

Vector Standard Terms and Conditions for Tool Hardware and Device Software

1. Terms and Conditions

Vector North America Inc. (“**Vector**”) and Customer agree that these Vector Standard Terms and Conditions for Tool Hardware and Device Software (“**Terms and Conditions**”) govern the Purchase Order or any other document that Customer may heretofore have sent or later send to Vector (collectively “**Customer Documents**”). Vector’s Quote is an offer issued to Customer for Customer’s acceptance upon issuance of a Customer Document. Fulfillment of Vector’s Quote accepted by the Customer is expressly conditioned upon Customer’s corresponding acceptance of these Terms and Conditions, which acceptance shall be deemed to occur upon the earlier of Customer’s issuance of a Purchase Order or other Customer Document upon receipt of these Terms and Conditions or Customer’s failure to object in writing within ten (10) days after later receipt of the Terms and Conditions notwithstanding: (i) the inclusion of, or reference to, different or additional terms and conditions on the Customer Document, (ii) Vector’s shipment to Customer of the Vector Product set forth on the Customer Document, or (iii) Vector’s acceptance of the purchase price set forth on the Customer Document. In any event, if there shall be any deviation, inconsistency or conflict between the Terms and Conditions and the Customer Document (including those terms appearing on the reverse side of, or as an attachment to, a Customer Document), Vector rejects such deviating, inconsistent or conflicting terms and the Terms and Conditions shall govern and control.

2. Additional Definitions

- 2.1 “**Customer**” means the legal entity which has accepted the Quote.
- 2.2 “**Customer Computer**” means a server, desktop computer, portable computer, and other portable and/or fixed testing equipment owned, leased, or manufactured by Customer on which the Device Software is installed and used in order to operate the Vector Tool Hardware.
- 2.3 “**Device Software**” means the software that provides the software interface to the Vector Tool Hardware, and/or other software that is needed to operate the Vector Tool Hardware.
- 2.4 “**Device Software Media**” means the CD, DVD or other data carrier on which Device Software is stored for delivery to Customer.
- 2.5 “**Invoice**” means the document sent by Vector to Customer requesting payment for the Vector Product delivered to Customer.
- 2.6 “**Order Confirmation**” means Vector’s confirmation of the Purchase Order.
- 2.7 “**Purchase Order**” means Customer’s acceptance of the Quote.
- 2.8 “**Quote**” means the offer sent by Vector to Customer in response to Customer’s request for a quote, which shall be governed by these Terms and Conditions, even if the Quote does not reference these Terms and Conditions.
- 2.9 “**Vector Tool Hardware**” means the computer hardware, hardware components, ancillary and/or accessory equipment specified in the Quote or Order Confirmation for the development, analysis and/or optimization of electronic networks and electronic control units. Vector Tool Hardware does not include electronic control units themselves, such as Vector’s universal controllers for charging stations and Vector’s electronic control units for vehicle communication.

- 2.10 **“User Manual”** means the corresponding Vector Product documentation included on the Device Software Media or separately therewith as an electronic document made available by Vector via internet or as a hard copy.
- 2.11 **“Vector Product”** means the Vector Tool Hardware together with any associated Device Software, ordered by Customer from Vector, which is described on the Order Confirmation or some other document issued by Vector in relation thereto.

3. **Modification**

The Terms and Conditions may not be modified, altered or added to except with Vector's prior written consent, signed by a duly authorized representative of Vector.

4. **License Grant and Limitations**

4.1 License Grant and Scope of Permitted Use

Subject to these Terms and Conditions and provided that Customer does not breach the scope of this Section 4.1 license or the license limitations set forth in Section 4.2 hereof, Vector grants Customer a perpetual, non-exclusive, and limited license to install and use the Device Software on a Customer Computer solely for the purpose of operating the Vector Tool Hardware.

4.2 License Limitations

- 4.2.1 Customer is prohibited from using the Device Software outside the licensed scope of permitted use as stated in Section 4.1; engaging in activities contrary to this license or the license limitations set forth in this Section 4.2 shall subject Customer to a claim for indemnification by Vector under Section 14.
- 4.2.2 Customer may make copies of the Device Software for (a) backup and archival purposes; and (b) installing the Device Software on multiple Customer Computers for use in accordance with Section 4.1. Any other copying of the Device Software is prohibited.
- 4.2.3 Customer is prohibited from modifying, creating derivatives of, reverse engineering, decompiling, disassembling, or translating the computer language of the Device Software; engaging in these activities shall subject Customer to a claim for indemnification by Vector under Section 14.
- 4.2.4 Customer is prohibited from assigning the license granted Section 4.1 hereof to any affiliate or other third-party without the express written consent of Vector; engaging in these activities shall subject Customer to a claim for indemnification by Vector under Section 14.

