

— CONTRACT

between

Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V. | Hansastraße 27c,
80686 München; Germany

as legal entity for its

Fraunhofer-Institut für Integrierte Schaltungen IIS | Am Wolfsmantel 33, 91058 Erlangen,
Germany

hereinafter referred to as »FhG«

and

XX, XX

hereinafter referred to as »Contractor«

1 Subject

The Contractor shall carry out the tasks and services (hereinafter: the Task) under the title

“Support services for the project „Customer Support with focus on Microelectronics and IC Layout“

described in the tender specifications from XX.XX.XXXX (Annex A) as well as in Contractor’s proposal from XX.XX.XXXX (Annex B).

2 Personnel of Contractor, Term

2.1

The Task shall be carried out from **December 15, 2026, until December 14, 2028 (base term)** and shall be delivered to FhG in conformity with the contract. Subject to any other contractual agreement, FhG shall be entitled, but not obliged, to accept parts of the results before this date at its sole discretion.

2.2

FhG shall have the option to extend the contract twice by one (1) year each time (option period). In order to be able to take flexibly into account inflation and/or market-related price developments, a moderate adjustment of the remuneration for the optional extension can be agreed, provided this is appropriate.

2.3

Contractor has appointed the following person(s) responsible to execute the Task:

XX

The appointed personnel of Contractor may solely be replaced with the prior consent of FhG or for good cause (e.g. termination of its employment contract, long-term absence due to illness) provided that the newly appointed person has at least equivalent qualifications.

3 Remuneration

3.1

Invoices shall be submitted monthly based on the actual amount of work carried out.

The parties agree on a **fixed hourly rate:**

XX,00 € plus VAT (if applicable)

Only working hours are invoiceable, but not times for arrival and departure. The remuneration covers the fulfilment of all of the obligations of the Contractor under this contract, including the granting of the rights of use according to Section 4 and any accompanying costs.

3.2

The total value of the contract is limited to a maximum amount of XXX € during the basic term in accordance with Art. 2 (1). Insofar as FhG makes use of the option to draw in accordance with Art. 2 (2), this amount shall increase by XXX EUR for each additional year. The Contractor shall not be entitled to be commissioned up to the specified maximum limit. Notwithstanding the foregoing, the total number of working hours during the base term of the contract shall be limited to a maximum of 3.200 hours for the base term. For the option period increases the cap on hours by a maximum of 3.200 hours. For the avoidance of doubt, the afore-mentioned limits shall not be construed, expressly or implicitly, that the Contractor will be tasked by FhG to the maximum limits set out in this provision.

3.3

Invoices shall state the amount of working hours and price in Euro plus VAT (if applicable) and must contain details of the Task carried out. Each invoice must contain the PO Number. Payment is made to the account shown on the invoice.

3.4

Travel expenses in connection with this contract shall be reimbursed to the Contractor only if he obtained the prior approval of FhG before commencing the trip. Travel and hotel expenses shall be reimbursed upon presentation of the corresponding receipts in compliance with the German Federal Travelling Expense Act ("Bundesreisekostengesetz"). The Contractor will submit invoices for the incurred travel expenses in the month subsequent to the month in which the travel(s) took place.

4

Right of use

4.1

The results to be provided under this contract means every outcome produced by the Contractor whilst carrying out the Task – regardless of such results being embodied or not – including supporting documents, know-how, or other information. The Contractor is obliged to transfer all rights to the results to FhG.

4.2

The Contractor shall grant to FhG the exclusive, unrestricted in time, place and content, right to use the results in any form or matter; this right includes the right to copy, distribute, adapt, or modify the results. If the results are protected by copyright or are to be delivered as software (including documented source code), FhG is especially entitled to develop and modify the results in any way and to offer, publish, copy, exhibit, or distribute – also via networks or satellite transmission – the results in their initial or modified form. FhG is entitled to exercise all rights granted under Par. 69 c German Copyright Act. FhG is entitled to transfer its rights of use and to grant exclusive or non-exclusive licenses – including sublicenses – to third parties. In the case of inventions being made during the performance of the Task, Section 4.3 shall apply.

4.3

The Contractor shall inform FhG of any inventions or technical improvements made under this contract (hereinafter referred to as: inventions) immediately in writing, regardless of whether the invention is either patentable or otherwise protectable. The information shall include – if possible – additional information on the state of the art in the technical field of the invention or the field of usage thereof.

