DRAFT Proposal

TypMaster DD Enhancements for DETA

to

OICA
International Organization of Motor Vehicle Manufacturers
4, rue de Berri
75008 Paris
FRANCE

Contents

Management Summary

The existing installation and implementation of TypMaster DD for the purpose of DETA that is installed at and licensed to Kraftfahrt-Bundesamt (KBA) has to be extended in several steps. OICA and KBA have agreed that these extensions will be added to the KBA's installation of TypMaster DD for DETA.

KBA remains licensee of TypMaster DD. OICA will not obtain any rights of use neither for the TypMaster DD standard product nor the extensions defined in this proposal.

In the first step the following functionality will be added:

- Unique Identifier for multiple approvals
- Additional archive attributes

Price

95.000,00€

(in words): ninety-five-thousand Euros)

exclusive of the statutory value-added tax, unless the Parties have fiscal unity. Details of the above-mentioned prices can be found in Section 5.

Deadlines

Receipt of order has to be achieved until the 30.11.2019.

1 Parties to the Agreement

T-Systems International GmbH

Hahnstraße 43d

60528 Frankfurt am Main

Service unit providing the service:

Solution Center ECM
Fasanenweg 5

70771 Leinfelden-Echterdingen

– hereinafter referred to as the **Contractor** or **T-Systems** –

offers

OICA
International Organization of Motor Vehicle Manufacturers
4, rue de Berri
75008 Paris
FRANCE

– hereinafter referred to as the **Customer** or **OICA**

the

Implementation of TypMaster DD Enhancements for DETA

– hereinafter referred to as **TypMaster DD Enhancements for DETA**

All content of this Proposal must be treated confidentially.

2 Service Specifications

The services provided by the Contractor are defined by the documents listed below in the order of priority in which they are enumerated in the event of contradictions:

- Section 2 of this Proposal No. 1000729469

The procedure described in Section 4.2 must be used in order to agree upon changes to the Service Specifications and their impact.

2.1 Objectives

The existing installation and implementation of TypMaster DD for the purpose of DETA that is installed at and licensed to Kraftfahrt-Bundesamt (KBA) has to be extended in several steps.

In the first step the following functionality will be added:

- Unique Identifier for multiple approvals
- Enhancement of roles and rights
- Additional archive attributes

2.2 Solution

2.2.1 Unique Identifier

A Unique Identifier (UI) entity will be introduced into the system.

Each UI will be represented by a number that is unique in the system. This numbering shall start at 1 and there will be no leading zeroes.

A UI can only be created in connection with one or more type approvals:

- For each new type approval (document) created in DETA, a UI will be created automatically
- A UI can be created for a single type approval that does not yet have a connected UI
- A UI can be created for a combination of type approvals in DETA

The Unique Identifier will have the following attributes:

- Unique Identifier number
- Description
- Creating approval authority
- Creation Date
- .....

As a UI can refer to a single type approval or to a combination of approvals and an approval can be related to several UIs, there will be an n:m relation between UIs and type approvals (documents).

2.2.2 Reporting

Some Reports will be available:

- List of UI's generated by an authority.
- List of UI's generated for a manufacturer
- List of UI's for multiple approvals with the approval-Numbers included

2.2.3 Clarification

- A UI will be generated automatically for each new type approval uploaded to DETA by a Contracting Party.
- A combined UI is created on application of a Contracting Party having issued one of the type approvals for a product.
- Approvals from different approval authorities can be combined into one UI

- One approval can be assigned to different UIs
  The software will not check whether a UI has already been created by another approval authority. ("For each separate product a manufacturer shall apply for a UI at only one approval authority.")

- Different products may have the same UI only if the differences of the products are not certification relevant with respect to the approvals assigned to this UI.
  This is a matter of correct use of the system by the authorities uploading type approvals. The DETA system cannot check this condition.
- An extension of an existing approval due to a new series of amendments of the regulation will not automatically require a new UI if the product can already fulfil the extended legal requirements without modification. (In such a case the extended approval shares the UI of the existing regulation.)

2.2.4 Use Cases

- Create Unique Identifier for a new type approval (automatically)
  When a new type approval is created in DETA by an approval authority, a UI is created automatically and is assigned to the type approval document
- Create an extension of an existing type approval (manually)
  Using a new functionality "Create extension", an extension of an existing type approval can be created. This is the same as copying a type approval but with an additional check box where the user must decide whether to create a new UI for the extension or to keep the UIs of the original type approval. In case the type approval has no UI always a new UI is created.

