



Terms and Conditions for the Use of the IMDS Trainings Environment

(1) Background

HP is operating the International Material Data System (IMDS) which is used by a growing number of customers in the automotive industry world-wide. For the purpose of enabling registered Users and other third parties to offer IMDS trainings in accordance with the HP IMDS Terms and Conditions HP is licensing the use of its training environment to training providers (in the following also referred to as "Trainer").

The relationship between HP and the Trainer concerning training is governed by these Terms and Conditions.

(2) Scope of the Training Environment Use

These Terms and Conditions aim at determining the relations to and actions of the Trainer:

- HP is the developer and licensor for the internet application IMDS (International Material Data System).
- A Trainer is a company or individual, training IMDS users in the framework of IMDS.
- These Terms and Conditions govern the relationship between HP and the Trainer.
- The Trainer is obliged to properly qualify himself as well as his employees to be able to train IMDS Users on use of the IMDS environment.
- The Trainer can organize IMDS Training sessions (hereinafter collectively referred to as "trainings") for interested individuals or companies (hereinafter collectively referred to as "training participants"). The Trainer will schedule the training, perform the training and invoice the training participants in his own name and on his own account.

(3) License Fees

In the framework of these Terms and Conditions HP provides the Trainer with access to the training environment for IMDS trainings. The Trainer orders daily licenses (a daily license is valid for only one training day) for every training session held using the training environment. For this form of service a license fee is charged. Booked training licenses will be charged unless the Trainer provides a termination in text form (electronic form is sufficient) two working days before the respective training is scheduled.

The license fees (including training environment ID fees) for the different training locations are defined prior to the training, according to the purchasing power ("**Kaufkraft**") in the respective country the training is held in. HP will provide the Trainer with the number of User IDs requested. The IMDS training participants have the possibility to use these IDs on the training environment for four weeks after the training date. The minimum number of IDs to be purchased is 10.

It is prohibited to use the license and User IDs provided by HP for a training in a different country than it is issued for.

The license fees can be invoiced, one working day after the scheduled training date. 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 three percent per annum more than the deposit facility rate established by the European Central Bank. All invoices submitted by HP include the applicable value added tax ("VAT"). The Trainer will bear the cost of and either pay to HP, or reimburse HP 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 IMDS trainings excluding income taxes that are based on or measured by HP's net income. All invoices will be issued in Euros.

(4) Liability / Exemption

The relationship regarding the execution of IMDS training according to the regulations of these Terms and Conditions lies between the Trainer and the training participants. The Trainer will hold HP harmless from any claim from employees of the Trainer or any training participant, who is personally or whose employees are trained on IMDS.

HP cannot be held liable for any failure, outage or other problem of the training environment.

Neither party hereto shall be liable to the other for any indirect or consequential damage.

(5) Responsibilities

The Trainer carries out IMDS training and is responsible for the professional qualification of the trainers. The IMDS trainers will have up-to-date IMDS knowledge.

- (1) Before accessing the training environment the Trainer has to provide sufficient company information and to prove expertise in this area of business.
- (2) The Trainer organizes and checks the training locations and provides support.
- (3) The Trainer is responsible for invoicing the training and maintains the sole contractual relationships with the training participants. The Trainer is free to define appropriate prices for delivering the training.
- (4) The Trainer commits to paying the license fees.
- (5) The Trainer is responsible for the content and implementation of marketing programs for IMDS seminars.
- (6) The Trainer is not allowed to carry out IMDS training on the IMDS production server. The use of IMDS data from the productive system is prohibited.
- (7) Training is exclusively carried out on the training environment being provided by HP. HP cannot be held liable for any failure, outage or other problem of the training environment.
- (8) The Trainer is responsible for meeting the technical requirements for IMDS training at the different locations. These requirements are specified at www.mdsystem.com.
- (9) The scheduling, frequency and / or place of conduction of the IMDS trainings are at the sole discretion of the Trainer.
- (10) The Trainer is obliged to inform customers in written form, that no confidential information shall be entered into the IMDS training system.

HP is allowed to reject or to withdraw the license for the use of the IMDS Training Environment if HP receives notice of that the Trainer is not properly qualified according to this Section. Furthermore, the license can be withdrawn or rejected if HP receives notice, that the Trainer uses the productive system for any kind of training.

HP informs the Trainer of planned maintenance work on the IMDS training environment.

HP commits itself to provide access to the training environment in the framework of licensed IMDS training and does have the unlimited right to visit IMDS trainings and to check the organizational and professional conditions.

