

## General Terms and Conditions

of  
INVERS GmbH  
Untere Industriestraße 20  
57250 Netphen (Siegen)  
Deutschland  
("INVERS")

### 1 Scope

- 1.1 These General Terms and Conditions supplement the individual agreement concluded by the parties on the subject matter of the contract. The individual agreement takes precedence over these General Terms and Conditions only to the extent that it expressly contradicts them.
- 1.2 Use of the purchaser's general terms and conditions is expressly opposed. The purchaser's general terms and conditions are not binding even if the purchaser refers to them when issuing a counter-confirmation, such as an acceptance of the offer of INVERS. The same applies if INVERS delivers goods or services or accepts payments without reservation.
- 1.3 Deviations from these terms and conditions are effective only if INVERS confirms them in writing.

### 2 Contract Formation

- 2.1 Offers made by INVERS are non-binding. A contract does not come into existence until the order has been confirmed in writing by INVERS or both parties have signed the individual agreement. The scope of the performance by INVERS is defined by the order confirmation or the individual agreement.
- 2.2 If delivery is carried out without prior confirmation of the order, the contract comes into existence upon performance of the service.

### 3 Subject Matters of the Contract

The subject matter of the contract is the performance agreed in the individual agreement or in the order confirmation.

#### 3.1 Software (Including Firmware)

##### 3.1.1 Transfer of Standard Software

Unless separately arranged in the individual agreement, INVERS shall convey the software to the purchaser as copyrighted standard software. The duration of the right of use and the form of the conveyance or access provided is determined by the individual agreement.

Standard software includes all standard programs, program modules and tools, etc. that INVERS offers, as well as all changes, additions, enhancements and other adaptations on them, no matter whether these occur on the source code level or on another level, including the related interfaces and related documentation. Unless otherwise agreed in the individual case, the software and documentation shall be provided in German or English, depending on the purchase order, the available

language of the product selected, and the related documentation. Any help pages shall also be offered in German or English, corresponding to the language of the product.

The purchaser shall have no right to be provided with the source code.

Unless something else is expressly agreed, installation of the software shall not be included in the product price and shall not be owed by INVERS.

##### 3.1.2 Scope of Rights of Use

The scope of the stipulated use, as well as the type and scope of the rights of use, follow from the individual agreement. Unless otherwise agreed in the individual agreement, the only stipulated use is use in carsharing or in managing motor pool fleets.

If a vehicle software license is agreed, this means that, in each case, the opportunity to use it is valid for no more than the contractually agreed number of vehicles. One vehicle software license shall be conveyed unless a separate agreement has been reached in the individual agreement.

The purchaser promises to use technical means to prevent usage exceeding the agreed amount. Unless otherwise expressly agreed in the individual agreement or in the order confirmation, a simple, i.e., non-exclusive license shall be conveyed for operating the software to which the present agreement refers.

If no other arrangements have been made in the individual agreement and if reasonable from a technical standpoint, then as a basic principle, the software shall be conveyed by INVERS, or made accessible via networks, in the form of object code.

The rights of use that have been granted are not automatically transferable. Transfer [of the software] through renting, lending, sublicensing or making it available to the public over a network is specifically prohibited.

Resale is permissible only if the purchaser ensures that the subsequent purchaser of the software accepts the contractual conditions of the contract between INVERS and the purchaser. The purchaser must provide proof of this.

The software may only be reproduced or copied as necessary for operating in the system environment to which the present offer refers, or for backing up data.

INVERS shall retain the intellectual property rights to the licensed software in any case. In particular, no kind of reverse engineering may be performed on the software (for example, through procedures to restore the source code or to gain knowledge of the architecture).

##### 3.1.3 Software of Third Parties

In regard to third party software that is to be delivered by INVERS, the purchaser shall receive the simple non-transferable right of use for the intended use. In other respects, the terms and conditions of the third party's license shall apply. Upon request, the respective license terms can be obtained from INVERS.

##### 3.1.4 Cancellation for Cause

INVERS reserves the right to cancel the software license for good cause.

There is good cause, in particular, if INVERS has performed its service in accordance with the contract and the purchaser culpably fails to deliver the counterperformance that is due, or is in default, despite an overdue notice and a reasonable deadline.

### 3.2. Hardware

INVERS shall deliver the products in accordance with the agreements in the individual contract. Delivered hardware shall remain the property of INVERS until complete payment of the agreed compensation. Unless otherwise agreed, the purchaser is responsible for assembling or installing the hardware.

If the assembly or installation is performed by third parties, INVERS does not accept liability for those parties. Installation must be performed by personnel trained by INVERS.

If INVERS suggests third parties to the purchaser for the assembly or installation, and the third party delegates these [tasks], INVERS shall only be liable for the suitability of the [third parties offered as a] choice, and only in the case of willful intent or gross negligence. Section 11.2 shall remain unaffected.

### 3.3. Services and Work Performance

3.3.1 Unless something else is expressly agreed in the individual agreement, the assisting services provided by INVERS – including support services – are services.

3.3.2 Services performed under a work contract are subject to an acceptance procedure as specified in Section 640 of the German Civil Code (BGB).

3.3.3 If INVERS performs independently usable partial services under a work contract, INVERS can demand partial acceptance to that extent. In such cases of partial acceptance, there is a claim to partial payment of the work performed.

Partial acceptances shall not be subject to the proviso of acceptance of the entire work.

Apart from that, the acceptance criteria shall be specified in the individual agreement.

3.4.4 Unless otherwise agreed, the purchaser has the right to subject the entire system, or the partial performance that is to be accepted, to a functional test within 30 days after receipt of a declaration of operational readiness (functional testing period). Unless otherwise agreed, the functional test shall be conducted in the contractually agreed system environment on the purchaser's premises after the declaration of readiness. In the functional test, the entire system or the partial performance that is to be accepted is checked for absence of defects.

In the event of a justified notice of defects that prevent or impair operation, the functional testing period shall start anew.

3.3.5 Acceptance must be declared by the purchaser if the entire system or the partial performance that is to be accepted can be regarded as complete and essentially free of defects at the end of the functional testing period. After the end of the functional testing period, the

purchaser shall declare acceptance of the entire system if it only has minor defects, and these are all trivial as defined in Section 640 (1) of the German Civil Code (readiness for acceptance).

3.3.6 It is equivalent to acceptance if the purchaser does not accept the entire system within a reasonable period designated to him by INVERS, even though he is obligated to do so.

3.3.7 Acceptance shall be regarded as tacitly declared if, following the functional test, the performance that is ready for acceptance is used for a further 30 days without issuance of a written declaration expressly rejecting the readiness for acceptance. Reference shall be made to the deadline or failure to meet the deadline.

### 3.4 Hardware Upkeep / Software Maintenance

The scope of obligation regarding upkeep of the hardware and support / maintenance of the software is determined according to the individual agreement. In the case of a purchase and in the case of a license agreement, this is only owed if it has been expressly agreed in writing. Unless expressly agreed otherwise, these are services.

### 3.5 Technical Modifications

In the course of further general technical development, INVERS reserves the right to install, where applicable, newer hardware and software components at delivery time, instead of those offered. The contractual agreements regarding characteristics and the specifications shall be met by the newer hardware and software components or may even be improved under some circumstances, or better in individual areas.

## 4. Time of Performance

4.1 Time periods or dates of performance shall be mutually agreed by the parties and specified in writing on the corresponding project schedules, which shall be updated by mutual agreement. Performance dates from the individual agreement and appendices or, as applicable, performance dates named in (future) project schedules are non-binding target dates; fixed deadlines or binding performance dates must be expressly designated in the project schedule with the words "binding" or "fixed deadline."

4.2. INVERS shall not be responsible for delivery delays caused by force majeure. The contractual obligations shall be temporarily suspended for the duration of the force majeure event.

## 5 Payment Conditions, Prices

5.1. If no deadline is agreed, remuneration shall be due without deductions immediately after delivery or performance and after the purchaser has received an auditable invoice. This provision applies correspondingly to partial performances. If the purchaser requires additional information on the invoice, along with the information prescribed under the law – for example, cost center numbers – then he shall communicate these to INVERS before using the

- service. Any changes in the invoice information that are subsequently desired by the purchaser must be immediately communicated in writing – if possible, before the invoice is issued. If the purchaser culpably violates this notification duty, he cannot reject the invoice based on the absence or inaccuracy of this invoice information, but instead can only request a subsequent issuance of a corrected invoice.
- 5.2. If a fixed price is not expressly agreed in the individual agreement, remuneration shall be in accordance with the expense. Unless otherwise agreed, the expense shall be based on the current INVERS price list. This can be requested at INVERS at any time. INVERS shall prepare a record of performance that must be approved by the purchaser. The record of performance shall be considered approved if the purchaser does not make written objections to the management within 14 days after receiving it. INVERS shall call particular attention to the deadline and also to the consequences of missing the deadline.
- 5.3. Miscellaneous costs and expenditures of INVERS for services that are performed at the request of the purchaser must be paid by the purchaser separately unless some other arrangement is shown in the offer. Upon request, INVERS shall provide documentation of these costs and expenditures. Travel time and travel costs shall be remunerated in accordance with what is agreed in the individual agreements.
- 5.4. If the purchaser is in default of payment, INVERS reserves the right to demand default interest at the statutory rate. Additional damages can also be claimed.
- 5.5. In the event of default of payment, INVERS shall have the right to discontinue current implementation and installation work and to suspend upkeep and maintenance services. The purchaser shall be invoiced for additional costs related to that. In addition, INVERS shall have the right to limit access to the licensed software.
- 5.6. In subsequent orders, unless otherwise agreed in the individual agreement, the cost of upkeep and maintenance shall increase according to requirements and in accordance with the price list.
- 5.7. It is understood that the VAT applicable at the time shall be added to all prices.
- 6 Transfer of Risk**
- If other INCO terms have not been agreed, the risk of loss or deterioration of the goods shall pass to the purchaser when the goods have been turned over to the person carrying out the transport for the purpose of shipment, or have left the supplier's plant or dispatch warehouse.
- Shipping insurance policies shall be taken out upon the request of the purchaser, at the purchaser's expense.
- 7 Obligations of the Purchaser**
- 7.1 The parties shall work together in a trusting and partner-like manner for the purpose of reaching the contractually agreed performance goals. The purchaser shall assist INVERS at all times to the extent reasonable and necessary.
- 7.2 In particular, the purchaser shall make the decisions that are necessary for the project in accordance with the agreed decision deadlines, and shall notify INVERS by the deadline.
- 7.3 The purchaser shall provide INVERS with the data and information necessary for delivering the performance and shall name internal and external contact persons, or provide qualified employees in the numbers required at the time, who can answer technical questions and make the necessary decisions for implementing the project.
- 7.4 Furthermore, the purchaser shall provide and maintain the organizational and technical basis necessary for implementing the project and operating the applications (for example, provide vehicle for installation analyses, access to servers, etc.).
- 7.5 In the case of local installations, the purchaser shall supply the software of the basic systems (e.g., Windows server, Microsoft SQL server) that are not included in the scope of the INVERS performance. If telecommunication devices are used, the purchaser shall set reasonable upper limits for communication fees per device, to prevent excessively high telecommunication costs resulting from incorrect configuration of a device or an unexpected software malfunction.
- 7.6 The purchaser is responsible for the presence of the employees required for tests and training sessions at the agreed times.
- 7.7 Unless separately agreed in the individual agreement, the purchaser is responsible for proper data backup for prevention of data losses.
- 7.8 The purchaser is responsible for the planned work flow, particularly in respect to data protection law.
- 7.9 The purchaser and INVERS represent and warrant that they will adhere to the applicable data protection laws and ordinances in their respective areas of responsibility.
- 7.10 In particular, the purchaser shall ensure that data protection consents required under the law and other consents of users of the performance covered by this agreement or of other affected persons shall be on hand at the time the performance is delivered, so that INVERS can fulfill its contractual obligations without violating data protection or other provisions.
- 7.11 The purchaser agrees that INVERS may also remotely access the purchaser's system from an American or Asian service center.
- 7.12 Upon termination of use, the purchaser shall dispose of the delivered devices at his own cost, and in conformance with legal regulations. The manufacturer is hereby released from the obligation to accept returned products, as well as from claims of third parties in this regard (Section 10 II of the German Electrical and Electronic Equipment Act (*ElektroG*)). If the purchaser passes the goods on to commercial third parties and does not contractually obligate these parties to assume the disposal and to pass on this obligation, then after discontinuation of use, the purchaser is responsible for taking back the delivered goods at his own cost and for properly disposing of them in accordance with legal regulations.
- 7.13 If the purchaser culpably violates a duty to cooperate and if INVERS cannot perform in conformance with the

contract for this reason, INVERS shall not be liable. The purchaser shall reimburse INVERS for any damage arising from the culpable violation of the duties of cooperation (e.g., expenses connected with fulfillment of the contract, etc.)

## 8 Defects

- 8.1 The obligation to investigate and give notice of defects pursuant to Sections 377 ff. of the German Commercial Code (*HGB*) shall apply, provided that the regulation also applies in regard to pure work performed. The purchaser is accordingly obligated to check the performance for defects without delay and to report any such as soon as possible.
- 8.2 Notification of defects must be given to INVERS in writing or in text form [*by fax, e-mail, electronic text files, telegram, etc.*], and as transparently as possible.
- 8.3 If defects appear, INVERS shall have the right to remedy them either by subsequent delivery or by reworking, as it chooses. The purchaser must set a reasonable deadline for this. If the defect cannot be remedied by INVERS before the deadline, then before asserting further rights, the purchaser must set a second reasonable grace period for INVERS, together with a warning that it will refuse a supplementary performance by INVERS should this period of time expire without satisfactory results. A notice period can be dispensed with if INVERS refuses a supplementary performance or if a supplementary performance is unacceptable for the buyer.
- 8.4. In the event of an obviously unjustified or implausible notice of defects, INVERS reserves the right to assert damage compensation claims against the purchaser within legal limits.
- 8.5. INVERS shall not be liable for defects if revisions or modifications of the software products have been undertaken by the customer or by third parties. This exclusion shall not be effective if the purchaser can prove that the defect cannot be traced to this, or can prove that the error analysis and removal of defects by INVERS will not be impaired by this.
- 8.6. If a third party claims to the purchaser that intellectual property rights have been violated by INVERS, then the purchaser is obligated:
- a) to notify INVERS of this immediately in writing;
  - b) to give INVERS, to the extent possible, sole control of the defense and all related settlement negotiations; and
  - c) to provide INVERS all reasonable support, to furnish INVERS with information, particularly regarding the use of the software products and any revision of them, and to furnish INVERS with the necessary powers of attorney.
- 8.7. INVERS shall not be liable for claims arising from infringements of intellectual property rights that are based on
- a) the use of obsolete or altered versions of software products, if such infringement could have been avoided by using a current unmodified version of the products that could have been obtained for the customer from INVERS; or
  - b) the combination, operation or use of any software products that were delivered in accordance with these

General Terms and Conditions or the individual agreement based thereon, and that have programs or data that were not delivered by INVERS, if such infringement could have been avoided by using software products without such programs or data; or

- c) use of the software products that is not in conformance with the documentation.
- 8.8. In the event that rights of third parties have been violated, INVERS shall provide a subsequent improvement of its choice, by
- a) modifying the software product in such a way that it no longer infringes on intellectual property rights, while performing in a corresponding manner, and in such a way that the effect of the modification on the software's function is acceptable and reasonable to the customer; or
  - b) by obtaining for the customer a right of use for continued use of the software product, adequate for the purposes of this agreement; or
  - c) by replacing the software products with other software products that are suitable for the customer in an appropriate and reasonable way and that bring a corresponding performance without affecting, or with an acceptable and reasonable effect on the function of the software products; or
  - d) by delivering a new version of the program that does not infringe on any intellectual property rights when used in accordance with the agreement.
- 8.9. Otherwise, the provisions of this Item 8 apply correspondingly in the case of defects of title, to the extent they are applicable by analogy.

## 9 Expiration of Claims

Claims of the purchaser based on material defects or defects of title shall expire in twelve months starting from the transfer of risks.

This shall not apply to the extent that the law prescribes longer periods for claims related to claims for recourse in the supply chain in the case of defects of building structures and objects utilized for building structures, or in the case of construction defects.

Provisions of the law shall also apply to expiration of any damage compensation claims of the customer for defects if INVERS is guilty of criminal intent or gross negligence or if the damage compensation claim is based on injury to life, limb, or health, or based on a breach of a warranty as defined in Section 443 of the German Civil Code.

## 10 Guarantee and Assurance

Explanations of INVERS regarding the objects of the contract and their functions, in instructions and other descriptions, are considered to be only a description of the possibilities of use and a guarantee of durability or quality or other guarantee for which INVERS has assumed liability.

Statements by INVERS regarding the subject matter of the performance shall only be guarantees in the legal sense if they are in writing and are characterized

explicitly and literally as "durability guarantee" or "quality guarantee," for example.

## 11 Liability

11.1 INVERS shall be liable for all damage due to intentional or grossly negligent breach of contract by INVERS or agents of INVERS.

11.2 Furthermore, INVERS shall be liable for damages that are attributable to INVERS and are based on injury to life, limb or health; for guarantees or claims under the German Product Liability Act; and for breach of obligations that absolutely must be fulfilled for proper implementation of the contract, and that the contractual partner would normally expect to be fulfilled (cardinal duties or essential contractual obligations).

11.3 Notwithstanding the unlimited liability provided in Item 11.2, in the case of slightly negligent violation of contractual obligations, liability is limited to the damages that are foreseeable and typical for this type of contract, and that are typically described by the value of the order.

As an exception to this provision:

- If the value of the order is less than EUR 50,000.00, then liability shall be limited to EUR 75,000.00.
- If the value of the order is EUR 50,000.00 or more, but less than EUR 300,000.00, then liability shall be limited to EUR 350,000.00.

11.4 INVERS shall not be liable for lost earnings, loss or interruption of production, indirect damages or other financial losses of the purchaser, unless there is liability for intent or gross negligence, or responsibility has been accepted for liability due to injury to life, limb or health, or due to the assumption of a guarantee of quality.

11.5 The above provisions shall not be associated with any change in the burden of proof [that is] disadvantageous to the purchaser.

11.6 In the event of loss of data, INVERS shall only be liable for the expense that would have been necessary for restoring the data under circumstances of proper, regular data backup by the purchaser. This limitation does not apply if and to the extent that data backup is a component of the services that are to be performed by INVERS.

## 12 Right of Inspection

12.1 INVERS shall have the right to check, at its own expense and after prior notification, whether the provisions of the present agreement have been observed: in particular, the number of copies of the software products that are used by the purchaser; the server environments or devices on which the software products are installed; and the number of vehicles managed with the software products. In this process, INVERS must be allowed to inspect all documents and files that are essential for calculating the scope of the use of the licensed software. The purchaser can request that this review should only be done by a member of the tax or accounting professions that are obligated to maintain professional confidentiality, or by an independent expert. The review shall be performed in

the customer's business premises during the customer's usual business hours, whereby to the extent possible, care shall be taken that the customer's business operations are not disturbed, or at least are only disturbed to a reasonable degree. As a basic principal, inspections shall not be carried out more frequently than once a year.

12.2 If an inspection of this kind shows wrong use, or if it is determined that the provisions of the present agreement have not been observed by the customer, then the customer shall bear the costs of the inspection.

## 13 Rights of Set-off and Retention

The purchaser shall have rights of set-off and retention only if its counterclaims have been legally established, or are uncontested or have been acknowledged by INVERS.

## 14 Assignment, Subcontractors

14.1 The purchaser may not assign contractual rights and duties arising from this agreement unless the parties mutually agree in writing that such assignment is permissible. Section 354a of the German Commercial Code remains unaffected.