The Contractor shall claim inventions or shares thereto on behalf of its employees without delay and shall transfer such rights to FhG. The Contractor shall ensure that any independent inventor is obliged to transfer their transferable rights to the invention to FhG without delay.

FhG is entitled to file patents in its own name. The Contractor is obliged to provide FhG with all information, documentation, and declarations necessary for such applications. FhG shall bear the costs

for the applications and their maintenance. All rights thus granted to FhG are deemed to be satisfied under section 3 of this contract.

4.4

Notwithstanding the Contractor's obligations according to Section 5, the Contractor shall keep any invention in strict confidence until its disclosure.

4.5

FhG shall inform the Contractor without delay if FhG is not interested in the assignment of the inventions. Only in this case the Contractor may file patents in its own name. However, FhG shall be granted a non-exclusive right to use such patents for its scientific purposes.

Notwithstanding the Contractor's obligations according to Section 5, the Contractor shall keep any invention in strict confidence until its disclosure.

4.6

If during the performance of the contract already existing industrial property rights or copyrights, including software, of the Contractor are used and/or if such rights are required for FhG's use or commercialization of the results under this contract, then FhG shall be granted a non-exclusive, sublicensable right of use to these rights.

4.7

The Contractor is only permitted to publish the results, or partial results, or to pass them on to third parties, or to exploit them in any other way, with the prior written consent of FhG. In publications related to this contract, appropriate reference must be made to the involvement of FhG.

5

Confidentiality

5.1

The Contractor shall keep in strict confidence all results obtained under this contract as well as any information or documents provided by FhG. The Contractor shall neither disclose such results or information to nor allow any access by any third party unless the results or the information have been made available to the public or the obligation of confidentiality has been waived by FhG in writing.

5.2

The Contractor shall oblige in writing its employees engaged in the fulfilment of the contract to comply with the confidentiality obligations under Section 5.1. The Contractor shall submit these written confidentiality agreements to FhG upon request.

5.3

The Contractor shall distribute the results, information or documents according to Section 5.1 only to those employees according to Section 5.2 having a need to know. The Contractor shall inform these employees of the right of FhG to hold them personally liable in the case of their breach of the confidentiality obligations even if their employment with the Contractor has been terminated.

5.4

The Contractor is obliged to store all business and operating documents made available to him within the scope of this contract in a proper manner and to ensure that third parties cannot gain access. The Contractor shall ensure that all documents and materials pertaining to FhG matters, which are in the possession of the Contractor, are securely stored and maintained under lock and key.

5.5

The recipient of samples, fabrics, or other materials may not examine them, in particular with regard to their composition and/or manufacture, either chemically or in any other way, without the express written consent of the other contracting party.

5.6

Upon termination or expiration of the contract, the Contractor shall return all documents, samples, and materials that he is obliged to store correctly to FhG, or, upon request by FhG, destroy them in a verifiable manner. The Contractor is not entitled to withhold any documents of FhG.

5.7

The Contractor further agrees not to reverse engineer the information and documents of FhG without the prior written consent of FhG, unless such information or document is generally accessible by the public or unless reverse engineering is legally allowed pursuant to sections 69d, 69e German Act on Copyright and Related Rights, section 11, no 2 German Patent Act, section 12, no 2 German Utility Model Act, section 10a, para 1, no 2 German Plant Variety Protection Act or section 6, para 2, no 2 German Semiconductor Protection Act.

6

Access and Use of FhG infrastructure

6.1

For purpose of this contract, FhG agrees to allow the Contractor free-of-charge use of the following infrastructure:

- use to hardware of the Institute (workstation, printer, copying machine etc.),
- use of software of the Institute,
- use of data networks.

6.2

The Contractor

- will comply with the "IT User Guidelines" of FhG (attached hereto as Annex C).
- is subject to the safety regulations and instructions of the responsible safety officer during his stay at the premises of FhG.
- Will return all items received in regard to this contract to FhG with termination of this contract. FhG will be informed of any damage or loss concerning these items during the term of contract. FhG reserves the right to claim damages in this case.

6.3

The Contractor has been informed that on account of possible copyright infringements, he must not provide FhG with or install on FhG resources data processing programs and associated documentation material, which he purchased from third parties, licensed or acquired in any other way. On this account, the Contractor shall not instigate in any way that such material is used by FhG without notifying of the Board of Directors. The Contractor has been informed that he may render himself liable to prosecution if he copies software installed on FhG computers respectively software licensed for FhG, onto data carrier, transfers it online or in any other way without the express written permission of the Board of Directors.

