

General Terms of Use of pdb Data

On its website <https://emantis.pdb-org.com/> (“**Website**”), pdb – Partnership for Dummy Technology and Biomechanics (“**pdb**”) makes available certain files containing data, documentation, drawings, results or other technical information relating to dummy technology, biomechanics and/or simulation technology (“**pdb Data**”) for download by users (“**User**”) free of charge. These General Terms of Use of pdb Data (“**General Terms**”) apply to the download of pdb Data from the Website, and to any pdb Data downloaded from the Website by a User.

1. Description of the contractual performance (*Vertragsleistung*)

pdb makes available the pdb Data for download by the User and grants the rights of use according to Section 2. The provision of the pdb Data and the rights of use do not include that the pdb Data are scientifically correct, are conforming with any given specific standards of quality or condition, have a specific content, are complete, are up-to-date, are free of errors and are suitable to be used for a specific purpose as intended by the User. The User is solely responsible to verify whether and to what extent the pdb Data can be used for his or her purpose. Furthermore, the User is also solely responsible for obtaining information about the availability of more recent pdb Data and for assessing whether the respective changes compared to previous versions of the pdb Data are relevant to him/her. The subject of this contract is explicitly not a work performance (*Werkleistung*).

2. Allocation of Rights; Rights of Use

- 2.1 All rights, including intellectual property rights, in and to the pdb Data are and shall remain the sole property of pdb, and the User shall not acquire or be granted any rights in or to the pdb Data except as expressly set forth herein. The User acknowledges and agrees that pdb is not obligated to make available pdb Data through its Website, and that pdb may, at its sole discretion, (i) cease to make available pdb Data, in its entirety or in part, to the User or third parties at any time, or (ii) extend, alter or modify pdb Data, e.g. if current pdb Data are technically outdated.
- 2.2 The User is permitted to use the pdb Data free of charge for the sole purpose of conducting its own tests, its own research and development, and its own subsequent manufacturing and commercialization of its own products (the “**Permitted Purpose**”). When using pdb Data for the Permitted Purpose, the User shall avoid any risks of third parties being misled with respect to the persons or entities responsible for conducting the respective acts, such as tests or research and development or the manufacturing or commercialization of products. In particular, the User shall avoid the impression that pdb is responsible for any tests, research and development, manufacturing or commercialization being conducted by the User.
- 2.3 The User is permitted to disclose pdb Data for the Permitted Purpose to third parties, provided that (i) this is permitted under applicable laws, and (ii) the third party agrees to comply with these

General Terms, in particular will only use the pdb Data in accordance therewith. They shall inform such third party that the pdb Data originate from and are property of pdb and may only be used by the third party if it agrees to the General Terms.

- 2.4 The User is permitted to alter or modify the pdb Data for the Permitted Purpose. When altering or modifying pdb Data, or disclosing altered or modified pdb Data to a third party, the User shall document the alterations or modifications made to the pdb Data in a recognizable way in accordance with good scientific practice, and shall avoid any risks of third parties being misled with respect to the persons or entities responsible for the alterations or modifications. In particular, the User must not create the impression that (i) unaltered or unmodified pdb Data originate from another person or entity than pdb or its personnel and (ii) alterations or modifications to pdb Data of the User or a third party originate from pdb or its personnel.
- 2.5 No rights in or to or under any rights of pdb other than the pdb Data are granted hereunder to the User. In particular, the User is not permitted to use any trademarks or name rights, such as company name rights (*Unternehmenskennzeichen*), of pdb.
- 2.6 The User shall use pdb Data only in compliance with all applicable laws, including with all applicable foreign trade legislation, and without infringing upon any intellectual property rights of third parties. The User shall refrain from using the pdb Data in a manner not in compliance with the General Terms. In addition, the User agrees to use biomechanical data in connection with the pdb Data only under the following conditions:
- The biomechanical data are publicly available and the source is traceable beyond doubt.
 - The biomechanical data originate from experiments conducted by recognized organizations. The latter include authorities or institutions if they have proven expertise.
 - The biomechanical data have been collected in compliance with the statutory provisions applicable in the country of origin and without violation of human dignity (*Menschenwürde*) according to the German legal understanding.
 - If there is reasonable doubt about the fulfilment of these criteria, the biomechanical data shall not be used.