5. **Technical Support**

As part of the purchase price, Vector will provide Customer with a reasonable amount of technical support for the Vector Product; the amount of the technical support shall be in Vector's sole discretion. Vector reserves the right to discontinue providing technical support to Customer if Vector determines that Customer is making excessive requests for technical support. In such case, Customer may purchase additional technical support for the Vector Products at Vector's then-current rates. Vector will provide technical support solely via telephone, e-mail, or electronic remote access, the selection of which shall be in Vector's sole discretion. To initiate technical support via e-mail, Customer may contact Vector at support@us.vector.com. To initiate technical support via telephone, Customer may contact Vector at (248) 449-9290, option 2. Vector will provide technical support from Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time only to those Customers served directly by Vector.

6. Delivery and Shipment

Unless otherwise specified by Vector, all prices quoted are DAP for places of destination within USA or EXW Vector's place of business for all other places of destination (Incoterms 2020). Notwithstanding anything to the contrary stated in the foregoing Incoterms, upon delivery of the Vector Product to the carrier for shipment to Customer, all risk of loss, damage and other incidents of ownership shall immediately pass to Customer. Vector also reserves the right to ship the Vector Product on common carriers selected from those carriers having specific authority to serve Vector.

7. Taxes

Vector shall not in any event be liable or responsible for any taxes, assessments, duties or other governmental charges which may be imposed upon, levied against or claimed to be due from Customer and which are, or are asserted or claimed by Customer to be attributable in any manner or to any extent to the failure, neglect or refusal, or to the claimed or alleged failure, neglect or refusal, of Vector to ship or deliver the Vector Product at the time, in the quantity, and/or in the manner specified in or under the Terms and Conditions. To the extent legally permissible, all present and future taxes and duties imposed by any governmental authority that Vector may be required to pay or collect upon or with reference to the sale, purchase, transportation, delivery, storage, use, installation, testing, or importation of the Vector Product (except income taxes) shall be added to the purchase price and shall be paid by Customer to Vector.

8. Payment, Customer's Financial Ability

If Vector pays shipping costs for special shipping requests, including, but not limited to, requests for overnight shipping, Vector may, in its sole discretion, charge this additional cost to Customer by adding such cost to the total price of the Vector Product. Payment for the Vector Product, including such additional shipping costs, if any, is due net 30 days from date of the Invoice. If, at any time, Vector determines that Customer does not have satisfactory financial ability to perform under these Terms and Conditions, then Vector has the right to demand from Customer adequate assurances of due performance, payment in advance, a progression of payments in amounts reasonably satisfactory to Vector, or satisfactory security or a guarantee that invoices will be promptly paid when due. If Customer fails to comply with any such demand within seven (7) business days of Customer's receipt of such demand, Vector has the right to withhold further deliveries, to suspend performance hereunder, or to terminate Customer's order, and any unpaid amounts shall thereupon become immediately due.

9. Insolvency

Vector may immediately cancel the Purchase Order or other Customer Document without liability to Customer in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Customer; (b) filing of a voluntary petition in bankruptcy by Customer; (c) filing of any involuntary petition in bankruptcy against Customer; (d) appointment of a receiver or trustee for Customer; or (e) execution of an assignment for the benefit of creditors by Customer.

10. Cancellation/Returns/Refunds

Customer may not cancel the Purchase Order except with Vector's written consent. If Customer cancels the Purchase Order with or without Vector's written consent, Customer may be liable for any loss (including loss of profit) suffered by Vector by reason of Customer's

cancellation. In the event that Customer cancels the Purchase Order, Vector may demand that Customer pay, immediately upon such demand, the following amounts: (a) an amount equal to the price set forth in the Order Confirmation for Vector Products which prior to such cancellation have been completed in accordance with the Terms and Conditions and not previously paid for; (b) an amount equal to the costs of work-in-process and raw materials incurred by Vector in furnishing the Vector Product; and (c) an amount equal to Vector's lost profit. In the event of Customer's failure or refusal to accept the Vector Product, or other default either before or after delivery to carrier, Vector may, without notice, retain or repossess said Vector Product and require that Customer pay to Vector the full purchase price less an allowance for the difference, if any, between the purchase price and the then current value thereof. Vector will not accept any returns or provide any refunds on Vector Products that are special order and configured for the Customer. Any other returns for exchange or refund request will be at Vector's discretion.

