

<i>April 2017</i>	<i>April 2020</i>
<p>TERMS AND CONDITIONS for the use of the IMDS Advanced Interface by IMDS-AI using companies</p>	<p>Terms and Conditions for the use of the IMDS Advanced Interface Service</p>
<p>Introduction</p> <p>The IMDS Advanced Interface Service (hereinafter also referred to as the “IMDS-AI”) was developed by EntServ Deutschland GmbH, a DXC Technology company – hereinafter also referred as “DXC”.</p> <p>IMDS-AI is as a special tool to interface locally hosted material data systems with the International Material Data System (IMDS). The IMDS was designed and developed on behalf of several international car manufacturers to enable the gathering of relevant environmental information on parts and materials along the automotive supply chain for reporting to various government bodies. The IMDS is an internet based web application.</p> <p>Subject to acceptance of these Terms and Conditions for the use of the IMDS-AI, the IMDS-AI may be used by the targeted user group as further defined in § 2 (1) below, for the purpose of uploading and downloading material data information onto the IMDS. The Terms and Conditions set out below shall be governing the contractual relationship between DXC and the IMDS-AI User.</p>	<p>Introduction</p> <p>The International Material Data System (“IMDS”) as well as the IMDS Advanced Interface Service were developed by EntServ Deutschland GmbH, a DXC Technology company – hereinafter also referred as “DXC”.</p> <p>IMDS is an internet based web application that was designed on behalf of several international car manufacturers to enable the gathering of environmentally relevant information on parts and materials along the automotive supply chain for reporting to various government bodies.</p> <p>The IMDS Advanced Interface Service (hereinafter also referred as “IMDS-AI”) is a special service to interface locally hosted ERP and/or PLM systems that process and store material data information, with the IMDS. IMDS-AI is designed to upload and download material data information from and to IMDS. In addition it provides master data that is necessary to create and maintain Material Data Sheets in an in-house system. The service is completed by Software Tools and the necessary System Documentation.</p> <p>These Terms and Conditions for the use of the IMDS Advanced Interface Service (hereinafter referred to as “Terms and Conditions”) settle the contractual relationship between any legal entity and DXC for using the IMDS-AI. This includes a regular service contract as well as an optional free of charge upfront test phase of the IMDS-AI.</p> <p>The car manufacturers' interface usage is handled in the IMDS license agreements / SLAs for car manufacturers.</p>

§ 1 Subject of the Terms and Conditions

(1) Upon proper registration, DXC grants the IMDS-AI using company (hereinafter also referred to as “the Company”) a limited-transferable, non-exclusive and non-perpetual right to use the IMDS-AI according to the conditions as described in these Terms and Conditions (hereinafter referred to as the “Terms and Conditions”).

(2) The so called “User” under these Terms and Conditions is the human being carrying out up- and download activities for the Company and therefore being registered with a special virtual identification.

(3) The IMDS-AI is for upload and download usage and will be provided in the format as described in the interface documentation (hereinafter also referred as “the Interface Description”). The Interface Description and the user manual (hereinafter also referred to as the “User Documentation”) will be made available to the registered User through the “Up-/Download Menu” within IMDS. The Interface Description and User Documentation will subsequently be referred to as “Service Material”. The Service Material is in English language only.

(4) The Service Material includes the definition of the interface, the document type definition (DTD) for the XML-Interface and the monitoring of the loaded information, as well as the downloaded data. The IMDS-AI is valid for up to a maximum of 5 (five) User-IDs. It is not necessary for all 5 (five) User-IDs to be registered with the Company. A User assigned to an IMDS-AI User-ID must be an employee of an affiliate of the Company which is at least 51 % owned by the Company which is registered for IMDS. (5) The Service Material also includes new releases or enhancements of the Service Material made available to the User via the Up-/Download Menu during the 12 (twelve) months contract period. Upon notification of such new releases or enhancements, the User has a period of three months to install such new releases or enhancements. Before using a new release in the productive system, the User may first use

§ 1 Subject of the Terms and Conditions for IMDS-AI

(1) The “**Company**” under these Terms and Conditions is the legal entity to whom DXC grants a limited-transferable, non-exclusive and non-perpetual right to use the IMDS-AI according to the conditions described in these Terms and Conditions.