6.4

Sections 6.1. to 6.3. apply analogously for employees of the Contractor, who are involved in the execution of the contract. The Contractor affirms hereby, that he will inform thoroughly his employees when indicated about the obligations of section 6.1-6.3 and shall be liable for compliance of his employees.

7

Third-Party Software/OSS

Only upon prior written approval of FhG is the Contractor entitled to integrate third-party software and/or open source software components into the result.

8

Data privacy

8.1

The Contractor agrees that FhG stores, processes and uses the data necessary for the execution of the contractual relationship. The data will not be passed on to third parties.

8.2

The Contractor agrees to enter into a separate Agreement regarding data processing with FhG according to Art. 28 DS-GVO, which will become part of this contract (Annex D).

9

Minimum Wage Law

The Contractor is hereby obliged to abide by the legal requirements of the Minimum Wage Law (Mindestlohngesetz – hereinafter MiLoG), in particular to remunerate his employees on time as required by the MiLoG, whilst working in Germany. The Contractor shall provide suitable documentation to FhG as evidence of his compliance with the MiLoG. At the request of FhG, the Contractor shall, without delay, disclose any of the aforementioned documentation. In the case of an infringement of the MiLoG, the Contractor shall indemnify FhG of all claims of his employees.

10

Compliance with the Federal Collective Bargaining Compliance Act (Bundestariftreuegesetz)

10.1

In the performance of this contract, the Partner undertakes to comply with the requirements of the Federal Collective Bargaining Compliance Act (BTTG), in particular to grant its employees, for the duration of their engagement in the execution of the public contract or concession, at least the working conditions stipulated by the Federal Ministry of Labor and Social Affairs through the applicable statutory regulations issued pursuant to section 5 of the BTTG. If the Partner engages subcontractors (including temporary work agencies) for the purpose of performing this contract, the Partner shall likewise obligate such subcontractors to comply with the requirements of the BTTG. The same shall apply to any subcontractors and to any temporary work agencies engaged in turn by those subcontractors.

10.2

In the event of any violations of the BTTG, the Partner agrees to pay a reasonable contractual penalty amounting to a maximum of one percent (1%) of the contract value per violation, or a maximum of ten percent (10%) of the contract value in the case of multiple violations. The contractual penalty will have come into effect when the supervisory authority has determined by means of an administrative act pursuant to section 13 of the BTTG that the Partner has culpably violated the collective bargaining commitment made pursuant to section 3 of the BTTG to a significant extent or has culpably violated its obligations under section 9 of the BTTG to a significant extent.

The contractual penalty shall not be deemed accrued until an administrative preliminary proceeding pursuant to section 13 paragraph 4 of the BTTG has been concluded. FhG is not required to claim the accrued contractual penalty before the completion of the contract performance.

10.3

FhG is entitled to terminate the contract with immediate effect and without notice in the event of a contractual penalty being effectively established in accordance with paragraph 2 of this section.

11

Sustainability Standards for Suppliers (NHS)

11.1

The Partner undertakes to comply with the "Sustainability Standards for Suppliers to the Fraunhofer-Gesellschaft Munich" (NHS) in the version that was a legally binding part of the tender documents published at the time the contract was awarded.

The Contractor agrees to indemnify, defend and hold FhG, its trustees, officers, employees and affiliates harmless against all claims, damages or expenses, including reasonable attorneys' fees, made by any third party due to or arising out of the Contractor's violation of the NHS.

11.2

In the event the Contractor fails to comply with any of its obligations under the NHS and does not remedy the failure of performance within a reasonable time after the Contractor has been notified in writing thereof (Remedy Period), FhG shall be entitled to suspend the performance of this contract or to cancel or terminate the Contract. If the breach is severe, persistent or repetitive, the remedy period is dispensable, in particular, in the cases specified in Section 6.2 No. 1-3 NHS.

12

Public funding

If the services under this contract are – in whole or in part – sponsored by public funds, the contract shall become or remain valid only if the public grant is issued and remains in force. The accompanying obligations of such public funding shall apply additionally to this contract.

13

Termination

13.1

Each party may, by written notice to the other party, terminate this contract with a 30-day notice period, with the termination to occur at the conclusion of the quarter. The right to terminate for good cause remains unaffected.

13.2

In case of termination of the contract the Contractor shall fulfil the Task until the validity date of the termination of the contract. FhG will effect the respective payments if FhG's interest to use the results remains unaffected by the termination.

14

Compliance

14.1

When performing the contractually owed services, the Contractor is obliged to comply with all domestic and foreign laws that are applicable in connection with this contract and that apply due to the respective principal place of business and the place of performance of the contractually agreed service. This includes, in particular, the applicable laws relating to anti-corruption, money laundering and antitrust law, as well as the regulations on sanction list and export control.

14.2

The Contractor shall ensure – for example by means of contractual agreements – that these contractual provisions are also observed by the persons acting or commissioned in its name in connection with this contract.

14.3

The parties shall provide mutual support with regard to measures to prevent compliance violations within the framework of this contractual agreement. In particular, the parties shall inform each other without delay if they have specific knowledge of

- a) a material violation of criminal or regulatory provisions of the applicable laws from section (1) and/or
- b) an official investigation or court proceedings by or against the party itself, its employees, managers or affiliated companies, representatives and other companies associated with the contract and this is specifically related to this contract. This does not apply if legal reasons or a prohibition by the investigating authorities regarding the duty to inform preclude this.

14.4

— In the event of a culpable material breach of a criminal or regulatory provision within the meaning of the applicable laws pursuant to section (1) by the Contractor or a third party commissioned by it, FhG shall have an extraordinary right of termination or withdrawal with respect to all existing contractual agreements with the Contractor, as well as a right to break off all negotiations. This shall apply only to such breaches of duty as, taking into account the circumstances of the individual case and weighing the interests of both parties, make the continuation of the contractual relationship appear unreasonable. Any claims for damages shall remain unaffected by the aforementioned.

14.5

In the event of any other breach of duty, there shall only be an extraordinary right of termination or withdrawal if, after an unsuccessful written warning setting a reasonable notice period, the breach could not be remedied and a continuation of the contract is unreasonable, taking into account the interests of both parties.

14.6

The said obligation and its consequences shall apply retroactively as of the date of the first negotiations for this Contract.

15

Miscellaneous

15.1

This contract, including its terms, and the non-contract issues related to this contract, its formation and performance shall be governed by and construed in accordance with the laws of the Federal Republic of Germany without reference to its conflict of law provisions. The terms in this contract shall have the meaning ascribed to them under the laws of the Federal Republic of Germany. The United Nations Convention on the International Sale of Goods (CISG) shall not apply. Place of jurisdiction shall be Munich, Germany.

15.2

Unless otherwise agreed herein, the Standard Purchasing Terms (SPT) of Fraunhofer-Gesellschaft e.V. in the version that was a legally binding part of the tender documents published at the time the contract was awarded shall apply complementary and the »Allgemeinen Bedingungen für die Ausführung von Leistungen - VOL/B« (Teil B der Vergabe- und Vertragsordnung für Leistungen, ausgenommen Bauleistungen) shall apply alternatively. Any general terms and conditions of the Partner shall not apply. This shall also apply if they do not contradict the contractual terms and conditions provided by FhG.

15.3

Place of performance shall be Erlangen. Place of payment shall be Munich.

15.4

For the signature of this contract electronic signatures according to § 127 III BGB (e.g. via an electronic signature platform like DocuSign or AdobeSign) shall be sufficient for the contract's legal validity. There shall neither be an exchange of handwritten original signatures nor a subsequent qualified electronic signature or certification according to § 127 II, III BGB in the case of electronic signature. This provision applies also for changes or additions to this contract as well as if the Parties intend to waive the agreed form.

15.5

Should a provision of this contract be or become invalid or should this contract contain an omission, the legal effect of the other provisions shall remain unaffected. The parties shall agree on a valid provision which comes closest to what the parties intended economically.

15.6

Sections 4 and 5 shall remain in force even if the contract has been terminated.

15.7

This contract shall come into force on December 15, 2026 provided that the duly authorized representatives of FhG and Contractor have signed this contract.

Ort,

Contractor (Firma)

Name

Erlangen,

Fraunhofer-Gesellschaft zur Förderung der angewandten
Forschung e. V. for its Fraunhofer Institut für Integrierte
Schaltungen IIS

Name

Name