BMW Group

General contractual Terms and Conditions for the Purchase of Standard Software, governed by Mexican Law (Status 10/2015)

1. Application

1.1 These general contractual terms and conditions (hereinafter referred to as "**GTC**") shall exclusively apply to the purchase of standard software by BMW de Mexico, S.A. de C.V. and/or BMW SLP, S.A. de C.V. (hereinafter respectively referred to as "**BMW**").

1.2 Different or additional contractual or delivery terms and conditions shall not apply, even if these are not expressly contradicted by BMW.

2. Conclusion of contract

2.1 The purchase agreement for a specific standard software program (also referred to as "**software**") is always concluded on the basis of a final offer by the contracting party and the written order referring to this offer by BMW.

2.2 If the contracting party confirms an order by BMW that is different from the written order or that does not correspond to these general contractual terms and conditions, the differing or contrary terms and conditions shall only apply if they are expressly agreed upon in writing by BMW.

2.3 In the event of any conflict between the integral parts of the Agreement, the following order shall apply:
- BMW's Purchase Order;
- Records of the contract award/negotiations;
- Documentation of invitation to tender including all schedules;
- Individual or Framework agreements between BMW and the contracting party or Suppliers, including but not limited to IT framework agreements or development framework or individual agreements (hereinafter referred as to "**Agreement**"), if any;
- BMW's General Contractual Terms and Conditions;
- Schedule of Services Specification, Requirement Specification (i.e. the technical content revised following negotiation).

3. Right to use the Software

3.1 At the time of delivery of the software the contracting party hereby grants to BMW an irrevocable right to use the software without limitations in time, manner or place.

3.2 The license granted by the contracting party specifically includes the following rights:
a. to save and install the software on IT systems,
b. to copy the software and the associated documentation for the contractual purpose,
c. to load, run and process proprietary data with the software,
d. to run the software in any hardware environment (particularly hardware replacement and replacement computers),
e. to use the software on production, integration and test systems,
f. to use the software on backup and emergency systems (hot/cold standby),
g. to use all language versions of the software,
h. to use older versions of the software with the same edition in a scope of use in conformity with the contract ("downgrade right") without an obligation to inform the contracting party or the manufacturer of this use,
i. to use the software for processing order data for third parties,
j. to transfer the software to and use the software in all companies in the BMW Group with the same rights that BMW has been granted,
k. to transfer the software to and allow use of the software by third parties for the benefit of the BMW Group in the sense of an extended workbench, and
l. to allow use of the software by third parties at any location and on systems that do not belong to the BMW Group for the benefit of the BMW Group.

3.3 BMW is allowed to sell the software with documentation without any restrictions. This right also covers software that is transferred online, older versions of programs and OEM versions and includes the right to sublease software.

4. Delivery, transfer of risk

4.1 If deadlines are specified in calendar weeks or months, the first business day shall be deemed to be agreed upon. In case of default in delivery all rights under the applicable law shall be reserved.

4.2 The contracting party shall deliver the software to BMW on a suitable data medium along with the complete documentation (specifically the administrator manual and user manual).

4.3 At the request of BMW the contracting party shall additionally make the software available to BMW on its website for download by BMW. The contracting party shall provide BMW with the user name and the associated password (access data) for log-in to the restricted section of the website.

4.4 If requested by BMW the contracting party shall
a. install the software (a charge is applicable), with the required machine time and operating personnel being made available to the contracting party free of charge, and
b. offer introductory and training sessions on site (a charge is applicable), to ensure that the BMW Group is able to use the software fully and correctly.

4.5 The contracting party shall allow the BMW Group a test period of three months from the date of installation free of charge when the software is used for the first time. Within this period BMW will have the right to cancel the order at any time in writing without liability to any penalties from the contracting party. The above obligation - to allow a test period - is not applicable if the contracting party has already allowed the BMW Group to test the product free of charge for a period of at least three months prior to the order.

4.6 BMW shall inform the contracting party of any defects in the software as soon as they are discovered during a standard course of business. In this respect, the contracting party waives the right to reject delayed notification of defects.

4.7 The passage of risk occurs with the confirmation of performance in the business systems of the BMW Group.

4.8 Partial deliveries are not permitted, unless specifically stated otherwise.

4.9 If BMW no longer has an operational version of the software as a result of loss, accidental deletion or similar events, the contracting party shall provide BMW with a copy of the software free of charge.