Furthermore, the User shall not use pdb Data for or in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of weapons or any other goods for military end-use.

- 2.7 The User agrees to use the pdb Data only in compliance with all applicable (re-)export control regulations of the Federal Republic of Germany and of the European Union. In particular, the User agrees to check and guarantee by appropriate measures that (i) there will be no infringement of an embargo imposed by the European Union and/or by the United Nations by or in connection with download and use of pdb Data and (ii) the regulations of all applicable sanctioned party lists

of the European Union concerning the trading with entities, persons and organizations listed therein are complied with by the User.

3. Indemnification

The User shall, notwithstanding Section 4, indemnify, defend, and hold harmless (i) pdb and its affiliated companies in the meaning of sec. 15 et seqq. Stock Corporation Act (*Aktiengesetz*), (ii) their respective officers (*Organmitglieder*) and employees (*Angestellte*), and (iii) their respective successors or heirs of any of (i) and (ii) above, from all expenses and damages, including any claims or demands from third parties resulting from or arising out of (i) any actual or alleged defect of a product tested, developed, manufactured or commercialized by User using pdb Data, or (ii) any use of the pdb Data by the User. This shall not apply if there was no fault of the User.

4. Limited Warranty and Liability

4.1 pdb warrants (*gewährleisten*) only that it has the right to provide the pdb Data as downloadable content and to grant the permission to use the pdb Data for the Permitted Purpose.

4.2 The liability of pdb for damages shall be excluded. This does not apply

- a) to loss or damage arising from injury to life, limb or health based on an intentional or negligent breach of duty on the part of pdb or a legal representatives or vicarious agent (*Erfüllungsgehilfe*) of pdb;
- b) to loss or damage based on an intentional or grossly negligent breach of duty on the part of pdb or a legal representative or vicarious agent (*Erfüllungsgehilfe*) of pdb;
- c) to loss or damage based on the violation of a material contractual obligation. A material contractual obligation shall in particular be an obligation that is such that the contract can only be duly and properly executed if it is fulfilled and the other party generally can and does rely on compliance therewith. In such a case, pdb's liability shall be limited to compensation of the foreseeable, typically occurring loss or damage at the time of the conclusion of the contract;
- d) to loss or damage resulting from a violation of a guarantee issued by pdb; or
- e) to claims arising from mandatory statutory liability, in particular such as pursuant to the Product Liability Act (*Produkthaftungsgesetz*).

The provisions of this clause 4.2 shall not affect the statutory burden of proof.

5. Term and termination

- 5.1 The General Terms shall come into force upon the download of pdb Data by the User and shall remain in effect indefinitely, unless they are terminated by pdb or the User according to the provisions set forth below:
- a) pdb may terminate the General Terms with immediate effect if the User seriously breaches the General Terms, for example if the User uses the pdb Data in an unlawful manner.
 - b) pdb and the User may terminate the General Terms for good cause (*aus wichtigem Grund*). Good cause is given in particular if pdb is unable to maintain the permission to use the pdb Data due to unforeseen reasons.
- 5.2 If the General Terms are terminated, the User will immediately cease all use, alteration or modification of the pdb Data, keep them confidential and destroy any pdb Data and all copies thereof.

6. Miscellaneous

- 6.1 The General Terms shall be governed by, and construed in accordance with, the laws of Germany, provided, however, that the German conflict of laws rules shall not apply.
- 6.2 The courts of Ingolstadt shall have exclusive jurisdiction to settle any disputes or claims arising under or in connection with the General Terms, including its validity and termination. In the event the User against whom an action is to be brought in court at some time in the future is not a business person (*Kauffrau/Kaufmann*), legal entity under public law (*juristische Person des öffentlichen Rechts*) or special fund under public law (*öffentlich-rechtliches Sondervermögen*), Section 6.2 sentence 1 only applies if the User has moved its place of residence or customary place of abode to a country other than Germany or has an unknown place of residence/customary place of abode at the time of suing.
- 6.3 The General Terms have been drafted in the English language. Where a German expression has been added to certain English terms used throughout the General terms, such English term shall be interpreted as having the meaning assigned to such term by the German expression added.