CARIAD
A VOLKSWAGEN GROUP COMPANY

Acceptance of the sample contract (Nomination Agreement for Software– SW eNA)

Herewith

Supplier Name   _____

fully accepts the CARIAD SE sample contract (Software Nomination Agreement - SW eNA)

Version **03/2022** in case of nomination for the sourcing:

Sourcing-Number   _____

Sourcing-Name   _____

_____   _____

Place, Date   Company's Representitve, signature

Brief explanation:

The acceptance of the SW eNA is mandatory in order to nominate a supplier within the VW group. The sample contract is part of the attachments of this RFQ. You should be familiar with the SW eNA as this contract is also used by Audi.

This is a standard procedure in order to clarify the legal framework before nomination. We would like to point out that this document is sent to all potential suppliers and that in case of a non-acceptance a nomination cannot be proceeded.

We reserve the right to reject your offer in case the signed document is not part of your offer at due date.

Nomination Agreement for Software

Dated < Creation Date >

between

CARIAD SE
Berliner Ring 2
38440 Wolfsburg
GERMANY

- hereafter referred to as "CARIAD" -

and the company

\<Software- Supplier name\>
\<Street\>
\<ZIP Code\> \<City\>
\<Land\>

- hereafter referred to as the "Software Supplier" -

- both hereafter collectively referred to as the "parties" -

Concerning the following project scope:

Sourcing Request for Quotation No.

\<Sourcing Number\>, \<Sourcing Name\>

the Software Supplier has submitted offers and negotiated them with CARIAD. On the basis of the latest state of negotiation, which is documented in the latest offer (excluding its technical and commercial contents) and/or the negotiation protocol for the respective software, CARIAD commissions the Software Supplier with the creation/processing/extension/modification/adaptation/delivery of the software or software systems listed below (object of performance). The scope of the service to be provided results from the specifications enclosed with this contract as an attachment.

Software Name	Offer Date	Negotiation Protocol	Technical Specification	Companies
\<Teilenummer1\> \<Teilebenennung1\>	\<Angebotsdatum1\>	\<Verhandlungsprotokoll1\>	\<Lastenhefterg.1\>	\<Gesellschaft1\> \<Gesellschaft…\> \<Gesellschaft_n\>
\<Teilenummer2\> \<Teilebenennung2\>	\<Angebotsdatum2\>	\<Verhandlungsprotokoll2\>	\<Lastenhefterg.2\>	\<Gesellschaft1\> \<Gesellschaft…\> \<Gesellschaft_n\>

The contractual basis is in the following order of precedence, whereby the first mentioned provisions always take precedence over the latter in the event of contradictions and gaps are filled in by the respective subordinate provisions (terms in SMALL CAPITELLES are defined in Section III of the IT-AEB).

- the negotiation protocol (Annex 1);

- this Nomination Agreement for Software

- the special part of the General Terms and Conditions of Purchase of CARIAD SE for services in the field of information technology (IT) and/or electronic information and communication (TK) (hereinafter: IT-AEB), insofar as its provisions are applicable to the CONTRACTUAL SERVICES;

- the general part of the IT-AEB;

- the CONTRACT (without the negotiation protocol and without this Nomination Agreement for Software);

- the obligation or agreement to maintain secrecy;

- insofar as their validity has been agreed, the General Terms and Conditions of Purchase of CARIAD SE or other conditions of CARIAD SE,

- the commercial and technical content of the Software Supplier's offer

Part of the CONTRACT are (if available) (cf. Section 2.2. IT-AEB)

- the negotiation protocol (Annex 1),

- this Nomination Agreement for Software

- the order / order,

- the specifications of CARIAD,

- the documents of the technical, commercial and/or legal tender of CARIAD,

- the invitation to tender,

- Specifications for (quality) standards and working methods.

Provisions applicable within the framework of the CONTRACT, which the Software Supplier can view under www.vwgroupsupply.com as well as save and print, are

- the Volkswagen Group's requirements for sustainability in relations with business partners (Code of Conduct for Business Partners);

- the contractual terms for customs and foreign trade law;

- the requirements of CARIAD and the Volkswagen Group for information security and IT security;

- insofar as the Software Supplier has access to systems of CARIAD or the Volkswagen Group, the applicable security guidelines and concepts;

- insofar as THE OBJECT OF DELIVERY are operating resources, the operating resources regulations of the Volkswagen Group;

- insofar as he leaves DELIVERY ITEMS to the Software Supplier, the contractual conditions of the Volkswagen Group for security in the supply chain and for proof of origin;

- the contractual conditions of order-related travel expenses;

- insofar as CONTRACTUAL SERVICES are CLOUD SERVICES, the general requirements of Volkswagen AG for Information security in relation to cloud services.