(2) The “**User**” under these Terms and Conditions is the person who is carrying out up- and download activities for the Company. The User will be registered with a special virtual identification in IMDS.

(3) The IMDS-AI is available thru the “**Up-/Download Menu**” within IMDS, that is visible for registered IMDS-AI User(s) only.

The data provided by DXC thru the „Up-/Download Menu” - user documentation and software programs, master data, and download files - is called “**Service Material**”.

(see § 2.4 – Targeted User Group)

the new release on the model office for testing purposes. The model office can be accessed for registered users only.

(6) The User is entitled to free remote consulting support (e.g., initial implementation support) to the extent as mentioned in §5 Charges. For any additional support services, the User may contract DXC.

(7) The User may, according to the Interface Description, mark data for uploading. For reasons of load balancing, the point of time of the actual upload will be determined by DXC.

(see § 5,5 - Charges)

§ 2 Targeted User Group, Scope of Usage

(1) The IMDS-AI can only be used by members of the following user group: Companies or legal entities which, in accordance with applicable mandatory regulations, are obliged to provide material data to car manufacturers, and for this specific purpose need to upload their data into the IMDS. Car manufacturers are explicitly excluded from the user group. The car manufacturers' interface usage is handled in the IMDS license agreements for car manufacturers.

(2) In general, the IMDS-AI can be used by all Companies under the condition of the acceptance of these Terms and Conditions without any modification. By accepting these Terms and Conditions, the Company agrees to all its Terms and Conditions and notices (hereinafter also called "Registration").

(3) The User is only entitled to use the IMDS-AI as described in the Interface Description.

(4) Upon Registration the Company is granted a test period in the model office of up to 6 (six) weeks in accordance with § 4 Test Period below.

(5) "Usage" in the sense of these Terms and Conditions is every exchange of material datasheet information during the 12 (twelve) months contract period in order to generate or update material datasheets on the IMDS server or to export material datasheets from the IMDS server. "Usage" also includes the

§ 2 Targeted User Group, Scope of Usage

(1) The IMDS-AI is offered to all companies or their legal entities which are registered in IMDS and are obliged to provide material data to car manufacturers. With the IMDS-AI they are entitled to link the IMDS-AI to their in-house computer programs to upload their material data into the IMDS as well as to download own and received material data sheets into their in-house systems to ensure and prove compliance with environmental regulations.

(2) The User is entitled to use the IMDS-AI only as described in the User Documentation and without any modification. Changes to the IMDS-AI are only permitted to the extent, as they are mandatory for the described usage of the IMDS-AI. In case of such mandatory changes the Company is obliged to inform DXC in written form regarding the performed changes. Decompiling of the program code is prohibited.

(3) The User is not entitled to assign its rights and obligations acquired through registration to any third parties and/or to grant sub-license or rights under any conditions to a third party.

(4) The IMDS-AI is valid for up to a maximum of 5 (five) User-IDs per Company. It is not necessary for all 5 (five) User-IDs to be registered with the Company. A User assigned to an IMDS-AI User-ID must be an employee of an affiliate of the Company which is at least 51 % owned by the Company which is registered for IMDS.