- Create Unique Identifier for an existing type approval where no UI exists yet (manually)
  Using a new functionality "Create UI", a new UI can be created for a single selected type approval if no UI is assigned to the type approval yet. (This will only be the case for type approval documents created in DETA before this extension has been installed.)
- Create Unique Identifier for a combination of type approvals (manually)
  Using a new functionality "Create UI", a new UI can be created for a selected combination of type approvals if no UI is assigned to this combination of type approvals yet.
- Show UIs for type approvals – as attributes in the table of documents
  The UIs for type approvals are shown in the table of documents in DETA like other attributes of a type approval document.
- Search type approvals for a given UI – integrated in the DETA tab
  In addition to the other searchable attributes, a search field for UIs will be added to the DETA tab user interface.

2.2.5 Access Permissions

As the UIs that are assigned to a type approval document are shown in the document table like other attributes, no special access permissions are necessary. Instead, the access permissions of the documents apply:

- CPs (TAAs) – read access for all
- Manufacturers – Only Approval holders

If additional access permissions are granted on a document, these will apply on the visibility of the UIs too.

2.2.6 Decisions

(Source: DETA-35-03e)

1. When a UI number needs to be 'reserved' by the approval authority (prior to type approval e.g. in case when a manufacturer needs to prepare the marking in the moulding) all mandatory attributes need to be entered. As this is prior to issuing the type approval the approval state and approval date are not fixed. It was decided that for this reason DETA will include the new value "reserved" for the attribute 'Approval State'. The value entered in the attribute 'Approval Date' should be a future date. This will be explained in the DETA manual.
   (Document DETA-32-04e is the latest overview of the attributes in DETA).
2. A new UI is automatically generated upon uploading a new type approval. For extensions to existing approvals a new UI is required in case of a new series of amendments of a regulation and a modification of the product to make the product comply with that new series (item 6 versus item 5 of the Annex of doc. DETA-34-10-rev1). As this cannot be distinguished by DETA, the approval authority shall indicate that a new UI needs to be generated.

The manufacturer shall also inform the authority during the application process.

➔ no automatic UI-Generation for approval-extensions

3. DETA will also not restraint the visibility of UI numbers allocated to approvals for regulations where the approval marking may not be replaced by a UI (e.g. R0, R22, R44).

4. The group confirmed the use case of retrieving from DETA all the UI's allocated to a single type approval. This may be necessary for tracing products, e.g. in case of market surveillance or recall issues. A new 'search field' will be added.

5. Where a UI is 'reserved' and finally not used, it was decided not to delete this information in DETA. This is for verification purpose for the authorities in case a manufacturer used the reserved UI where no type approval was issued.

2.2.7 Additional archive attributes

▪ Archive attributes are defined as listed in DETA-27-04e - DETA attributes.xlsx

▪ The system will be extended to allow the use of entities other than User as archive attributes. This is necessary for the UI entity.

2.3 Service Delimitation

The enhancements for the next steps of DETA are not subject of the proposal.

Especially the following features are not included:

▪ Upload and assign VINs to the corresponding approval

▪ Declaration of Conformance (DOC)

▪ Import Documents/ Approvals and iWVTA

▪ Migration of existing approvals in DETA and generating an UI for them.

2.4 Exclusions

1. The software will not check whether a UI has been granted already by another approval authority. ("For each separate product a manufacturer shall apply for a UI at only one approval authority.")

2. Guidelines and work instructions are not part of the software and have to be defined and to be provided by the UNECE or other participants. In order to be flexible the guidelines are not implemented in the software; for example for some regulations it is not allowed to use the UI as a marking on the product instead of the approvals.

2.5   Risks

Prior to preparing this Proposal, the Contractor had identified the following risks in implementing the services:

Third party cooperation necessary:

- KBA has to install and operate the extended software

3　Service Provision

3.1　Supply Items and Scope of Supply

The Contractor will supply the following items in the manner described:

Number	Supply item	Mode of delivery	Method and place of-delivery
1	Software-Package TypMaster DD	Object code	On CD-ROM by post to address of Customer's Project Manager or upload to the Customer's server.

Further details will be specified at the start of the project by mutual agreement between the Customer and the Contractor.

3.2　Deadlines

The Contractor will commence the project work within a period of four weeks after placement of the order.

The following timetable is proposed:

Milestone	Description	Party responsible	Deadline in relation to milestones	Deadline in relation to project commencement
M0	Receipt of order	Customer		
M1	Project commencement	Contractor	M0 + 4 weeks	
M2	Additional archive attributes	Contractor	M1 + 6 weeks	M1 + 6 weeks
M3	Unique Identifier for multiple approvals	Contractor	M2 + 6 weeks	M1 + 12 weeks
M4	Enhancements of roles and rights	Contractor	M3 + 4 weeks	M1 + 16 weeks
M5	Test on Test-System	Customer	M4 + 4 weeks	M1 + 20 weeks
M6	Start productive use	Customer	M5 + 2 weeks	M1 + 22 weeks

All the deadlines stated will only apply if the Customer places the order before the acceptance period for this Proposal has elapsed. If the Contractor accepts a later placement of the order, all deadlines shall shift accordingly, and by fourteen (14) calendar days at least.