11. Delays

Vector shall not be held liable or deemed in default if prevented from or delayed in performing any of the obligations of the Terms and Conditions by reason of an event or occurrence beyond its reasonable control, such as, by way of example and not by way of limitation, Customer delays, labor problems, or inability to obtain power, material, labor, equipment, or transportation.

12. Intellectual Property Rights and Confidentiality

All Vector Products, User Manuals, and Device Software Media, including all rights, title and interest therein, are and shall remain the exclusive intellectual property of Vector or its licensors. The structure, organization and/or code of the Vector Products, User Manuals, and Device Software Media are confidential information of Vector and shall neither be examined or reverse-engineered by Customer (or its employees) nor disclosed by Customer (or its employees) to any third parties, regardless of the reason. The Vector Products, User Manuals, and Device Software Media are protected by copyright, trade secret, and other intellectual property laws, including without limitation United States Copyright Laws and International Copyright Treaties. Customer shall not remove, modify, or destroy any proprietary markings of Vector or its licensors affixed to or embedded within the Vector Products, User Manuals, and Device Software Media, including, but not limited to, legends and notice of Vector or its licensor's ownership and title to trademarks, trade names, trade secrets, copyrights or patents placed upon or contained within the Vector Products, User Manuals, and Device Software Media. Customer agrees to reproduce all such markings upon or within authorized copies of the Vector Products, User Manuals, and Device Software Media.

13. Limited Warranty

13.1 Performance Warranty

Vector warrants that the Vector Product, for a period of two (2) years after delivery, shall operate substantially in accordance with the corresponding User Manual when the Vector Product is installed and maintained correctly. Vector does not represent or warrant that the operation of Vector Product will (a) be uninterrupted or error free; or (b) conform to any reliability, performance or compatibility standards beyond those set forth in the corresponding User Manual.

13.2 Remedy

Upon delivery of a written notice of a Vector Product warranty claim by Customer to Vector prior to the expiration of the warranty period, Vector shall provide Customer with the repair and/or replacement necessary to cause the Vector Product to operate substantially in accordance with the corresponding User Manual. The type of repair and/or replacement provided by Vector to Customer shall be within the sole discretion of Vector. Vector shall be deemed to have complied with this Section 13.2 and its corresponding Vector Product warranty obligations upon provision of repair and/or replacement to Customer.

13.3 WARRANTY DISCLAIMER

EXCEPT SOLELY AS SET FORTH IN SECTION 13, CUSTOMER ASSUMES THE ENTIRE RISK AS TO THE USE OF THE VECTOR PRODUCT(S) AND ANY RESULTS GENERATED THEREBY. THE LIMITED WARRANTY IN SECTION 13 IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. VECTOR SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ANY WARRANTY FROM VECTOR, WHETHER GRANTED PURSUANT TO THESE TERMS AND CONDITIONS, OR BY LAW, SHALL BE VOID IF ANY VECTOR PRODUCT IS MODIFIED AFTER DELIVERY WITHOUT THE PRIOR WRITTEN CONSENT OF VECTOR.

14. LIMITATION OF LIABILITY AND INDEMNIFICATION

AS AN EXPRESS CONDITION TO INSTALLING AND/OR USING THE VECTOR PRODUCT(S), CUSTOMER AGREES THAT VECTOR AND ITS AFFILIATES SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY DAMAGES WHATSOEVER RELATED TO THE VECTOR PRODUCT(S) OR ANY RESULTS GENERATED THEREBY, INCLUDING ANY AMOUNTS REPRESENTING CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, LOSS OF PROFIT, LOSS OF BUSINESS, EXEMPLARY DAMAGES, OR PUNITIVE DAMAGES, INCLUDING COSTS OR DAMAGES RELATED TO PRODUCT RECALLS, PROGRAM DEVELOPMENT/PRODUCTION DELAYS, WORK STOPPAGES, OR PRODUCT LIABILITY, EXCEPT IN CASES OF INTENTIONAL WRONGDOING, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.