<p>described actions for reasons of monitoring, analyzing and testing of the IMDS-AI.</p> <p>(6) "Usage" in the sense of this Terms and Conditions also includes the User Documentation.</p> <p>(7) The Company is in general entitled to link the IMDS-AI to other computer programs. The User Documentation contains a description of the provided interfaces. Any further changes to the IMDS-AI are only permitted to the extent, as they are mandatory for the described usage of the IMDS-AI. In the case of such mandatory changes the Company has to inform DXC. A decompilation of the program code is prohibited.</p> <p>(8) The User is not entitled to assign its rights and obligations acquired through Registration to any third parties and/or grant a sub-license or right of use to a third party.</p>	
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<p>§ 3 Protection of the Service Material</p> <p>(1) Irrespective of the usage rights granted in §§ 1 and 2, DXC retains all rights in the Service Material, including all duplicates or parts of duplicates. The Company's property in machine-readable recorders, data processors and computers shall not be affected by this.</p> <p>(2) The Company undertakes to leave all intellectual property protection marks, such as copyrights and other reserved rights, contained in the Service Material unaltered and to reproduce them in all produced printed or electronic duplicates of the Service Material.</p> <p>(3) The Company shall not disclose the Service Material, neither in its original version nor as a duplicate or part duplicate, to third parties. This shall also apply in case of a complete or part sale or liquidation of the Company. Employees of the Company and other persons who are using the Service Material according to these Terms and Conditions on behalf of the Company are not regarded as a third party. Nevertheless, the Company must assure that these individuals stick to the underlying Terms and Conditions. Anyway, the Company and the User shall in no event pass on to third parties any data</p>	<p>§ 3 Protection of the Service Material</p> <p>(1) Irrespective of the usage rights granted in §§ 1 and 2, DXC retains all rights in the Service Material, including all duplicates or parts of duplicates. The Company's property in machine-readable recorders, data processors and computers shall not be affected by this.</p> <p>(2) The Company undertakes to leave all intellectual property protection marks, such as copyrights and other reserved rights, contained in the Service Material unaltered and will not reproduce them in any produced printed or electronic duplicates of the Service Material.</p> <p>(3) The Company shall not disclose the Service Material, neither in its original version nor as a duplicate or part duplicate, to third parties. This shall also apply in case of a complete or part sale or liquidation of the Company. Employees of the Company and other persons who are using the Service Material according to these Terms and Conditions on behalf of the Company are not regarded as a third party. Nevertheless, the Company must assure that these individuals stick to the underlying Terms and Conditions.</p>
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<p>downloaded from the IMDS except the downloading of data is compliant with the predefined processes as shown on the webpage https://public.mdsystem.com/web/imds-public-pages/non-standard-data-use.</p> <p>(4) The before mentioned processes may only be changed by the IMDS Steering Group according to the rules set forth in the respective member contracts (IMDS SLAs). In the event that the before mentioned processes will be changed DXC will inform the Client in due time about the according changes shown on the webpage.</p> <p>(5) In the case of non-compliance with this Terms and Conditions DXC is entitled to terminate the usage without prior notice. In particular the termination for cause applies in all cases of unauthorized data downloading in conflict with the processes defined in clause § 3, paragraph (3)</p>	<p>(4) The Company and the User shall under no circumstances pass on to third parties any data downloaded from the IMDS except if the downloading of the data is compliant with the predefined processes as shown on the webpage https://public.mdsystem.com/web/imds-public-pages/non-standard-data-use. These processes may only be changed by the IMDS Steering Group according to the rules set forth in the respective member contracts (IMDS SLAs). In the event that the before mentioned processes will be changed DXC will inform the Client in due time about the relevant changes shown on the webpage.</p> <p>(5) In case of non-compliance with these Terms and Conditions DXC is entitled to terminate the usage without prior notice. In particular the termination for cause applies in all cases of unauthorized data download that is in conflict with the processes defined in this paragraph.</p>
<p>§ 4 Test Period</p> <p>(1) Upon Registration the Company is given the opportunity to use the IMDS-AI and Service Material in the model office for a test period of up to 6 (six) weeks free of charge for testing purposes. The test period shall start upon Registration whereby the Company will be given access to the model office and shall end, as the case may be, after six weeks or ahead of schedule, with the start of the productive usage of the IMDS-AI. The Company shall notify DXC without undue delay about the beginning of the productive usage.</p> <p>(2) At the beginning of each new order after expiry of the 12 months period of productive usage the Company is entitled to one test period of up to 6 (six) weeks.</p>	<p>§ 4 Test Systems and Test Periods</p> <p>(1) DXC provides a test system of IMDS (Model Office) in addition to the productive system that includes two instances: Model Office Current is on the same release stage as the productive system while Modell Office Next reflects the upcoming next release version.</p> <p>(2) On request (recommended: via e-mail to mds-solutions@dx.com) the Company is given the opportunity to use the IMDS-AI and the Service Material in the Model Office for a test period of up to 6 (six) weeks free of charge for testing purposes before concluding an IMDS-AI service license agreement.</p> <p>The test period shall start as soon as the Company will be given access to the model office (provision of an IMDS-AI User Id. and initial password) and shall end, depending on the circumstances; after six weeks, or ahead of schedule, with the start of the productive usage of the IMDS-AI.</p> <p>(3) In case that the new releases or enhancements of IMDS are relevant for the IMDS-AI, an updated version of the Service</p>