14.2 INVERS has the right to arrange for installation services and other services (including supplementary performance) to be carried out on site at the end customer's by a qualified subcontractor (agent), who has been appropriately instructed by INVERS.

## 15 Confidentiality

The parties are obligated to treat as confidential all confidential information, business secrets and trade secrets gained as part of this contractual relationship; specifically, such information or secrets may not be passed on to third parties or used for other than contractual purposes. In addition, each party shall limit access to the confidential information of the other party to those employees or agents who have to access the information in order to fulfill contractual obligations. All such employees and agents must sign a confidentiality agreement that is sufficient to protect the needs of the other party and its suppliers and clients. Each party shall be responsible for any breach of this agreement by its employees or agents.

This obligation shall continue beyond the termination of this contract, but only until the information is publicly known. To the extent required for fulfillment of contractual obligations, and only in that scope, companies that are affiliated with the parties shall not be considered third parties.

All information shall be considered confidential, regardless of whether or not it is written down, including among other things, the parties' product and/or service catalogs, as well as all data models, notes, plans, drawings, drafts, documents, manuals, procedures, methods, formulas, statistics, correspondence, prices, price lists, practices, source code, financial information, information about the users of the services, and all other data regarding a party, its parent company, affiliated companies, subsidiaries, or customers, suppliers and

subcontractors, except for information that is included in sales and marketing material accessible to the general public without limitation.

In the following cases, the parties shall not be responsible to the other party for releasing confidential information:

- a) The confidential information is, or will be, publicly known, and this is not the fault of the party to whom this information was entrusted; or
- b) before the confidential information was received by the party to which the confidential information refers, it was in the possession of the [other] party or was known by that party; or
- c) the confidential information is, or will be, made available to the party by a source that is already in lawful possession of the confidential information, whereby this source is not the party to which the information refers; or
- d) the confidential information is independently developed by the party; or
- e) the confidential information is released for unlimited publication with the written agreement of the party to which the information refers; or
- f) the confidential information is transmitted to the party after the party to which the information refers has received a written communication from the first party that it does not want to receive any more confidential information from the party to which the information refers; or
- g) the party is obligated to release the confidential information due to a directive by a public agency or regulation, provided that the party notifies the owner of the confidential information in due time before the date of publication and tries, in a commercially reasonable way, [to ensure] that the information is treated confidentially.

## 16 Public Relations

INVERS shall have the right to name the purchaser as a reference, to the extent that this is not counter to the legitimate interests of the purchaser. If this is against the legitimate interests of the purchaser, then he shall communicate this to INVERS in writing without being asked. In the above scope, INVERS shall also have the right to use the logo of the purchaser.

## 17 Closing Provisions

- 17.1 The parties promise each other that they will carry out their contractual obligations at all times in conformance with all currently applicable regulations and laws.
- 17.2 Side agreements, changes and additions to these general terms and conditions shall only be valid if they are made in writing. Abolishment of the written form requirement also needs to be in written form in order to be effective. Faxes suffice for adhering to written form. Other forms of electronic communication such as e-mail do not suffice.
- 17.3 These General Terms and Conditions and the individual agreement based on it shall be governed by German law, to the exclusion of all conflicting standards of international private law. Application of the United Nations Conventional on Contracts for the International Sale of Goods shall be excluded.

- 17.4 For both parties, the headquarters location of INVERS shall be the exclusive legal venue for disputes arising from, or connected with, these General Terms and Conditions or the individual agreement based on it. Each party shall also have the right to bring an action against the other party at the other party's place of business.
- 17.5 If terms are in doubt, then the definitions of the *Ergänzenden Vertragsbedingungen für die Erstellung eines IT-Systems* (Supplementary Contract Terms for the Creation of an IT System – "EVB-IT System"), in Version 1.01 dated 1/10/2007 shall apply.
- 17.6 If individual provisions of these General Terms and Conditions are invalid or should become invalid in the future, this circumstance shall not affect the validity of the remaining provisions.

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