5. Scope of delivery

5.1 The scope of the contractual software is determined by the contents of the purchase agreement and the invoice.

5.2 The contracting party states that the software does not include any functions that could possibly impair, bypass or disable security functions, unless the contracting party has previously informed BMW of this, and BMW has specifically agreed upon it in writing. The contracting party specifically states that the software shall not enable unauthorized access to systems and access to data of the BMW Group by third parties without approval by BMW or by bypassing existing security systems.

5.3 The contracting party shall identify the transferred copies of the software by version numbers and Stock Keeping Units ("SKU") and shall include them in the reporting obligations defined in these general contractual terms and conditions no later than at issue of the invoice.

6. Continuing reporting obligations of the contracting party

6.1 The contracting party shall supply BMW with a product catalogue once a year free of charge that lists all software products to be itemized separately in BMW Software Asset Management ("SAM") and in particular all versions and variations (e.g. editions) of the software that the contracting party considers as separate types.

6.2 The contracting party shall supply BMW free of charge every six months with the inventory and quantity data of the delivered software based on the product catalogue ("Reporting Data"):
a. classified based on the various companies of the BMW Group domestically and internationally, and
b. with agreements that include hardware and software, classified based on hardware and software.

6.3 The Reporting Data shall be submitted in machine-readable form in the format specified by BMW to conform to the requirements of the SAM in use by the BMW Group.

6.4 Acceptance or receipt of the Reporting Data provided by the contracting party is not an acknowledgement by BMW that the Reporting Data is correct or complete.

6.5 The contracting party shall ensure that the BMW Group can automatically monitor the use of the software at all times. For this purpose the contracting party shall supply BMW free of charge with signatures that will enable the constituents of the product catalogue to

be identified with standard tools and processes. The contracting party shall also ensure that
   a. the versions and types (e.g. editions) listed in the product catalogue can be automatically detected,
   b. it is not necessary to use any of the tools specified by the contracting party but that the standard Software Asset Management Tools are adequate, and
   c. if additional information is required for identification, it is restricted to established information, e.g. number of CPUs or number of CPU cores.

7. Obligations of the contracting party for software maintenance

7.1 On request by BMW the contracting party shall maintain the software from delivery for a period of at least five years. In this case BMW and the contracting party shall agree on a separate maintenance contract.

7.2 The contracting party shall maintain the software free of charge for the first 12 months following the agreement of a maintenance contract of this kind; after this time, BMW shall pay a standard percentage fee for maintenance services, determined by the purchase price (see no. 11).

7.3 Software maintenance particularly includes all updates and all new releases of the software.

8. If a company leaves the BMW Group

8.1 If a company or part of a company leaves the BMW Group, BMW may transfer the right of use of the software to this company or part of a company or the functional or legal successor of the company or part of a company, if and to the extent that the rights of use have already been exercised in this company or part of a company.

8.2 On request by BMW the contracting party shall continue to provide software maintenance to the company or part of a company for a further period of 12 months from the date of leaving the BMW Group; the contracting party does not have the right of an ordinary notice of termination in this regard. The costs incurred for software maintenance by BMW will be reduced accordingly, to the extent of the rights of use that were transferred to the company or part of a company that left the BMW Group.

9. Assignment of claims, engagement of subcontractors

9.1 The assignment of claims of the contracting party against BMW requires a prior written approval by BMW.

9.2 The contracting party shall be entitled to offset against claims of BMW or to claim retainer rights only insofar as the contracting party`s claim is uncontested or the counterclaim (the contracting party`s claim) has been confirmed as legally valid by court. BMW shall also be entitled to offset claims favoring another company of the BMW Group against claims of the contracting party. Furthermore BMW shall be entitled to offset own claims against claims which the contracting party has against another company of the BMW Group.

9.3 The contracting party may assign its obligations to BMW to third parties only with a prior written approval by BMW.

10. M&A activities of the contracting party

The contracting party shall ensure that BMW does not suffer any legal or financial disadvantage from and that the provisions in this agreement remain unaffected by mergers, company acquisitions or any other legal company changes by the contracting party. This does not affect the right of BMW to terminate maintenance contracts for good cause.

11. Purchase price

Payment of the agreed purchase price covers all rights of use and obligations of the contracting party defined in these general contractual terms and conditions.

12. Warranty

12.1 Unless otherwise agreed, the warranty obligation shall be governed by the statutory provisions as applicable from time to time. BMW shall in any event be entitled to demand that the defect first be rectified free of charge or that the subject matter of delivery be delivered free from defects. If the contracting party fail to comply with the above mentioned, BMW is entitled to rectify the defect with another supplier and recover from the contracting party any expenditure incurred by BMW in obtaining such software from another supplier.