3.3 Location of Service Provision

The place of performance is Leinfelden-Echterdingen (Germany).

Places of work are the Contractor's premises in Leinfelden-Echterdingen (Germany). Work will be carried out at the Customer's premises where required. The Customer will provide the Contractor with the appropriate work space and tools in good time and free of charge.

If employees are deployed off the Contractor's premises in Leinfelden-Echterdingen (Germany) travel expenses and travel time incurred will be billed based on the actual time and expenses incurred in accordance with Section 5.

3.4 Commissioning of Subcontractors

The Contractor reserves the right to employ subcontractors and shall inform the Customer of this.

3.5 Obligations and Assistance from the Customer

The assistance and contribution obligations of the Customer (hereinafter "Customer services") are essential duties of the Customer. In the context of the Contractor's service provision, the Customer must provide the following materials and assistance in particular free of charge and immediately following a request by the Contractor, unless a specific date has been agreed on below.

3.5.1 Cooperation, Materials and Assistance provided by the Customer

Project-specific materials and assistance

- Valid Licence of TypMaster DD for Deta (at KBA)

- Platform for installation and operating of TypMaster DD for Deta (at KBA)

- OICA has to provide a written confirmation of KBA that enables T-Systems to perform the enhancements upon the TypMaster DD installation of KBA prior to start of project

- Operating of TypMaster DD for Deta (at KBA)

- Test specifications for User Acceptance Tests

- Test Data for User Acceptance Tests

- User Acceptance Tests

Where the deadlines for the assistance and materials provided by the Customer are not stated in Section 3.2 of this Proposal, these will be in accordance with a project plan still to be agreed between the Customer and the Contractor.

3.5.2 Customer's Cooperation Services

Operation

The Customer must make sure that the software must be operated under proper conditions in accordance with the documentation.

Technical contact person

For the duration of the project, the Customer will provide a competent contact person with decision-making powers. The Customer must take necessary decisions without delay, no later than within 14 (fourteen) calendar days after the Contractor has notified the need to take such a decision.

Error reporting procedure and notification of defects

If the Customer detects an error, this must be made known immediately by sending an error report to the Contractor. Generally speaking, errors are traceable deviations from the Service Specifications according to Section 2. Errors must be documented in the error report in a manner which makes them reproducible and determinable by the Contractor. Documents required for debugging purposes must be made available to the Contractor for perusal.

Where the Customer has made modifications or additions to the system, the Customer must provide evidence that these have no causal relationship to the error that occurred.

3.5.3 General Provisions

The Customer shall provide employees of the Contractor with all the support necessary in their work on the Customer's premises. This support includes that the customer:

- names a responsible contact for the Contractor at the start of the project who will, in particular, provide all the information required in good time and take the required decisions on time

- ensures that the employees assigned by the Contractor are granted free access to the relevant computer and software at the agreed time,

- makes sure that, for the benefit of the Contractor's employees, all materials supplied by the Contractor meet health and safety regulations,

- provides the Contractor's employees with the information required for their activities in good time,

- provides the Contractor's employees with adequate and appropriate work space and resources where they are required to work on the Customer's premises to fulfill the Agreement,

- provides contacts for questions on functional and technical aspects of the project.

Data media provided by the Customer must be technically flawless and have flawless contents. If this is not the case, the Customer shall compensate the Contractor for any and all losses incurred by using such data media and shall indemnify the Contractor against third-party claims.

The Customer will keep copies of all documents and data media handed over to the Contractor, which the Contractor may access at any time free of charge. After providing the service, the Contractor may destroy the documents received from the Customer. The Contractor will return the documents at the Customer's request.

If the Customer fails to provide the required assistance or material or does not provide them in good time or in the agreed manner, any consequences resulting from this failure (e.g. delays, additional costs) will be borne by the Customer.

The stated Customer services must also be provided when defects are being rectified.

Additional obligations of the Customer are resulting from this Proposal.

3.6 Acceptance of Contracted Work Performed

The Contractor will provide the services in a ready-for-acceptance state (RfA). The Contractor is also entitled to provide partial services in a ready-for-acceptance state (RfPA).

Partial services may include:

- Self-contained stages for fulfillment of the specified stages or services.