1. Subject matter of the contract

1.1. CARIAD commissions the Software Supplier with the creation/processing/extension/modification/adaptation/delivery of the software/software systems specified in the specifications to the respective commercial specifications resulting from Annex 1.

1.2. The Software Supplier must document the provision of the object of performance comprehensively and comprehensibly technically and provide CARIAD with complete software documentation, in particular user and programming documentation, as well as – if it is not standard software – transmit the source code of the software and hand over all artifacts, technical documents and documents that have arisen in the context of software development, incl. User/programming documentation, configuration files, exchange formats, system and software architecture documentation, software module design documents, software development environment (SDK) with Make environment including all compiler options as well as all software development tools used in the project and necessary for further development, code generators, with indication of the version and manufacturer used and project-specific self-developed scripts, macros, etc. The creation and provision of the documentation is part of the main obligation to perform and is covered by the remuneration to be paid for the software.

1.3. The Software Supplier shall make the software available to CARIAD in such a way that CARIAD can carry out the integration into the software environment (installation) itself. In principle, the Software Supplier is not entitled to integrate the software itself directly into the software environment. Integration by the Software Supplier is only permitted with the express written consent of CARIAD.

Access by the Software Supplier to CARIAD systems by means of dial-up (remote data transmission) is only permitted if CARIAD expressly agrees to this in writing. The Software Supplier is obliged to inform himself about the applicable security guidelines and concepts, which are available on the Internet under www.vwgroupsupply.com and which we make available to the Software Supplier on request. He will comply with these and inform the employees employed and third parties/ subcontractors permitted under these conditions in writing about their content before accessing our systems.

1.4. The Software Supplier shall ensure that the software is functional and available to CARIAD at the time specified therein to the extent and to the extent of processing resulting from Annex 1. Upon request, the Software Supplier must inform CARIAD at all times at sufficiently precise information about the respective status of the provision of services.

1.5. The subject matter of these Nomination Agreements further includes the obligation of the Software Supplier to provide support for the software for a period of 15 years after End of Production (EOP) and to maintain it during this period. In this context, EOP means the end of production of the last vehicle project in which the contractual software is installed. Support services are all services in connection with the contractual services and accompanying services such as training, consulting or optimization of the contractual software. In addition to troubleshooting (e.B. through bug fixes and patches), maintenance also includes the provision of updates, upgrades and new releases. During the warranty, maintenance is free of charge and otherwise at the conditions agreed in Annex 1. If no conditions are specified in Annex 1, the remuneration shall be made at customary market conditions. Furthermore, the supplier undertakes to adapt the software to changes in the software environment, for example as a result of updates by third parties, non-contractual software components, at customary market conditions. The above maintenance and adaptation work will only be carried out at the request of CARIAD. At this request, they must be carried out within a reasonable time. The adaptation takes place by the Software Supplier CARIAD making the software available in an adapted form in such a way that CARIAD can carry out the integration into the software environment (installation) itself. The Software Supplier is not entitled to adapt the software directly in the software environment. The Software Supplier may demand that an image of the software environment be made available to him if and to the extent necessary to make the adjustments. In all other respects, Section 1.3 shall apply.

The right of CARIAD to make all software changes and adjustments itself or to have them carried out by third parties remains unaffected.

1.6. The Software Supplier shall ensure that the contractual software or software systems fully comply with the agreed specifications, functions and specifications.

In the event of non-implementation of specifications functions by the Software Supplier, the Software Supplier agrees to initially implement alternative solutions proposed by CARIAD. If these cannot be represented in the agreed schedule and a series implementation is possible without this function, the Software Supplier agrees to agree on corresponding compensation payments with CARIAD.

1.7. If agile methods (e.B SCRUM, Safe) are used, this must be agreed with CARIAD in advance.

1.8. If optional scopes are included in Annex 1, these are automatically covered by the present subject matter of the contract when CARIAD exercises the right of option.

2. Not applicable

3. Not applicable

4. Prerequisite for introduction into series

The prerequisite for the series use of the software/ software system is that the Software Supplier achieves the agreed goals set out in Annex 1 by the time of pre-series vehicle release (VFF), in particular with regard to:

- Price
- Dates
- Compatibility with defined interfaces
- Maximum computing capacity to be used
- Quality in the execution of the object of performance

The pre-series software must be delivered 6 weeks before the start of the pre-series, PVS or 0-series.

5. Agreed deadlines

5.1. A detailed schedule of the scope of the award is made available to the Software Supplier as part of the sourcing process. The Software Supplier will be informed separately about the provision of the dates. The Software Supplier undertakes to provide its schedule for the scope of the award within the specified period (usually 3 weeks).

5.2. The Software Supplier undertakes to ensure compliance with the above deadlines, even if they are postponed by CARIAD at short notice, with all measures at its disposal.

5.3. Upon conclusion of this agreement, the Software Supplier shall commence development together with the development department of CARIAD in accordance with the specifications commissioned herein.

6. Place of performance, transfer of risk, acceptance

6.1. Unless otherwise agreed in writing in individual cases, all services must be accepted in accordance with the following provisions:

6.1.1. The Software Supplier shall notify CARIAD in writing of the completion of the object of performance for acceptance. CARIAD will review the Services within eight (8) weeks of notification; for this purpose, an ongoing functional test is carried out under (simulated) operating conditions. The defects occurring during the functional test are logged.

6.1.2. If there are no or only insignificant defects that only insignificantly impair the intended use of the object of performance, CARIAD shall declare acceptance. CARIAD does not limit the acceptance of partial services to assert defects in already accepted partial services during the overall acceptance, insofar as these only become apparent through the interaction of system parts or software components.

7. Changes

7.1. All optimizations and adjustments required for the function and quality in accordance with the known CARIAD standard, as well as for the achievement of the specifications and the common goals up to the SOP, are already taken into account in the prices of the Software Supplier for the service items.

7.2. Changes to the object of performance, in particular additional programming services that the Software Supplier must make in order to achieve the specifications agreed herein, do not lead to price or date changes. Insofar as CARIAD wishes changes that represent an extension of the agreed specifications and specifications (fundamental concept changes), these must be offered to CARIAD by the Software Supplier with regard to date and cost effects, negotiated and agreed with CARIAD.

In such a case, the Software Supplier will immediately contact the responsible CARIAD Purchasing and Project Sourcing Team. All effects (costs, deadlines) that are not reported in writing within two weeks of receipt of CARIAD's change request by the Software Supplier will not be accepted by CARIAD.

7.3. Insofar as other changes or additions to the contract between CARIAD and the Software Supplier become necessary, these may be negotiated and agreed upon by mutual agreement.

8. Failure to perform the contract

If the contractual objective cannot be achieved (e.B. because conflicting property rights cannot be circumvented and CARIAD decides against the use of the property right by way of a license or does not receive a license), or is the contract not conclusively executed for some other reason (for example, because a party withdraws from the contract in the event of disruption of the business basis or for other reasons before acceptance of the contract) or CARIAD enters into the contract due to defects in the software acceptance of the contract, CARIAD has the right to demand the same rights to the software as it exists at the time of notification of the final negative decision to the Software Supplier as in the case of series use (in accordance with IT-AEB). In this case, CARIAD shall bear the project-specific development costs incurred and proven up to that point. If CARIAD only receives a simple or somehow limited exclusive right of use, CARIAD shall only assume the development costs on a pro rata basis. In all cases, CARIAD must assume development costs up to a maximum of the amount of the price agreed in accordance with the negotiation protocol. If CARIAD does not make use of the right to demand the granting of the rights, the Software Supplier shall have no claims against CARIAD for reimbursement of development costs.

Other legal and contractual rights of CARIAD and the Software Supplier remain unaffected.

9. Contact persons

you have any questions, please contact the listed contact person for the appropriate department.

	Konstruktion / Design Engineering	Serieneinkauf / Series Procurement	Qualität / Quality
Abt./ Dept.	<Abteilung>	<Abteilung>	<Abteilung>
Name	<Name>	<Name>	<Name>
Telefon/Phone	<Telefon>	<Telefon>	<Telefon>
E-Mail	<E-Mail>	<E-Mail>	<E-Mail>

10. Final provisions

10.1. In the event of cessation of payment as well as in the event of the application for or opening of insolvency proceedings, CARIAD shall be entitled to an extraordinary, immediate right of termination for good cause.

10.2. The Annexes are an integral part of the Nomination Agreement.

10.3. This Nomination Agreement is legally binding on CARIAD even without manual signatures of the printed names.

Upon signature of this Agreement, the Agreement shall enter into force in a legally binding manner for both parties.

Ingolstadt / Date <Creation date>

CARIAD SE

i.V.	i.V.
<Name Approver> (<department>)	<Name Approver> (<department>)

This contract is signed and returned to CARIAD (contact: <name buyer> (<department>), mailbox: <Email>).

____, _____, _____

Place, Date, Contractor

List of facilities:

- Negotiation protocol (Annex 1),
- Specifications of CARIAD
- …