	<p>Material will be made available in the Up-/Download Menu at least three (3) months ahead of the change release. Upon notification of such change release or enhancements, that will be available in the Model Office Next, the Company should use the three months period ahead of the production period to adjust the IMDS-AI to the new releases or enhancements of IMDS.</p>
<p>§ 5 Charges</p> <p>The charges are based on the number of successfully (based on the respective Information in IMDS) uploaded modules as described in the following table:</p> <p><i>[Table copied from Web-Site]</i></p> <p>At the beginning of each 12 (twelve) months period, the Company will estimate the volume of uploaded modules for that period and submit its order according to that estimation. If the Company recognizes during the 12 (twelve) months term that more upload modules will be needed, an additional package must be ordered. In the event, that no additional package is ordered the Company has no right to claim an upload based on these Terms and Conditions.</p>	<p>§ 5 Charges</p> <p>(1) The regular runtime of a service license is a 12 (twelve) months contract period but with the number of MDS Upload Modules restricted to the selected license tariff.</p> <p>(2) The tariff depends on the number of modules that will successfully (based on the respective information in IMDS) be uploaded into IMDS.</p> <p>A module is build up as a tree structure that may consist of components, semi-components, materials, and substances.</p> <p>The module volume is reduced to 1 for each new or altered module that was successfully uploaded to IMDS.</p> <p>(3) The Company has to estimate the volume of uploaded modules for the 12 months contract period in advance. On request DXC offers support, especially to new customers, by providing the number of recently uploaded modules to the Company.</p> <p>(4) The license is exclusively bound to the IMDS Company ID of the CLIENT to whom the license was ordered. The license is not cancellable and not transferrable. It is not refundable, regardless if the included upload modules or service hours are fully used within this license period or not.</p> <p>(5) The User is entitled to request free remote consulting support (e.g. initial implementation support, release upgrade support) to the extent as assigned to the selected tariff. For any additional support services, the User may contract DXC and ask for an offer.</p> <p>(6) The actual IMDS-AI fee structure and price list is published on our website "https://public.mdsystem.com/en/web/imds-public-pages/pricing1".</p>

§ 6 Order Process

(1) The start date of the contract period is arbitrary. The subsequent contract period starts on the day after the previous period has expired.

(2) A valid purchase order has to be sent to DXC per each contract period, at least 10 business days before the new contract period would start. The purchase order shall at least include the selected tariff and a reference to these Terms of Use as a confirmation of acceptance. On request DXC provides a quote to the Company that specifies the selected tariff, the price, the service runtime and refers to these Terms of Use.

(3) An IMDS-AI service license agreement comprises a valid purchase order in reply to a quote from DXC, and the latest the acceptance letter from DXC (via e-mail). For each contract period a new license ID is assigned.

(4) DXC is not obliged to continue the IMDS-AI service in case a purchase order for a subsequent contract period is not sent on time before the subsequent service period has started.

(5) If the Company recognizes during the contract period that more upload modules will be needed, an additional package must be ordered. Alternatively, an early service license renewal can be agreed upon.

In the event, that no additional package or renewal is ordered the Company has no right to claim an upload into IMDS based on these Terms and Conditions, however all other contract rights remain existent until the license runtime expires.

(6) Except for the remote consulting support that is included in the purchase of the IMDS-AI, other services, such as training of the Company's employees (Users), adaptation of the IMDS-AI to special conditions or other development services, are explicitly not covered by the scope of these Terms and Conditions and the charges paid by the Company. For such extra services, the Company may contact DXC directly by e-mail to request an offer. The Company and DXC

