall provide the Customer with Sample Code or Sample Configurations free of charge exclusively for the Customer's own use. The Customer shall in particular not be authorised to sell Sample Code or Sample Configurations, to make them available to third parties for use or to make them publicly accessible (e. g. by uploading them to Github or similar platforms).

The Customer shall be authorised to modify, expand and productively use the Sample Code or the Sample Configuration for its own purposes.

Vector reserves all intellectual property rights, industrial and other property rights to the Sample Codes or the Sample Configurations.

- 2.3** Vector may modify and/or discontinue delivery of the Sample Code or Sample Configurations at any time without prior notice.