12.2 Notification of a defect by BMW shall stop the warranty period for the delivery in question. After correction of the defect the warranty period for the delivery in question commences again.

12.3 The contracting party warrants that the software:
   - Comply with all agreed specifications, including all specified documentation and quality requirements, or in absence thereof are fit for the purposes for which goods of the same description type would ordinarily be used and keep the functionality and

performance as expected by BMW according to the contracting party's information, documentation and statements;
   - Are free from defects and rights of third parties;
   - Comply with all relevant legislation, regulations, and codes of practice, guidance and other requirements of any Mexican governmental agency applicable to the contracting party; and

13. Property and rights of use; open-source software

13.1 The contracting party warrants that the software shall be free from property rights of third parties (particularly in the case of open-source software) that could prevent or affect the use of the software.

13.2 If the software contains open-source components, the contracting party shall
   a. list the open-source components included in the software for BMW in writing,
   b. on request by BMW remove the open-source components if the proposed use of the software would otherwise be prevented or affected, and
   c. enable the BMW Group to fulfill any obligations arising from the use and distribution of the included open-source software, and specifically transfer the text of the licensing conditions of the included open-source software, and provide the source code of the included open-source software if publication of the source code is required.

13.3 The contracting party shall also assure that
   a. BMW Group proprietary software will not be affected by the included open-source software (particularly not as a result of the viral effect), and (that)
   b. the licensing conditions of the included open-source software do not specify or require the BMW Group to reveal authentication information, cryptographic keys and/or information with reference to programming control units on the car.

13.4 The contracting party shall hold the BMW Group free of all claims, damages, losses and costs and will defend it against claims by third parties, including associated copyright holders arising from the use of the software. The contracting party shall take any required legal actions in its own name and at its own cost as far as possible. The right of BMW to demand compensation for damages and to terminate the contract will remain unaffected hereof. The contracting party will also bear the costs for defense in cases where the sole purpose is defense against alleged claims, damages or losses.

14. Confidentiality, advertising

14.1 The contracting party agrees to maintain absolute reservation and consider as strictly confidential and secret all the commercial and technical information and data of BMW in relation to the software, the purchase agreement, this GTC, and/or the resulted works, (hereinafter, the "**Confidential Information**"). Furthermore, the contracting party agree to return once it has been used, all the documentation, reports, lists, databases and other information that has been provided by BMW in order to carry out the obligations derived from the purchase agreement. The above in the understanding that the Confidential Information does not include information that: (i) on the date of signature of the purchase agreement is in the possession of either of the parties which received it without it being confidential; (ii) on the date of learning it, it is in the public domain; (iii) after having learned it, it is published or in any form becomes part of the public domain, without any liability of the contracting party or by means unrelated to them (but only after such information has been published or becomes part of the public domain); or, (iv) legal access to it has been gained through a third party without any confidentiality restrictions from the owner of the information.

14.2 The contracting party agrees that in case that it is required, through an administrative or judicial ruling issued by a competent authority, to disclose the information of BMW, the former shall give notice of, including electronically, such situation no later than the business day following the date on which it has received such notice. This is in order to be able to carry out the acts it is entitled to, including obtaining an adequate order for protection, provisional measure or other appropriate recourse to prevent the disclosure of the requested information.

14.3 The parties agree with everything established in this section and if information has been delivered to the corresponding authority, this will not constitute a violation of the confidentiality obligation.

14.4 This obligation of maintaining secrecy also extends to all employees and agents of the contracting party irrespective of the type and legal structure of the collaboration. The contracting party undertakes to impose corresponding obligations to maintain secrecy on this group of persons to the extent that this has not already been done. It shall also, in addition, take all reasonable precautions to prevent third parties from accessing the information obtained from BMW.

14.5 Advertising with the business relationship with BMW and other statements to the public or to administrative agencies regarding said business relationship are permitted only with prior written consent unless said statements are required by reason of mandatory legal provisions as above mentioned.

14.6 The obligations of this section will have the same term as this agreement and 5 (five) years after its expiration.

15. Environment

15.1 While performing under any agreement the contracting party shall use the necessary resources (in particular materials, energy and water) efficiently and shall reduce the environmental impact (in particular with respect to waste, wastewater, air pollution and noise) to a minimum. This also applies to the effort and expense of transportation and logistics.

15.2 The contracting party shall ensure that all and any of its subcontractors are contractually bound to comply with the terms of this Provision 15.

16. Social Responsibility

16.1 For BMW it is of paramount importance that corporate activities take account of the social responsibility to employees and society as a whole. This applies both to BMW itself and to its suppliers. BMW's and contracting party's aim shall be to comply with the Directives of the UN Initiative Global Compact (Davos, 01/99) and the principles and rights set approved by the International Labour Organisation (ILO) in its "Declaration on fundamental principles and rights at work" (Geneva 06/98). The following principles are of particular importance:
- Preservation of human dignity and human rights, ban on child and forced labour;
- Implementation of equal opportunities and family-friendly policies;
- No discrimination on the basis of religion, origin, nationality, age, handicap, marital status, sexual orientation, political affiliation, membership of a trade union or the like, gender and veteran status;
- The protection of indigenous rights;
- Ban on bribery and blackmail;
- Maintenance of adequate social working conditions;
- Protection from individual arbitrary personnel measures;
- Provision of conditions that enable employees to enjoy a reasonable standard of living;
- Positive and negative freedom of association;
- Maintenance of employability by basic and advanced training;
- Provision of information to personnel on the objectives, economic situation and current topics that affect the company and the personnel;
- Responsible action by all personnel in relation to the environment;
- Compliance with industrial health and safety standards;
- Compliance with current laws and regulations.

16.2 Contracting party's aim shall be that all and any of its subcontractors are contractually bound to comply with the terms of this Provision 16.

17. Remuneration

17.1 All prices are fixed prices and considered net, unless otherwise agreed, and therefore exclude all incidental costs (such as installation costs, customs duties, taxes, travel costs, surcharges, flat charges). Nonetheless, all incidental costs that the contracting party believes will occur should be disclosed during the tender process. The prices shall apply unchanged until all of the services to be rendered under the contract have been completed.

17.2 Unless otherwise agreed, payment of the remuneration owed shall be due 30 days after acceptance.

17.3 Unless otherwise agreed, the remuneration shall, however, not be paid until after the subject matter of delivery has been received in accordance with the Agreement and following receipt by BMW of a proper and auditable invoice stating BMW's requisition number (Bedarfsmeldungnummer (BM)), purchase order number (Bestellnummer) and supplier number (Lieferantennummer). For calculating when a payment is due, deliveries made before the agreed delivery date shall not be deemed to have been received until the agreed delivery date.

17.4 Insofar as deposits are agreed said deposits shall be made, at BMW's option, in return for a bank guarantee by a major Mexican bank or by a group guarantee. The guarantee must apply for any and all claims arising out of any failure to execute the Purchase Order in accordance with the Agreement, statements of account or warranty with a waiver of the defenses of voidability, set-off and benefit of discussion as well as with any possibility of deposit excluded; however, it shall not exclude any further-reaching claims. The defense of set-off does not have to be waived to the extent that the Contractor's claim is not disputed by BMW, has become ripe for judgment or has been decided and become final and unappealable.

Payment shall be effected by bank transfer or by check (cheque). All payments are made subject to subsequent audit and the possible assertion of claims for payment back together with claims for interest. The Contractor cannot therefore invoke, for example, any lapse of undue enrichment.

17.5 As mentioned above, the contracting party shall submit invoices in an auditable form, complying with the mandatory Mexican Tax Laws and Regulations (as per article 29-A of the Federal Tax Code). In this regard, such invoices must state the following details; otherwise they will be rejected:
- Complete name and address of the contracting party; and of the recipient of the goods or services;
- Digital seal from the tax authorities and from the taxpayer
- contracting party's tax or value added tax ID number;
- Consecutive invoice number;
- Issue date or invoice date;
- Time when the goods or services were delivered;
- Trade description of the goods / services;
- Quantity;
- Net amount;
- Unitary amount expressed in number;
- Total amount expressed in words or numbers;
- Tax rate, amount of tax, if applicable;
- Any reduction in remuneration agreed in advance if not already taken into account in the remuneration, if applicable.

17.6 The original invoice shall be sent to BMW's incoming invoice verification department or (if specified on the relevant Purchase Order) to its payment address. If requested by BMW, contracting party shall transfer all invoices electronically (e- Invoicing).

18. Taxes

18.1 Taxes include all current or future taxes, dues, benefits, costs, and other fees of any kind, as well as extra benefits such as interest rates, delayed charges, late fees, and late funds, late payment fines, and penalty payments that are due to be paid or are being paid under public law.

18.2 BMW and the contracting party are each separately responsible for meeting their fiscal obligations and accounts payable. If a party fails to satisfy their fiscal obligations and accounts payable and this failure results in losses, damages, or other detriments to the other party, the responsible party shall indemnify the other party against the same.

18.3 Insofar as withholding taxes are due for the amounts to be paid by BMW to the contracting party, BMW shall withhold these in accordance with applicable regulations and pay them to the responsible Mexican tax authority for the account of the contracting party which shall provide, as well, any information required by the applicable tax laws to BMW. Upon request by the contracting party where provided by the applicable Mexican tax regulations, BMW shall deliver the contracting party with a proper tax statement on the payment of withholding taxes for the account of the contracting party. Insofar as applicable double taxation agreements or other regulations provide for a reduction of or exemption from income tax withholding, BMW shall only withhold the reduced amount or shall only apply the exemption if the contracting party has presented BMW with a valid exemption certificate and other required documentation by the applicable tax laws, at least 10 banking days prior to the payment date. Alternatively, BMW shall deduct and withhold the withholding tax from the owed amounts that are to be paid to the responsible tax authority in accordance with the applicable tax laws.

18.4 The contracting party shall comply with all certification, information, documentation, and other obligations required for the application of reduced tax rates or exemptions in accordance with applicable double taxation agreements or other regulations in Mexico.

18.5 The contracting party shall carry all taxes that said contracting party generates domestically or abroad by purchasing, using, or manufacturing of goods or for the usage of services, as well as through business travel of own employees during the performance of the Agreement. These taxes are already included as costs in the price agreed upon with BMW as far as the contracting party does not possess a reimbursement, deduction, or refund claim to these taxes domestically or abroad. If such taxes are not included already in the price, the contracting party shall not additionally invoice BMW for these taxes. Legally owed value added taxes are exempt here from.

19. Labor Liability

19.1 The parties enter into this GTC on its capacity as independent contractors, so each one of them will employ its own members, employees and staff in order to fulfill its obligations hereunder.

19.2 Accordingly, and for the purposes of Article 13 of the Federal Labor Act, both parties have sufficient elements to fulfill its obligations arising from the relationship with its employees, shall not be considered as intermediaries and for any reason the execution of the GTC shall be interpreted as establishment of labor relations between employees, workers and officials of BMW and the contracting party.

19.3 The parties agree to hold its counterpart safe and harmless of any controversy or claim that may arise due to conflicts related to employment or liability arising from the performance of the Agreement, Purchase Orders and this GTC, and to reimburse expenses including legal, that the parties have disbursed for this matter.

19.4 It is expressly agreed that the contracting party is and remains at all times the sole employer of its staff and therefore, responsible at all times for all obligations arising from the employment relationship with the staff in accordance with the Federal Labor Act, Social Security Act, Funds For Housing of the Employees Act (Ley del INFONAVIT) and other applicable laws.

19.5 For purposes of the provisions of Articles 15 and 15A of the Mexican Social Security Act, this GTC does not constitute a "contract for out-sourcing", given that the staff assigned by the contracting party to perform the services under the Agreement, Purchase Orders and this GTC at the premises of BMW shall be under the supervision, direction and responsibility of the contracting party, so in this regard neither party is obligated to inform the content of this instrument to the Mexican Social Security Institute.

20. General Provisions

20.1 The legal relationship between the parties and the purchase agreement under this GTC shall be governed and interpreted in accordance with the Mexican Laws, particularly with the Mexican Commercial Code (Codigo de Comercio), as well as the supplementary legal provisions of the Commercial Code. The application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") of 11th April 1980 is excluded.

20.2 The parties shall endeavor to resolve any dispute arising from, in connection, or related to a purchase agreement under this GTC or its performance, construction or interpretation, by agreement through negotiations conducted in good faith.

20.3 In the event that a dispute arises between the parties in regard to a purchase agreement, the contracting party shall not be entitled to withhold its obligations pending the resolution of such dispute and shall continue to perform its obligations in terms of this GTC.

20.4 The invalidity or unenforceability of any term or of any right arising pursuant to this GTC and/or the purchase agreement shall not adversely affect the validity or enforceability of the remaining terms and rights, and the GTC and/or purchase agreement shall be given effect as if the invalid, illegal or unenforceable provision had been deleted and replaces by a provision with similar economic effect to that of the deleted provision if this can be achieved by another provision.

20.5 Amendments and additions must be made in writing. The form requirement can be waived by a written declaration only.

20.6 Any dispute arising out of or in connection with a purchase agreement under this GTC shall be submitted solely to the jurisdiction of the courts of the State of San Luis Potosí, S.L.P., with the express waiver to any other forum to which the parties may be entitled by any means.