

Terms & Conditions Synera Customer Portal

The following terms („Terms“) apply in respect of the use of the Synera customer portal („Portal“), provided by Synera GmbH, Konsul-Smidt-Straße 8u, 28217 Bremen („Synera“) to users (collectively the “Users” and the specific user that accepts these terms the “User” and Synera and the User each also individually a “Party” and collectively the “Parties”) that use the Portal upon registration among other things for testing Synera products, watching tutorials, downloading documentations, software, Add-ins, and making templates available to other Users or downloading templates of other Users, irrespective of whether they are employees of actual customers of Synera (“Customers”) that entered into an agreement (“License Agreement”) with Synera on the use of Synera’s Generative Engineering Platform (“Platform”):

1. Subject Matter

- 1.1. Synera provides the Portal to Users at no charge.
- 1.2. Synera decides at its own discretion on the content and the functions of the Portal, which may be amended, enhanced, or restricted by Synera at any time. This includes Synera’s right to stop providing the Portal as such. Any possible obligation of Synera to provide specific documentation in respect of the Platform in accordance with the License Agreement remains unaffected.

2. Ownership

Except for content generated by the User (“User Generated Content”) and by other Users (“Other Users’ Content”) any other content (“Synera Content” and together with the User Generated Content and the Other Users’ Content the “Content”) shall exclusively be owned by Synera.

3. Portal Use

- 3.1. Synera grants to User the right to use the Portal. User shall only be entitled to view/watch the Content, except for templates designated for the use in connection with the Platform (“Templates”) that are subject to section 3.2.
- 3.2. In respect of Templates Synera grants to the User a non-exclusive, revocable right to download, copy and distribute them solely for the purpose of using them in connection with the Platform, provided however, that any use other than the use as a template for the Platform is not allowed.
- 3.3. The User shall not use the Portal and the Content for any other purposes than those set out in these Terms. In particular, User shall not be entitled to (i) use the Content for any other purpose than in connection with the use of the Synera-Software, (ii) copy, distribute, resell, make publicly available the Portal and/or the Content (except for the use of Templates in accordance with section 3.2), (iii) transfer or sublicense any right in respect of the Portal and/or the Content to thirds parties, (iv) modify the Portal and/or the Content, (v) remove, hide or modify indications of Synera or third parties and their copyright as well as signs and trademarks.

4. User Generated Content

- 4.1. The User may upload User Generated Content and may decide whether it is made available only to users of the same Customer (“Internal Template Use”) or to all Users

that are able to access the Portal (“Extended Template Use”) by choosing a respective option during the upload process on the Portal.

- 4.2. The User grants to Synera a worldwide, non-exclusive right to store and publish User Generated Content on the Portal, make copies for that purpose and to make the User Generated Content available to (i) other Users of the same Customer in case of an Internal Template Use, or (ii) all Users in case of an Extended Template Use. Synera shall be granted and entitled to sublicense the right to use the User Generated Content in connection with the Platform for the purpose of designing and developing products to (i) other Users of the same Customer in case of an Internal Template Use, or, (ii) all Users in case of an Extended Template Use.
- 4.3. The User Generated Content may be removed by the User at any time. Synera’s and other Users’ right to continue using User Generated Content that was already downloaded before the removal remains unaffected.
- 4.4. The User is not allowed to upload any other content than Templates eligible for the use in the Synera-Software.
- 4.5. The User shall be responsible for any User Generated Content uploaded on the Portal, regardless of whether he was entitled to upload it.
- 4.6. The User shall ensure that User Generated Content does not infringe any statutory provisions and/or third parties’ rights, including, but not limited to (i) intellectual property rights, (ii) personality rights, (iii) unfair competition law, (iv) data protection law.
- 4.7. If the User infringes the obligation set out in section 4.6 Synera shall be entitled to remove the infringing content or to ask the User to do so. Any indemnification right of Synera in accordance with section 7. remains unaffected.
5. Free trial use
 - 5.1. If Synera offers the User the possibility to test the Platform as on-premises version which can be downloaded via the portal and activated on the machines of the User, User accepts the License Agreement of the Platform by starting the trial version of the Platform.
 - 5.2. The free trial is exclusively designed for getting to know the software and is a free offer for a limited period. Under no circumstances does the use of the free trial result in any kind of rights to renewed free trial access.
6. Liability
 - 6.1. The User acknowledges that the Portal and the Content are designated to support the design development of products with the Platform but that neither the use of the Portal nor of the Content, including the Templates, may replace a reasonable and diligent product testing. Therefore, Licensor shall not be responsible for any security related issues in respect of the designed or developed products. Synera shall not be responsible for Other Users’ Content, especially for reviewing it before its upload.
 - 6.2. Liability of Synera for damages and reimbursement of expenses is excluded, unless otherwise regulated in the following provisions.
 - 6.2.1. The exclusion of liability does not apply to damages caused by culpable violation of an essential contractual obligation in a way that endangers the achievement of the contractual purpose. Essential contractual obligations are such obligations

whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies on and may rely. However, liability is limited to the typical contractual damage that each party to these Terms could have expected to occur due to the circumstances known to it at that time. The Parties agree that the maximum typical contractual damage is 15,000 €.

- 6.2.2. Furthermore, the exclusion of liability does not apply to damages resulting from injury to life, body, or health due to a negligent breach of duty by Synera or its legal representatives, employees or vicarious agents. The exclusion of liability does not apply to damages resulting from an intentional or grossly negligent breach of duty by Synera or his legal representatives or vicarious agents.
- 6.2.3. As far as the liability of Synera is excluded or limited, this also applies to the liability of Synera's legal representatives, employees, and vicarious agents.
- 6.2.4. If Synera has given a guarantee for a certain product, this guarantee is not affected by the above limitation of liability.

7. Indemnification

User shall indemnify and hold harmless Synera of any third-party claims arising of User's infringement of (i) data protection and privacy provisions; and (ii) third party rights and shall reimburse all costs in connection with an appropriate defence against such claims (including reasonable attorney's fees), unless User can prove that the infringement was not caused intentionally or negligently.

8. Confidentiality

- 8.1. Any Content made available by one Party ("Disclosing Party") to the other Party ("Receiving Party") on the Portal shall be deemed "Confidential Information" of the Disclosing Party and shall only be used in accordance with sections 3. and 4. of these Terms and shall not be disclosed for any other purpose, unless the Receiving Party can prove that it (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the Disclosing party to the Receiving party through no action or inaction of the Receiving Party; (iii) was already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party; (iv) was obtained by the Receiving Party from a third party without a breach of the third party's obligations of confidentiality; or (v) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
- 8.2. If Confidential Information must be disclosed because of a regulatory or court order or a statutory obligation the Receiving Party may only disclose Confidential Information necessary to fulfill the obligation and shall inform the Disclosing Party thereof without

undue delay, as soon and as far as permitted by law. The Parties shall support each other to obtain a protective order, to avoid the disclosure, as far as legally possible.

8.3. The obligation of confidentiality according to this section survives the termination of the Portal use for five (5) years.

9. Data Protection

The User shall not upload any personal data on the Portal.

10. Miscellaneous

10.1. Should a provision of these Terms be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a provision which comes closest to the invalid economic purpose. This shall also apply in the event of a gap in the Terms.

10.2. These Terms are governed by the law of the Federal Republic of Germany.