AS AN EXPRESS CONDITION TO INSTALLING AND/OR USING THE VECTOR PRODUCT(S), CUSTOMER AGREES TO INDEMNIFY VECTOR AND ITS AFFILIATES FROM AND AGAINST (a) ANY AND ALL THIRD PARTY CLAIMS AND DAMAGES INCURRED BY VECTOR, INCLUDING ATTORNEY'S FEES RELATED THERETO, THAT ARISE OR RESULT FROM AUTHORIZED OR UNAUTHORIZED USE OR MISUSE OR OPERATION OF THE VECTOR PRODUCT(S) BY CUSTOMER OR BY ANYONE TO WHOM CUSTOMER PROVIDED THE VECTOR PRODUCT(S) AND (b) ANY DAMAGES WHATSOEVER INCURRED BY VECTOR THAT REPRESENT CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT, LOSS OF BUSINESS, A DIMINUTION IN VALUE OF VECTOR OR ITS PRODUCTS, EXEMPLARY DAMAGES, OR PUNITIVE DAMAGES ARISING OUT OF, OR IN CONNECTION WITH ANY INFRINGEMENT OF VECTOR'S INTELLECTUAL PROPERTY RIGHTS BY CUSTOMER'S USE OF THE DEVICE SOFTWARE OUTSIDE OF THE SCOPE OF PERMITTED USE SET FORTH IN SECTION 4.1 OR IN BREACH OF THE LICENSE LIMITATIONS SET FORTH IN SECTION 4.2 HEREOF.

15. General Provisions

15.1 Choice of Law

The Terms and Conditions shall be interpreted in accordance with and governed by the laws of the State of Michigan, USA, without regard to its conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.2 Invalid Provision

If any part of the Terms and Conditions is found void and unenforceable, it will not affect the validity of the balance of the Terms and Conditions, which shall remain valid and enforceable according to their terms.

15.3 Entire Agreement

The Terms and Conditions contain the entire agreement between the parties with respect to the Vector Products and other subject matter set forth herein. Customer's additional or different terms and conditions (including those appearing on the reverse side of, or as an attachment to, a Purchase Order or any other Customer Documents) shall not apply and shall be null and void. In the event of a conflict between the terms of these Terms and Conditions and those contained in any Purchase Order or other document between Vector and Customer, then the Terms and Conditions shall control. The Terms and Conditions may not be amended except in writing, signed by Vector and Customer.

15.4 Waiver

The waiver by Vector of any term, condition, or provision hereof shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such waiver be deemed a waiver of subsequent breach of the same term, condition or provision. In the event Customer shall default in its obligations under the Terms and Conditions, Customer shall be liable for Vector's cost of collection including reasonable attorneys' fees.

15.5 Export Laws

Customer agrees not to ship, transfer or export Vector Products into any country or use Vector Products in any manner prohibited by the U.S. Export Administration Regulations (EAR) or any other export laws, restrictions or regulations.

15.6 Additional Rights

All rights granted to Vector hereunder shall be in addition to, and not in lieu of, Vector's rights arising by operation of law.

15.7 Assignment/Transfer

Customer shall not transfer or assign its interests under the Terms and Conditions to any third party, including any contractor or vendor of Customer, without Vector's prior written consent, signed by an authorized representative of Vector.

15.8 Michigan Uniform Electronic Transactions Act

The parties have agreed to conduct transactions by electronic means under these Terms and Conditions and hereby apply the Uniform Electronic Transactions Act, as amended.

WARNING FOR ALL USERS

WARNING! - YOUR USE OF THIS VECTOR PRODUCT MUST BE DONE WITH CAUTION AND A FULL UNDERSTANDING OF THE RISKS!

THIS WARNING IS PRESENTED TO INFORM YOU THAT THE OPERATION OF THIS VECTOR PRODUCT MAY BE DANGEROUS. YOUR ACTIONS CAN INFLUENCE THE BEHAVIOR OF A OF AN ELECTRONIC CONTROL SYSTEM, AND DEPENDING ON THE APPLICATION, THE CONSEQUENCES OF YOUR IMPROPER ACTIONS COULD CAUSE SERIOUS OPERATIONAL MALFUNCTION, DAMAGE TO EQUIPMENT, AND PHYSICAL INJURY TO YOURSELF AND OTHERS.