(6) Confidentiality

Each party will take reasonable precautions to safeguard the other's confidential information. Confidential Information shall mean all information pertaining to a partner or any of its affiliates or subsidiaries furnished, communicated or made available by one partner to the other partner in any fashion in connection with these Terms and Conditions whether communicated in writing, orally, in graphic or electronic form and regardless of the form or storage medium, including, but not limited to: (i) all business information, plans, tactics, materials, proposals, responses to requests for information, etc. (ii) all computer programs (including object and source code), software processes, systems writings, technical know-how, ideas, algorithms, etc. (iii) all manuals, systems documentation, confidential reports, correspondence, memoranda or other materials related to any of the items described in (i) and (ii) above. Such precautions will be at least as great as those each party takes to protect its own confidential information. Each party will disclose the other's confidential information to its employees only on a need-to-know basis and subject to the confidentiality obligations imposed herein. Both parties are entitled to disclose the Confidential Information to its affiliate companies and subcontractors on a "need to know" basis.

The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of three (3) years after the training – based on these Terms and Conditions – ended. The parties agree that, unless required by law, they shall not make each other's Confidential Information available in any form to any third Participant or use each other's Confidential Information for any purpose other than the implementation of these Terms and Conditions.

When confidential information is no longer necessary to perform any obligation under these Terms and Conditions or any connected regulation, each party agrees to return it to the other or destroy it at the other's request.

(7) Compliance with Laws and Policies

- (1) The Trainer agrees that its performance under and pursuant to these Terms and Conditions will be completed in accordance with all applicable laws. The Trainer represents and warrants that: it is familiar with the terms and provisions of the U.S. Foreign Corrupt Practices Act (as amended, the "FCPA"), and further specifically agrees that it will comply with the FCPA and with all HP policies prohibiting corrupt payments (the "HP Policies").
- (2) The Trainer agrees that no payment shall be made to it by HP except as provided in these Terms and Conditions, and that all such payments shall be made by check or through normal banking channels not involving the payment of cash. Payments will be made to the Trainer only at the address or account provided in these Terms and Conditions or in an amendment to these Terms and Conditions. The Trainer represents and warrants that the Trainer is and will remain the record owner of each account specified by it for payments under these Terms and Conditions. No assignment by the Trainer of funds under these Terms and Conditions to any person other than a recognized financial institution is permitted without the prior approval of HP.
- (3) If so requested, the Trainer shall certify annually for the benefit of HP the continued accuracy of the representations and warranties and full performance of all covenants and agreements set forth in this Section (6) the Trainer also agrees that its books and records with respect to its performance under or related to these Terms and Conditions shall be subject to audit by HP or appropriate authorities annually to ensure compliance with this Section (6). The Trainer shall inform HP promptly (i) of any change in the ownership or control of the Trainer or (ii) if it becomes aware of any facts indicating that a violation of any of the requirements of this Section may have occurred.
- (4) HP shall be excused from performance of its obligations under these Terms and Conditions, and may terminate these Terms and Conditions without penalty upon written notice to the Trainer, in the event the Trainer fails to comply with its obligations under these Terms and Conditions or if

any change in ownership or control of the Trainer occurs which is reasonably determined by HP to present a risk of non-compliance by the Trainer with applicable laws and HP Policies.

(8) Place of Jurisdiction / Applicable law

- (1) The partners will try to amicably solve any problems concerning these Terms and Conditions. All partners mutually agree on Frankfurt am Main / Germany as place of jurisdiction.
- (2) These Terms and Conditions will in all respects be governed by and construed in accordance with the laws of the Federal Republic of Germany, without reference to its choice of law rules.

(9) Miscellaneous

- (1) Nothing in these Terms and Conditions shall grant to either party the right to make commitments of any kind for the other party without prior written consent of the other party, nor shall it create a joint venture, partnership or other form of business entity between the parties of any kind.
- (2) If one of the Parties renounces or refrains from exercising rights under these Terms and Conditions, this shall not lead to a waiver of other's rights.
- (3) These Terms and Conditions contain the entire agreement between partners. Oral subsidiary agreements do not exist.
- (4) If any of the provisions of these Terms and Conditions is found to be void or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. A void clause has to be replaced by a clause which is closest to the business aim of the contract partners.
- (5) These Terms and Conditions may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify these Terms and Conditions.
- (6) The parties are not allowed to legally represent each other.

(10) Final Provisions

If any regulation of these provisions 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.