	<p>may then enter into a separate agreement and agree on additional charges.</p>
<p>§ 6 Payment Terms and Taxes</p> <p>(1) DXC will invoice the Company after expiry of the test period (see above, § 4 Test Period); ongoing charges will be invoiced at the beginning of each service period. All charges are payable within 30 (thirty) days without any deduction. Any amount not paid when due will bear interest until paid at a rate of interest equal to eight percent per annum more than the deposit facility rate established by the European Central Bank.</p> <p>(2) All invoices submitted by DXC include the applicable value added tax ("VAT"). The Company will bear the cost of and either pay to DXC, or reimburse DXC for the payment of amounts equal to any and all present or future taxes, assessments, duties, permits, tariffs, fees, and other charges of any kind, however designated, assessed, charged or levied, now or hereafter, including state, local, sales, use, property, gross receipt, provincial, excise, value-added goods and services, transaction or similar liabilities imposed in connection therewith, arising from or imposed on (i) such charges, (ii) the use of the Advanced Interface, (iii) the purchase of the IMDS-AI or (iv) the services, software, equipment, materials or other property (tangible or intangible), or the use thereof or the resources used therefore, that are provided or are otherwise used in connection herewith, excluding income taxes</p>	<p>§ 7 Payment Terms and Taxes</p> <p>(1) DXC will invoice the Company based on a submitted valid purchase order in advance of the service period, but not earlier than 30 days in advance of the start date.</p> <p>(2) All invoices are payable within 30 (thirty) days after invoice date without any deduction. Any amount not paid when due, will bear interest until paid, at a rate of interest equal to eight percent per annum above the deposit facility rate established by the European Central Bank.</p> <p>(3) All invoices submitted by DXC include the applicable value added tax ("VAT") as required by the law. The Company will bear the cost of and either pay to DXC, or reimburse DXC for the payment of amounts equal to any and all present or future taxes, assessments, duties, permits, tariffs, fees, and other charges of any kind, however designated, assessed, charged or levied, now or hereafter, including state, local, sales, use, property, gross receipt, provincial, excise, value-added goods and services, transaction or similar liabilities imposed in connection therewith, arising from or imposed on (i) such charges, (ii) the use of the Advanced Interface, (iii) the purchase of the IMDS-AI or (iv) the services, software, equipment, materials or other property (tangible or intangible), or the use thereof or the resources used therefore, that are provided or are otherwise used in connection herewith, excluding income taxes that are based on or measured by DXC's net income. All invoices will be issued in Euros.</p> <p>(4) DXC is not obliged to continue the IMDS-AI in case an invoice is not paid within the payment term.</p>

§ 7 Service

(1) DXC will maintain the programs of the IMDS-AI according to the then current Interface Description.

(2) All material given to the Company during the term of its Registration shall become part of the Service Material within the meaning of § 1 and the Terms and Conditions shall apply accordingly.

(3) Any other services, except for the remote consulting support included in the purchase of the IMDS-AI, such as training of the Company's employees (Users), adaptation of the IMDS-AI to special conditions or other development services, are explicitly not covered by the scope of these Terms and Conditions and the charges paid by the Company. For such extra services, the Company may contact DXC directly by e-mail. The Company and DXC may then enter into a separate agreement and agree on additional charges.

§ 8 Provision of Usage

(1) DXC will provide the IMDS-AI in such way that it can generally be used in a manner as described in the Service Material, provided that User uses the IMDS-AI in compliance with these Terms and Conditions as well as the Service Material. DXC explicitly excludes any liability if the Company/User is not compliant with these Terms and Conditions and the Service Material. Additionally DXC is entitled to terminate the usage pursuant to clause § 3 "Protection of the Service Material", paragraph (5). Depending on the severity of the breach of this Terms and Conditions termination of the usage means either revoking the according access right of a specific user or the termination of the whole underlying service agreement.

(2) In case of any defects § 377 HGB (German Commercial Code) applies. The User shall give DXC written notice describing such defects in detail. Sub-section 1 applies accordingly.

§ 8 Provision of Usage

(1) DXC will provide the IMDS-AI in such way that it can generally be used in a manner as described in the Service Material, provided that User uses the IMDS-AI in compliance with these Terms and Conditions as well as the Service Material. DXC explicitly excludes any liability if the Company/User is not compliant with these Terms and Conditions and the Service Material. Additionally DXC is entitled to terminate the usage pursuant to clause § 3 "Protection of the Service Material". Depending on the severity of the breach of these Terms and Conditions, termination of the usage means either revoking the relevant access right of a specific User or the termination of the entire underlying Service Agreement.