A POTENTIALLY HAZARDOUS OPERATING CONDITION IS PRESENT WHEN THE FOLLOWING TWO CONDITIONS ARE CONCURRENTLY TRUE:

1. THIS VECTOR PRODUCT IS PHYSICALLY INTERCONNECTED TO AN ELECTRONIC CONTROL SYSTEM, AND
2. THE FUNCTIONS AND OPERATIONS OF AN ELECTRONIC CONTROL SYSTEM MAY BE CONTROLLABLE OR INFLUENCED BY THE USE OF THIS VECTOR PRODUCT.

A POTENTIALLY HAZARDOUS OPERATING CONDITION MAY RESULT FROM THE ACTIVITY OR NON-ACTIVITY OF SOME ELECTRONIC CONTROL SYSTEM FUNCTIONS AND OPERATIONS, WHICH MAY RESULT IN SERIOUS PHYSICAL HARM OR DEATH OR CAUSE DAMAGE TO EQUIPMENT, DEVICES, OR THE SURROUNDING ENVIRONMENT.

WITH THIS VECTOR PRODUCT, YOU MAY POTENTIALLY:

- CAUSE A CHANGE IN THE OPERATION OF THE SYSTEM, MODULE, DEVICE, CIRCUIT, OR OUTPUT,
- TURN ON OR ACTIVATE A MODULE, DEVICE, CIRCUIT, OUTPUT, OR FUNCTION,
- TURN OFF OR DEACTIVATE A MODULE, DEVICE, CIRCUIT, OUTPUT, OR FUNCTION,
- INHIBIT, TURN OFF, OR DEACTIVATE NORMAL OPERATION,
- MODIFY THE BEHAVIOR OF A DISTRIBUTED PRODUCT,
- ACTIVATE AN UNINTENDED OPERATION,
- PLACE THE SYSTEM, MODULE, DEVICE, CIRCUIT, OR OUTPUT INTO AN UNINTENDED MODE.

ONLY THOSE PERSONS WHO:

(A) ARE PROPERLY TRAINED AND QUALIFIED WITH RESPECT TO THE USE OF THE VECTOR PRODUCT, AND

(B) UNDERSTAND THE WARNINGS ABOVE, AND

(C) UNDERSTAND HOW THIS VECTOR PRODUCT INTERACTS WITH AND IMPACTS THE FUNCTION AND SAFETY OF OTHER PRODUCTS IN A DISTRIBUTED SYSTEM AND THE APPLICATION FOR WHICH THIS VECTOR PRODUCT WILL BE APPLIED, MAY USE THE VECTOR PRODUCT.

PLEASE NOTE THAT YOU CAN INTEGRATE THIS VECTOR PRODUCT AS A SUBSYSTEM INTO HIGHER-LEVEL SYSTEMS BY USING THE VECTOR PRODUCT AUTOMATION INTERFACE. IN CASE YOU USE THIS AUTOMATION INTERFACE, VECTOR INFORMATIK GMBH AND ITS AFFILIATES (COLLECTIVELY “VECTOR GROUP”) HEREBY DECLARES THAT THE VECTOR PRODUCT WARRANTY SHALL BE LIMITED TO THE CORRECTION OF DEFECTS, AND THAT THE VECTOR GROUP HEREBY EXPRESSLY DISCLAIMS ANY LIABILITY OVER AND ABOVE THE REFUNDING OF THE PRICE PAID FOR THIS VECTOR PRODUCT, SINCE THE VECTOR GROUP DOES NOT HAVE ANY INFLUENCE ON THE IMPLEMENTATIONS OF THE HIGHER-LEVEL SYSTEM, WHICH MAY BE DEFECTIVE.

IN NO EVENT SHALL THE VECTOR GROUP BE HELD LIABLE FOR ANY USER-DEFINED SCRIPTS, REGARDLESS OF WHETHER OR NOT YOU TURN OFF THIS DISCLAIMER WHEN USING THIS VECTOR PRODUCT IN THE BATCH MODE.

YOU MAY BE ABLE TO PRODUCE DOWNLOADABLE CONFIGURATIONS FOR HARDWARE MODULES. STARTING WITH THE DOWNLOAD ONTO THE HARDWARE, YOU OPERATE A DEVICE, WITH WHICH YOU CAN INFLUENCE OR CONTROL ELECTRONIC CONTROL SYSTEMS. THE POSSIBILITY OF SUCH DAMAGES PERSISTS AS LONG AS THE VECTOR PRODUCT IS INSTALLED ON, INTERCONNECTED AND/OR USED WITH THE HARDWARE.