- Self-contained and therefore functional parts.

- Self-contained documents or parts of documents.

For a list of the acceptance-relevant partial services of this Proposal, see Section 3.1.

The Customer will carry out and confirm in writing each acceptance (partial acceptance) of the services provided by the Contractor. The Contractor is entitled to participate in each acceptance (partial acceptance).

Rectification of defects for which the Customer is responsible shall be at the Customer's expense

3.6.1 Acceptance of software

Software is accepted by means of an acceptance test performed by the Customer. If no substantial defects are reported within 14 (fourteen) calendar days or within any other agreed acceptance period after submission for acceptance (partial acceptance) or if the customer incorporates the work results into its productive operations, the work results shall be deemed to have been accepted.

The Customer must advise the Contractor immediately of any defects that occur during acceptance testing in accordance with the "error reporting procedure" stipulated in Section 3.5.2. Evidence of deviation from the Service Specifications according to Section 2 must be provided by the Customer and described to the Contractor in a manner which is comprehensible. Defects which occur are classified in accordance with the Table below.

Fault class	Definition	Description
1	The application cannot be used	A serious technical defect which affects execution, essential functions are unusable, no possible work-around available at reasonable cost, etc.

Class 1 faults are major defects and prevent acceptance. The Contractor must rectify such defects without delay and provide evidence that the software functions as agreed in accordance with the Acceptance and Test specifications. |
| 2 | The application can be used but is impaired; there is a work-around | A defect for which there is a work-around through technical or organizational temporary replacement solutions (replacement technical solutions are provided by the Contractor);

Class 2 defects do not prevent acceptance. They are included in an outstanding issues list. The Contractor must remedy these defects immediately |
| 3 | The application can be used without any significant impairment. | Formal errors, spelling errors, documentation errors of an editorial nature, etc.

Class 3 defects do not prevent acceptance. They are included in an outstanding issues list. |

If, despite the defects identified, the service is accepted subject to subsequent rectification, then the defects must be classified and documented in the acceptance declaration. Acceptance must not be refused only on account of minor defects.

Subsequent delivery of documentation in accordance with the contract does not prevent acceptance (partial acceptance) of the service in its entirety.

4 Project Management

4.1 Contact Persons for the Proposal

Customer's contact persons

Yves Van Der Straaten
Phone: +33-1 43 59 00 13
yvanderstraaten@oica.net

Contractor's contact persons

Functional matters	Jochen Ruoff Phone: +49 711 999 9940 Jochen.ruoff@t-systems.com Rudolf Walter Phone: +49 711 999 9969 rudolf.walter@t-systems.com
Commercial	Lothar Schäfer Phone: +49 6196 961 81205 schaeferL@t-systems.com Joachim Höfler Phone: +49 171 4345728 joachim.hoefler@t-systems.com

4.2 Change Request Procedure

The Change Request procedure is used when a Party intends to modify the contractually stipulated contents of the Service Descriptions or is compelled to do so by circumstances for which it is not responsible. This is decided by the Change Control Committee (empowered representatives of both Parties) where there is no Project Steering Committee. Appointed persons can be replaced for important reasons (resignation, illness and the like). Members of the Change Control Committee are appointed by the Customer and the Contractor at the start of the project.

4.2.1 Procedure

Change Requests (CRs) must be sent in writing and to the other Party's Project Manager, desired changes, especially to service contents and the scope of service, must be described.

The Contractor will immediately advise whether examining the Change Request application will involve additional time and costs and, if applicable, ask whether the Customer agrees to pay such additional costs. Where the Customer agrees to pay such additional costs, the Contractor will assess the CR.

The Contractor's Project Manager may postpone assessment of the Change Request if he feels that the success of the project could be compromised by the time and cost involved in such assessment.

4.2.2 Assessment

The impact of the Change Request will be determined and assessed by the Contractor. Assessment involves making the following statements:

- Description of requested change

- Impact on project results

- Impact on defined scope of service

- Additional or reduced time and costs involved in implementing the change

- Impact on specified deadlines (milestones)

- Software components affected

- Recommended course of action

- Specified decision deadline

4.2.3 Decision on the Change Request

The decision regarding implementation of a Change Request is made jointly by the members of the committee in question, recorded in writing in decision minutes and signed off.

5   Prices and Conditions

All prices and conditions quoted in this Proposal are exclusive of the statutory value-added tax, unless the Parties have fiscal unity.

The fixed price for the service described in Section 2 shall be:

95.000,00 €

(in words: ninety-five-thousand Euros)

Payment shall be due upon receipt of invoice and must be paid in full within 15 days.