(2) In case of any defects § 377 HGB (German Commercial Code) applies. The User shall give DXC written notice describing such defects in detail. Sub-section 1 applies accordingly.

(3) DXC shall be given two opportunities to remedy such defects; each remedy period will be of a reasonable amount of time depending

<p>(3) DXC shall be given two opportunities to remedy such defects; each remedy period will be of a reasonable period of time depending on the nature of such defects. DXC shall remedy such defects at its own choice either free of charge or DXC shall deliver a new IMDS-AI. If the Company demands damages from DXC, DXC`s liability is restricted in accordance with § 9 Limitation of Liability.</p> <p>(4) To the extent longer periods are not mandatory by law, claims relating to material defects expire within twelve (12) months after delivery.</p> <p>(5) For the avoidance of doubt, DXC shall not be responsible and therefore not liable for any content or its usage of the data uploaded to or downloaded from the IMDS via the IMDS-AI nor for any damages which may result from any incorrect data.</p>	<p>on the nature of such defects. DXC shall remedy such defects at its own choice either free of charge or DXC shall deliver a new IMDS-AI. If the Company demands damages from DXC, DXC`s liability is restricted in accordance with § 9 Limitation of Liability.</p> <p>(4) To the extent longer periods are not mandatory by law, claims related to material defects expire within twelve (12) months after delivery.</p> <p>(5) For the avoidance of doubt, DXC shall not be responsible and therefore not liable for any content or its usage of the data uploaded to or downloaded from the IMDS via the IMDS-AI nor for any damages, which may result from any incorrect data.</p>
<p>§ 9 Limitation of Liability</p> <p>DXC shall not be liable for any damages, direct or indirect, incidental or consequential, regardless of its legal basis, unless caused by the wilful intent or gross negligence of DXC or expressly required by applicable law. DXC does not warrant, guarantee, or make any representation regarding the use of, or the results of the use of the IMDS-AI in terms of its correctness, accuracy, non-infringement, reliability or otherwise, unless expressly required by law. The Company relies on the IMDS-AI and any related findings solely at its own risk.</p>	<p>§ 9 Limitation of Liability</p> <p>DXC shall not be liable for any damages, direct or indirect, incidental or consequential, regardless of its legal basis, unless caused by the wilful intent or gross negligence of DXC or expressly required by applicable law. DXC does not warrant, guarantee, or make any representation regarding the use of, or the results of the use of the IMDS-AI in terms of its correctness, accuracy, non-infringement, reliability or otherwise, unless expressly required by law. The Company relies on the IMDS-AI and any related findings solely at its own risk.</p>
<p>§ 10 Indemnification</p> <p>The data receiving as well as the data providing User acknowledges and agrees that the input of data entered by the data providing User and the accuracy and adequacy thereof is under the exclusive control of the data providing User. The data providing User will indemnify DXC and any data receiving User and hold them harmless from any claims by third parties arising from or related to the use of such provided data unless the User can produce evidence that DXC itself is at default.</p>	<p>§ 10 Indemnification</p> <p>The Company acknowledges and agrees that all data entered into IMDS and the accuracy and adequacy thereof is under the exclusive control of that company that has initially entered the data into IMDS. This company that has initially entered the data into IMDS will indemnify DXC and the data receiving Company and hold them harmless from any claims by third parties arising from or related to the use of such provided data unless the User can produce evidence that DXC itself is at fault.</p>

<p>§ 11 Final Provisions</p> <p>If any regulation of these Terms and Conditions proves to be invalid or not feasible, the effectiveness of the other regulations shall remain unaffected thereby. The foregoing regulation shall apply mutatis mutandis in case the agreement should contain loopholes.</p>	<p>§ 11 Final Provisions</p> <p>If any clause of these Terms and Conditions proves to be invalid or not feasible, the effectiveness of the other clauses shall remain unaffected thereby. Should the agreement contain loopholes, the foregoing regulation shall apply mutatis mutandis.</p> <p>DXC reserves the right to amend these ToU if appropriate. In such case DXC will notify the USER at least thirty (30) calendar days before the modified Terms of Use will be effective."</p>