Travel expenses will also be charged in accordance with statutory provisions. Travel time will also be charged at the agreed prices in the relevant valid price list of the Service Unit Systems Integration (SU SI) of T-Systems.

If the amount of work involved is significantly greater than the estimates on which the Contractor relied at the time the Agreement was entered into because the Customer provided incomplete or inapplicable information, the Contractor is entitled to increase the original payment by a reasonable amount, even in the case of fixed-price payment.

Additional costs (e.g. also idle time) incurred by the Contractor due to the Customer failing to provide assistance or materials in good time or in the agreed manner will be charged separately to the Customer based on actual time and expenses occurred in accordance with the relevant applicable price list of the Service Unit Systems Integration (SU SI) of T-Systems.

The fixed price is invoiced after completion of Milestone 5 (Test on Test-System).

6 Other Provisions

6.1 Rights of Use and License Provisions

KBA remains licensee of TypMaster DD including the enhancements offered by this proposal with a non-exclusive, non-transferable, locally unlimited right to use. OICA doesn't get any rights to use neither for the TypMaster DD standard product nor the enhancements defined in this proposal.

6.1.1 Rights of Use for Reused Software Components

The deliverables of T-Systems will include the following reused software components owned by T-Systems:

Reused Components	Version
TypMaster DD	Latest Version

The Customer's rights of use according to Section 8 of the Client's General Terms and Conditions for Works and Services (see Section 6.5) do not apply to the above mentioned reused software components owned by T-Systems nor to any subsequent additions or modifications of these components.

Where required, following payment in full of the total remuneration owed under the Agreement, the Contractor will grant the Customer a non-exclusive, non-transferable, locally unlimited right to use the reused software components. This does not include the right to grant any sub-licenses or to use the reused software components for any other purposes as intended in this contract or separately from the solution provided by the Client (e.g. use in any other software solution or environment). In addition, the Client is not allowed to perform any independent modifications, extensions or enhancements of the above mentioned reused software components (e.g. to their source code). The Customer's rights of use expire as soon as the reused software component is no longer needed for the solution provided by the Client under this contract.

6.1.2 License Provisions for Standard Software

For standard third-party software, the license provisions of the relevant publisher will apply.

6.2 Sale to Third Parties

The Customer shall inform the Contractor immediately in the event of the Contractor's work being sold to a third party. In this case the Customer shall only grant the purchaser those utilization rights that it itself has and shall oblige the purchaser,

- not to grant repurchasers any utilization rights other than those granted in this Proposal,

- to use the work results only in the area of business and not to sell them to a consumer.

6.3 Termination

The Contractor shall be entitled to extraordinary termination of the Agreement in the event of serious breaches of contract, this shall apply in particular if the Customer does not render the agreed service properly as agreed (cooperation) despite a written request, or if the Customer does not honor its obligation to make payment within the agreed period of time.

If additional costs are incurred due to third-party claims in the event that the Agreement is terminated early for reasons that are not attributable to the Contractor, these shall be borne by the Customer. These shall include, for example, claims due to early termination of hardware leases or claims for damage by subcontractors.

6.4 Export

The respective applicable provisions of the German Foreign Trade Act and Foreign Trade Ordinance, the European Foreign Trade Regulations and U.S. re-export laws may result in delays or in the prohibition of performance which go beyond T-Systems' control. Liability for any damage resulting shall be excluded. If a necessary license is not awarded by the state office responsible for its issue, T-Systems' duty to provide a service will lapse. Compensation claims against T-Systems will be excluded in this case.

6.5 Components of the Agreement

Components of the Agreement to be concluded based on this Proposal are:

1. The provisions of this Proposal (and its project- and corporate-related Annexes).

Unless other corresponding provisions are specially specified in this document or its other Annexes, the following lower-precedence documents also apply

2. Licensing conditions for TypMaster DD

3. General Terms and Conditions for Work and Services of T-Systems International GmbH dated March 1, 2016

This Agreement, including other valid documents expressly mentioned therein, represents the entire, joint agreement between the Parties on the subject of the Agreement, and shall replace all agreements concluded in writing or verbally prior to this Agreement, including all negotiations and information exchanged.

7 Signatures

T-Systems will honor the present Proposal up to and including 15.06.2019.

Leinfelden-Echterdingen, dated June 15th 2019

[i. A.]   [i. V.]

Jochen Ruoff   Joachim Höfler
T-Systems International GmbH   T-Systems International GmbH

We herewith place the order on the basis of the above Proposal.

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Town/ city   Date

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[Enter Customer name under File: Properties]   [Enter Customer name under File: Properties]

Please enter your invoice address here.

Invoice address:

Please enter your order number here.

Order number: