

Brose IT General Terms and Conditions of Purchase for Capital Goods and Services

(Last amended: August 2021)

(IT GTCP)

These IT General Terms and Conditions of Purchase for Capital Goods and Services (IT GTCP) apply to all Orders placed by the Buyer with a Contractor for IT Services (as defined in the following). Part A (General provisions) shall apply in general to all IT Services; Part B shall additionally apply to the purchase of hardware and software, Part C additionally to the lease of hardware and software, Part D additionally to software creation, Part E additionally to software maintenance, and Part F additionally to consulting services.

Part A: General provisions

1. DEFINITIONS:

The following definitions apply:

- 1.1 **Offer** denotes the binding presentation of the deliveries, services and prices by the Contractor.
- 1.2 **Buyer** denotes any company in the Brose Group that has concluded a Delivery Contract with the Contractor.
- 1.3 **Buyer's Internal IT System** denotes the IT system used by the Buyer for procuring IT Services. The Buyer's Internal IT System is used to e-mail Orders to the Contractor's specified address.
- 1.4 **Contractor** denotes the Party to whom an Order is directed or the Party with whom the Delivery Contract is concluded.
- 1.5 **Order** denotes the Buyer's offer to the Contractor regarding the delivery of Goods or the provision of services, in written or electronic form, as well as any changes thereto. The Buyer places Orders by means of the Buyer's Internal IT System. Orders placed by the Buyer by other means (such as by a simple e-mail from an employee's personal account or by phone) are neither valid nor binding. The same also applies to changes to Orders. The Order may also be a framework order that authorizes the Buyer to make individual releases.
- 1.6 **Incoterms** denotes the trade terms published by the International Chamber of Commerce and described as "Incoterms 2010."
- 1.7 **IT Services** denotes all activities agreed between the Parties in the field of information technology and relating to capital goods and services. That may include in particular: the lease and/or sale of hardware and/or software, programming services, consulting services and/or software maintenance.
- 1.8 **Delivery Date** denotes the firmly defined time for the delivery of Goods or provision of services that is stated in the Order or otherwise agreed on between the Parties in writing.
- 1.9 **Delivery Contract** comprises the Order accepted by the Contractor or any contract otherwise concluded regarding the delivery of Goods or the provision of IT Services.
- 1.10 **Party** denotes either the Buyer or the Contractor.
- 1.11 **Property Rights** denotes all inventions, filed, awarded or registered patents, rights to utility models and designs, trademarks, copyrights and other registered and non-registered rights to intellectual property.

1.12 **Specifications** denotes technical requirements, Specifications, Buyer standards and other requirements that define the intended qualities of the IT Services.

1.13 **Goods** denotes IT products, hardware, software, parts, systems and works supplied to the Buyer by the Contractor. That also includes software supplied for use or for maintenance work on the Goods, where said software is firmly installed or pre-installed in the Goods or is required to enable use of the product in accordance with the contract (such as the BIOS or other firmware).

2. **APPLICABILITY AND CONCLUSION OF CONTRACTS**

2.1 These IT GTCP apply to the provision of IT Services to the Buyer by the Contractor in their version valid at the time a contract is concluded.

2.2 In principle, a contract is concluded when the Contractor accepts the Order without reservation. If the Contractor begins providing the service after receiving the Order, that shall also be tantamount to acceptance of the Order. The Contractor can accept the offer related to the Order up to the time the Buyer withdraws it in accordance with Section 2.4.

2.3 Apart from that, the Contractor shall be obligated to respond to the Buyer within one (1) week of receiving the Order and to notify the Buyer of whether it accepts the Order or not.

2.4 An Order can be withdrawn by the Buyer at any time before acceptance, without any liability toward the Contractor. An Order shall not constitute an acceptance of the Contractor's offer, unless such acceptance is expressly declared in the Order. The contents of the Contractor's offer shall only become part of the contract if and to the extent that they are referenced by the Buyer in the Order and do not conflict with the other contents of the Buyer's Order.

2.5 The Order and the IT GTCP shall be considered accepted by the Contractor, in full and without changes, if the Contractor accepts an Order in writing or via electronic data communications, or begins to provide the deliveries or services that are the subject of the Order. Only these IT GTCP form an integral part of the Delivery Contract. Any deviating terms and conditions shall only be binding upon written confirmation by the Buyer. The Buyer's unconditional acceptance of or payment for the Goods shall not constitute the conclusive acceptance of any deviating terms and conditions.

2.6 All companies in the Brose Group shall be entitled to conclude new Delivery Contracts with the Contractor on the basis of pre-existing Delivery Contracts at the same terms and conditions.

3. **DUTIES OF COOPERATION**

The Buyer shall provide the Contractor with all the necessary documentation, materials, information and data to the contractually agreed extent. The Contractor shall report any inadequate cooperation by the Buyer without undue delay. If the Contractor fails to do so, it cannot plea the fact that the Buyer did not fulfill its duties of cooperation properly. The Buyer shall be responsible for fulfilling its duties of cooperation inadequately or late only if it is at fault.

4. **QUANTITIES, DEADLINES**

4.1 Quantities and Delivery Dates or performance deadlines shall be defined solely in the respective Order. The offer shall additionally apply to the extent defined in Section 2.4 Sentence 2. The Contractor shall notify the Buyer in text form without undue delay if circumstances arise, or if the Contractor realizes there are circumstances, that mean that the agreed delivery time cannot be adhered to.

4.2 Adherence to the Delivery Dates and performance deadlines is essential to fulfillment of the respective Delivery Contract. If a delay in performance occurs, the Buyer shall be entitled to the statutory claims.

In particular, the Buyer can demand damages in lieu of performance and/or cancel the contract if a reasonable period of time elapses without remedy.

- 4.3 If the Contractor is only unable to perform its services temporarily, the Buyer can nevertheless engage a substitute third party to perform them instead, provided the Buyer has set the Contractor a reasonable period of time to perform them beforehand. If the Contractor proves that it is not at fault for being temporarily unable to perform its services, the Buyer shall still be obligated to pay for the services.

5. **PACKAGING, SHIPMENT AND DELIVERY**

- 5.1 Goods must be properly packaged, labeled and shipped with due care in a manner such that transport costs are minimized. Packaging, outer packaging, packaging materials and Goods carriers may not contain any hazardous materials, particularly radioactive materials, and must be recyclable unless a return agreement and/or Goods carrier pool system is in place. All applicable transport laws and regulations must be observed.

- 5.2 The Contractor shall immediately procure all documentation needed as per customs requirements and other laws or regulations, in particular customs drawback documentation, certificates of origin and any other information relating to the origin of the Goods and the materials the Goods contain, in accordance with the applicable provisions under customs law, where a cross-border delivery is involved or if the Buyer requests it to do so. Where necessary for customs purposes, the Contractor shall issue a trade invoice in duplicate. For free-of-charge deliveries, the Contractor shall declare the Goods along with their value and including the note "For Customs Purposes Only." The invoice must state the reason for the free-of-charge delivery (e.g. free shipping of samples).

- 5.3 The respective Order data must be stated on the Goods and delivery notes so as to ensure smooth and quick forwarding by the incoming goods department at the plants or the recipient location.

- 5.4 If the Goods are supplied via a data network and/or using a standard data carrier in accordance with the definition in the Delivery Contract, the following shall apply:

The delivery shall include, at no extra cost, access data if the data network for downloading the Goods is protected and – if the software is protected by a license key – the license key. If the Goods are lost or the data carrier can no longer be used, the Contractor shall supply the Buyer with a copy of the Goods upon request and free of charge.

- 5.5 The Goods, including the related documentation, shall be supplied to the Buyer in the version in which they are last valid, i.e. as released by the Contractor for sale to customers, unless the Parties have agreed a different version in the respective Delivery Contract.

- 5.6 All deliveries shall be made DDP (Incoterms) to the specified place of destination, unless otherwise agreed.

6. **PRICES AND PAYMENT TERMS**

- 6.1 The prices and payment terms shall be established in the Delivery Contract or the Order.

- 6.2 Value-added tax at the statutory rate applicable at the time of invoicing shall be payable on top of all prices and costs. All taxes and fiscal charges, of whatever type, incurred in connection with payments by the Buyer and imposed on the Contractor by fiscal authorities shall be borne by the Contractor. The prices are fixed prices, unless otherwise agreed, constitute the total price for manufacturing and delivering the Goods and providing the IT Services and include all incidental costs (such as transport and installation costs, customs duties, travel expenses, surcharges, flat rates, costs of obtaining rights

of use, etc.). The Contractor shall not be entitled to adjust prices and/or request additional costs of any kind without prior express written consent from the Buyer.

- 6.3 If a fixed price has not been agreed, the Contractor shall provide a written overview of the hours worked, stating the respective agreed hourly rate and the specific activity (performance record). The Contractor shall be obligated to have the performance records countersigned by the respective specialist department at least every month and to enclose them with the invoice.
- 6.4 If the Contractor is in delay in issuing its invoice or providing services or if it has delivered defective Goods, the Buyer shall be entitled to pay the purchase price only when the Contractor has met its contractual obligations.
- 6.5 The period for payment shall start when the service has been performed in full and without defects and the Buyer has received a properly issued invoice in accordance with Section 14 of the German Value-Added Tax Law (UStG). Payment shall be due by the 25th day of the month following the start of the period for payment.
- 6.6 Payments by the Buyer do not mean that the Buyer acknowledges that the Contractor's services are in compliance with the contract.

7. **SET-OFF**

The Buyer shall be entitled to rights of set-off and retention to the statutory extent. In addition to the rights granted under law, the Buyer shall be entitled to set-off with claims from other Delivery Contracts with the Contractor or its subsidiaries.

8. **PASSAGE OF RISK AND TRANSFER OF OWNERSHIP**

- 8.1 If the Contractor owes transfer of ownership to property, ownership of it shall in principle pass to the Buyer upon delivery. If the Buyer is already in possession of the object, ownership of it shall pass to the Buyer when the contract is concluded. If the object is to remain in the possession of the Contractor, ownership of it shall pass to the Buyer upon conclusion of a corresponding bailment. The time of the passage of risk, the Delivery Date and, if applicable, acceptance of the IT Services shall be defined in the respective Delivery Contract.
- 8.2 Risk shall pass to the Buyer no earlier than the transfer of ownership, unless otherwise specified in the following terms and conditions.

9. **QUALITY AND CONTROL**

- 9.1 When developing and manufacturing the Goods, the Contractor shall be guided by the latest state of the art and comply with all quality standards, statutory provisions and other requirements (e.g. notified requests of the Buyer). The Contractor ensures that it has installed and certified a quality management system that is in working order and complies with ISO 9001, as well as an IT Security system – an information security management system that complies with ISO 27001 – that is in working order and undertakes to maintain them for the duration of the contractual relationship with the Buyer.
- 9.2 If the Contractor sells Goods to the Buyer, the following shall apply: The Buyer shall conduct an incoming goods inspection to examine the Goods in terms of identity, quantity, damage in transit or other obvious defects and shall report such defects within 1 to 2 days of delivery. If, depending on the quality, quantity and intended purpose of the Goods, a more in-depth inspection of them is required, that shall be reported within 2 weeks of delivery. If, depending on the quality, quantity and intended purpose of the Goods, the Buyer has to conduct more in-depth inspections and does not discover any hidden defects despite the fact that the inspections were conducted properly, this shall not constitute

an acknowledgment of the contractual conformity of the Goods or a waiver of proper contractual fulfillment, and shall not release the Contractor from liability. The Buyer shall report hidden defects to the Contractor within 2 weeks of discovering them.

- 9.3 If the Contractor has changed the Specifications of the Goods since the last Delivery Contract, it shall point that out to the Buyer without being requested to do so and before the Order is accepted. In such a case, the Buyer shall be free to withdraw the Delivery Contract, even after acceptance of the Order by the Contractor, with no liability toward the Contractor.

10. DATA PROTECTION

- 10.1 The Contractor undertakes to comply with prevailing data protection regulations, but at least those as defined in the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG), and to likewise obligate its employees and third parties it engages to comply with them. Upon request, the Buyer shall be provided with proof that such an obligation has been imposed.

- 10.2 If and to the extent that the Contractor is obligated to process personal data on behalf of the Buyer pursuant to the contract (including as part of remote access to personal data in systems of the Buyer, e.g. for the purpose of maintenance), the Contractor shall ensure that the personal data is processed only at the instruction of the controller on the basis of a separate Data Processing Agreement to be concluded between the Parties.

- 10.3 If the Contractor processes personal data outside the EEA or in a country which the EU Commission has decided does not have an adequate level of data protection, or if the Contractor uses subcontractors from such countries who access personal data, the Contractor undertakes to ensure an adequate level of data protection (such as through EU standard contractual clauses or binding company regulations that are recognized by a competent supervisory authority).

- 10.4 The following shall also apply to all data that is not personal or cannot be linked to a particular individual and so does not fall under the scope of the General Data Protection Regulation (GDPR) or is not covered by a Data Processing Agreement between the Parties: The Buyer shall remain or become the owner of the Buyer's data used by the Contractor as part of the respective Delivery Contract or of such data that the Contractor has not received from the Buyer, but generates itself in providing the contractual services on the basis of the data stored, generated or otherwise processed in the cloud systems. The Contractor shall use this data only for the purpose of providing the contractual services and shall not in any way use the data for its own purposes, pass it on to third parties or make it accessible to third parties. The Buyer shall have the right to demand that the Contractor give it access to or surrender the data at any time.

- 10.5 The Parties agree that the Buyer shall be entitled to any sui generis database rights. If the Contractor acquires a sui generis database right, it undertakes to transfer said right to the Buyer as extensively as legally possible.

11. DOCUMENTATION

- 11.1 The Contractor shall provide the Buyer, for no additional payment, with documentation for the products, including applicable product literature, operating and user manuals, instructions and other documentation required to use and operate the products, in the Buyer's national language or, if such documentation is not available in the national language, in English. The Buyer shall be allowed to copy this documentation for internal use within the Brose Group.

- 11.2 The documentation must be designed so that an average user can use the system without further support. The supplied documentation must enable an average IT expert to carry out maintenance.

12. WARRANTY

- 12.1 The Contractor warrants that the Goods comply with the agreed Specifications. The Goods must also be free from defects and legal imperfections in title, and comply with the state of the art, in terms of material, workmanship and software. The Contractor shall ensure that the Goods comply with all applicable laws, other regulations, official requirements and industry standards.
- 12.2 If and to the extent that a quality of the Goods has not been defined in the Specifications, the Goods must be suitable for the contractually intended purpose. If and to the extent that their use has not been defined in the contract, the Goods must be suitable for customary use and have a quality that is usual for similar goods and that the Buyer can expect from goods of this type. The supplied software must also be free from viruses and similar defects.
- 12.3 In addition, the Contractor warrants that the Goods are protected against malfunctions (such as due to viruses or other malware) and have been inspected for the existence of such malfunctions. If the Buyer believes there is reason to assume that the Goods contain viruses, the Contractor shall assist the Buyer in clarifying the matter and shall provide the Buyer with a virus-free copy of the Goods free of charge. Moreover, the Contractor shall ensure that the Goods do not contain undocumented or hidden functions, such as:
- Access installations for maintenance/support purposes
 - Hidden means of aborting regular program execution
 - Unremoved debugging code and accounts (such as a user ID and password).
- 12.4 If the Contractor is responsible for development, it likewise warrants that the development is free from defects.
- 12.5 If the Goods are defective, the Buyer may, at its own discretion, request the Contractor to repair the Goods at the Contractor's expense and risk, or replace them with non-defective Goods. The Goods shall also be deemed to be defective if an average user is not able with the aid of the software documentation to use the Goods or specific functions of the Goods or to deal with problems that occur.
- 12.6 The warranty period for defects and legal imperfections in title shall be twenty-four (24) months from the delivery of the Goods
- 12.7 The Contractor shall assign claims against the manufacturer of the Goods from any guarantees and/or from the warranty to the Buyer at the Buyer's request. The Contractor shall supply the terms and conditions of these guarantees and/or the warranty to the Buyer together with the Goods. The Buyer shall also be entitled to assert such claims directly against the manufacturer or submit them to the manufacturer via the Contractor.
- 12.8 If the Buyer makes changes to the Goods after consultation with the Contractor, these changes shall not affect the existing warranty or guarantee for the Goods.
- 12.9 If there are one or more defects that cause significant uncertainty as to the practical or legal usability of the Goods (such as a significant number of defective Goods), the Buyer can demand that the Contractor replace all the supplied Goods from the respective production series free of charge, irrespective of whether the Goods have already been affected by the defect or not. The same shall apply to Goods installed with software that are infected with viruses or have similar defects.

12.10 Furthermore, the Contractor shall compensate the Buyer for the costs that the Buyer incurs in connection with the supply and sale of defective Goods. The Buyer's rights provided in this section shall apply in addition to all other statutory and/or contractual claims.

13. **THIRD-PARTY RIGHTS**

13.1 The Contractor warrants that the IT Services it provides and the Goods it supplies are free from Property Rights or other third-party rights that prevent or impede their use by the Buyer and that the Contractor is authorized to grant the relevant rights and rights of use in accordance with this section.

13.2 The Contractor shall indemnify the Buyer against all alleged or established claims by third parties, including any authors concerned, that are asserted against the Buyer in relation to the IT Services provided by the Contractor. This shall not apply if the Contractor neither knew nor was able to recognize that third-party rights existed. In connection with any rights of third parties to IT Services, the Contractor undertakes (i) to ensure with particular diligence that claims by third parties that the rights of use to be granted to the Contractor infringe said third party's rights can be defended against, (ii) to document its own procurement activities with the utmost accuracy, (iii) to ensure a secure transfer of rights through contractual arrangements with its employees, (iv) to choose its own suppliers with the utmost care, (v) to investigate any suspicion of a legal imperfection in title intensively without undue delay and to provide the Buyer, in response to the latter's notification that its rights of use are contested by a third party, with this information and its know-how without restriction so as to clarify the matter and repel the alleged claims, (vi) and, where possible, conclude agreements with any suppliers of its own to enable and ensure complete fulfillment of these obligations.

13.3 The Buyer shall notify the Contractor about third-party claims that are brought to its attention and relate to the infringement of rights by the IT Services. If the Buyer provides the Contractor with documentation, the Contractor shall compensate the Buyer for the costs thereof.

13.4 The Contractor shall itself conduct necessary legal disputes and repel third-party claims in its own name and at its own expense. If the Contractor does not do so, the Buyer has the right to repel the claims at its own discretion and to the best of its ability – the Contractor shall compensate the Buyer for all resultant costs. If Property Rights or other rights of third parties are infringed by the IT Services or use of them, the Contractor shall – at its expense and at the choice of the Buyer – obtain the right to use the IT Services for the Buyer (and the other companies in the Brose Group) or enable use of the IT Services such that they are free from Property Rights or other rights of third parties while ensuring that the standard of quality is upheld, in particular that the agreed requirements and qualities are fulfilled. In such a case, the Contractor shall pay for or compensate all costs and extra work involved in connection with modifying, converting, switching over and adapting documentation and with necessary training. This shall not affect the Buyer's right to assert further claims, in particular to demand damages or cancel the contract in accordance with the statutory provisions.

14. **LIABILITY AND INSURANCE**

14.1 The Contractor shall compensate the Buyer for all costs and damage caused by the Contractor in accordance with the statutory provisions and shall indemnify the Buyer against all related legitimate claims in this regard, unless the Contractor is not at fault.

14.2 The Contractor shall obtain appropriate insurance coverage for its obligations under a Delivery Contract (particularly public liability and product liability insurance), as is customary for the industry, from a reputable insurer, and shall maintain this insurance coverage for the duration of the business relationship between the Parties. Upon request, the Contractor shall provide the Buyer with confirmation of the scope of coverage from the insurer.

14.3 If the Contractor's services also include work at the Buyer's business premises, the Contractor shall take all necessary precautionary measures while performing this work to avoid injury to persons and

damage to property. The Contractor shall compensate the Buyer for all costs and damage caused by its work at the business premises and shall indemnify the Buyer against all legitimate claims in this regard, unless the Contractor is not at fault.

14.4 Furthermore, the Contractor shall observe the "Brose Instructions for Outside Companies," which can be downloaded from the Buyer's website at www.brose.com (in the Download Center under "Purchasing") or will be provided by the Buyer upon request.

14.5 The Contractor shall be liable for its representatives, subcontractors and suppliers to the same extent as for its own actions.

15. **COMPLIANCE WITH LAWS AND REGULATIONS, SAFETY, ENVIRONMENTAL PROTECTION, HAZARDOUS SUBSTANCES**

15.1 In the course of fulfilling the Delivery Contract, the Contractor shall comply with all applicable laws, provisions, regulations, ordinances and industry standards.

15.2 **Safety, environmental protection, hazardous substances**

15.2.1 In particular, the IT Service must comply with the applicable product safety, environmental and workplace regulations and provisions.

15.2.2 The Contractor shall comply with the applicable hazardous materials regulations. In particular, the Contractor shall ensure that activities involving hazardous Goods and substances are performed only by personnel who have been specifically trained for such activities, and that only resources, containers and equipment are used that have been approved for transporting such hazardous Goods and substances on public roads. The Contractor shall provide the Buyer with an overview of all hazardous Goods and substances that are used in the course of fulfilling the Delivery Contract. The Contractor shall maintain the corresponding safety data sheets and shall provide the Buyer with copies of these upon request.

15.2.3 The Contractor shall provide the Buyer with appropriate installation, operating and maintenance manuals as well as the applicable material safety data sheets. These documents must contain all of the specific warnings and/or instructions in the Buyer's national language and in English, or in the language specified in the Delivery Contract.

15.3 **Combating of corruption and money laundering, competition and antitrust law**

15.3.1 Furthermore, the Contractor shall be obligated in particular to comply with laws on combating corruption and money laundering, competition and antitrust law, export control laws and tax legislation.

15.3.2 The Contractor has not committed any prohibited acts, directly or indirectly, in connection with the services under this contract and other services provided to Brose and shall not commit such acts in the future. Prohibited acts include promising, offering, granting or requesting or accepting an impermissible advantage or benefit in order to influence actions in an illicit manner.

15.3.3 The Contractor shall endeavor by suitable means to ensure that its employees, representatives, suppliers and all other persons acting on its behalf comply with all applicable laws, in particular the laws specified in Section 15.3.1.

15.3.4 The Contractor pledges that neither it nor its employees has offered or granted, or will offer or grant, payments or other benefits of a material or non-material nature, either directly or indirectly, to other

persons, in particular to public officials or persons who hold similar public functions, with the aim of illicitly influencing business relationships or business decisions on behalf of itself, a third party or Brose.

- 15.3.5 The Buyer reserves the right to conduct compliance audits at the Contractor subject to prior notice, with due consideration to safeguarding trade and business secrets. The Contractor shall provide appropriate documentation for that purpose.
- 15.3.6 The Contractor shall notify the Buyer as soon as it discovers that the conditions of this compliance clause have been infringed. If this clause is infringed, the Buyer shall have the right to cancel or terminate all legal transactions with the Contractor without notice and break off all negotiations.
- 15.3.7 The Contractor shall, at the first time of asking, fully indemnify the Buyer against any damage, losses, withholding of payments, demands and claims of third parties resulting from or in connection with the infringement of this clause and/or termination of the transactions.

15.4 **Compliance with the German Minimum Wage Act**

- 15.4.1 Furthermore, the Contractor declares that it shall comply with the German Minimum Wage Act (MiLoG) in its applicable version and pay its employees compensation at least at the level of the respective statutory minimum wage.
- 15.4.2 The Contractor shall likewise conclude with its subcontractors and providers of leased employees a clause corresponding or similar to Section 15.4.1 and urge them to contractually agree a corresponding or similar clause if they in turn engage other subcontractors or providers of leased employees.
- 15.4.3 The Contractor shall indemnify the Buyer from all claims in connection with Section 13 of the German Minimum Wage Act (MiLoG) as part of the contractual relationship. That shall also apply to any necessary costs incurred by the Buyer as a result of claims asserted by employees or third parties (such as social insurance institutions).

16. **PROJECT MANAGEMENT**

- 16.1 If the IT Services are provided as part of a project, the Parties shall each appoint project managers and, if applicable, technical contact persons.
- 16.2 The Contractor may replace its project manager only with the Buyer's consent. The Buyer must have an objective reason to deny its consent. An objective reason exists in particular if the replacement envisaged by the Contractor does not have the equivalent professional expertise or the Buyer would likely incur more than an inconsiderable amount of work to familiarize the replacement with the work. The Buyer shall be free to replace its project manager if the replacement has the equivalent professional expertise.
- 16.3 The Contractor shall report on the current status of provision of the services in text form every four weeks. The Contractor's project manager shall notify the Buyer's project manager as soon as he/she becomes aware that there is a risk that the agreed costs or time requirements will be exceeded and that there is a risk that the agreed milestones, deadlines and completion dates cannot be adhered to.
- 16.4 The project managers of the Contractor and Buyer shall be entitled to modify agreed technical requirements, milestone dates and milestone requirements, but not other essential parts of the contract, by mutual consent in text form.
- 16.5 As of when the contract has been concluded, the project managers shall hold regular meetings subject to arrangement at the Buyer's place of business or over the phone.

16.6 Even if the Parties work in mixed project teams, that shall not constitute joint operation (of a system, for example).

17. **NON-ASSIGNMENT AND NON-TRANSFER**

The Contractor shall not be entitled to assign claims from the respective Delivery Contract or to transfer its corresponding contractual obligations to third parties without prior written consent from the Buyer. The provisions of Section 354a of the German Commercial Code (HGB) shall remain unaffected.

18. **FORCE MAJEURE**

18.1 If the service owed under a Delivery Contract is delayed or not performed due to an event of force majeure without any fault on the part of the affected Party, such non-performance or delay shall be tolerated for as long as the event persists. In order to be excused from performing due to a force majeure event, the affected Party must provide the other Party with written notice of such delay (including the expected length of the delay) as quickly as possible after the event, but no later than three (3) days thereafter. Force majeure events include natural disasters such as fires, floods, earthquakes, tornadoes or other extreme natural occurrences as well as unrest, war, sabotage, terrorist attacks and other similar unforeseeable and unpreventable occurrences.

18.2 During the period of time in which the Contractor does not provide or is late in providing the service, and for an appropriate period thereafter, the Buyer shall be entitled (i) to purchase replacement Goods from other available sources, which shall reduce the volume of the ordered Goods by the number of Goods thus replaced, and/or (ii) to require the Contractor to deliver replacement Goods from other available sources in the volume and by the deadlines specified by the Buyer, and at the prices established in the Delivery Contract. If the Contractor cannot provide assurance that the delay will not exceed thirty (30) days, or if the delay lasts longer than thirty (30) days, the Buyer can terminate the Delivery Contract without liability toward the Contractor and without any obligations.

19. **CONFIDENTIALITY**

19.1 The Contractor shall keep confidential all information provided by the Buyer, whether verbally or in writing, in connection with negotiation and execution of the respective Delivery Contract (in particular trade and business secrets, such as of a technical, commercial or organizational nature). The Contractor shall only use this information for purposes of the contract. The Contractor shall not provide this information to third parties either directly or indirectly without prior written consent from the Buyer. This shall not apply if the purpose of the contract requires that the information be provided.

19.2 This confidentiality obligation does not apply to information that was provided to the Contractor by a third party in a legally permissible manner and on a non-confidential basis, to information that is freely available to the public through no fault of the Contractor, and to information the Contractor already had. Statutory or official obligations to disclose information shall remain unaffected thereby.

19.3 This confidentiality obligation shall also cover all employees and agents of the Contractor, irrespective of the nature and legal form of the working relationship. The Contractor undertakes to impose corresponding confidentiality obligations on these persons, if that has not already been done. The Contractor shall also take all appropriate precautions to prevent third parties from gaining access to the work results or the information obtained by the Contractor.

19.4 The above obligations in this section shall remain in effect after the contract ends.

20. PROHIBITION OF ADVERTISING

The Contractor cannot advertise or publicize its business relationship with the Buyer, the Buyer's name or the name of the Goods without prior written consent from the Buyer. This shall not apply if a deviation from this prohibition is required due to binding legal provisions.

21. SOCIAL RESPONSIBILITY

The Brose Code of Conduct for Suppliers and Service Providers is incorporated into this Agreement by reference and is integral part of this Agreement (available at www.brose.com in the Purchasing section under Download Center, or from Brose upon request).

22. TERMINATION FOR CAUSE

22.1 Either Party can terminate the respective Delivery Contract without notice if the other Party violates a contractual obligation so seriously that successful execution of the contract is jeopardized.

22.2 The Buyer may also terminate the respective Delivery Contract, or all Delivery Contracts jointly, without notice if the Contractor exceeds a performance deadline by more than two weeks and the Buyer has fulfilled all its duties of cooperation of relevance to the performance deadline in question on time and in full.

22.3 The right of termination in accordance with Section 22.1 and Section 22.2 may be exercised only after the Party that is authorized to terminate the Contract(s) has set, no later than one week after gaining knowledge of the situation permitting termination and accompanied by the threat of termination of the contract(s), a 30-day deadline for the other Party to remedy the situation and that deadline has elapsed without remedy or, if the situation permitting termination no longer persists, has unsuccessfully warned the other Party to desist and no more than six months have elapsed between receipt of the warning and the renewed breach of duty. A deadline for remedy does not need to be set if it is clear from the circumstances that the situation cannot be remedied within 30 days; in addition, Section 314 (2) Sentence 2 in conjunction with Section 323 (2) Nos. 1 and 2 of the German Civil Code (BGB) shall remain unaffected.

22.4 Notice of termination must be received by the other Party within one month after expiration of the deadline for remedy in accordance with Section 22.3 Sentence 1 or after the Party that is authorized to terminate the Contract(s) has gained knowledge of the renewed breach of duty after issuing the warning to desist or, if a deadline for remedy does not need to be set, within one month of gaining knowledge of the situation permitting termination. The one-month period in accordance with Section 22.3 Sentence 1 shall not be extended, nor shall its commencement be postponed, by negotiations between the Parties or other circumstances, such as internal approval processes, offers for amendments or the like.

22.5 The statutory right of either Party to terminate the contract without notice for other good cause shall remain unaffected; in such a case, the above sections shall apply in addition to the statutory regulations.

23. OTHER GENERAL PROVISIONS

23.1 Unless expressly agreed otherwise in individual cases, the conclusion of a Delivery Contract, its validity, interpretation, execution and termination, as well as all of the rights and claims associated with the contract, shall be subject to the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict regulations of respective private international law are hereby expressly excluded.

- 23.2 All disputes shall be finally settled according to the rules of arbitration of the International Chamber of Commerce (ICC), to the exclusion of ordinary legal proceedings, by one or more arbitrators appointed in accordance with the said rules. The Parties can jointly agree upon other rules of arbitration. The language of arbitration shall be German or English, at the discretion of the Buyer. The place of arbitration shall be the location of the Buyer's place of business. The Buyer can instead choose the location of the Contractor's place of business as the place of arbitration.
- 23.3 Waivers of rights through implicit or tacit behavior are excluded. A waiver of rights declared in an individual case shall not have any effect beyond the individual case.
- 23.4 The Contractor shall be allowed to engage subcontractors only with the prior written consent of the Buyer.
- 23.5 The contractual provisions are exclusively subject to these IT GTCP and the respective Delivery Contract. They replace any and all prior agreements concluded between the Parties. Any changes and/or additions to a Delivery Contract require a written or electronic confirmation in order to be valid. The same also applies to any changes to this clause.
- 23.6 If a provision of these contractual terms and conditions or another arrangement between the Parties is or becomes invalid, this shall not affect the other provisions of the contract. The Parties shall be obligated, as far as is reasonable and in good faith, to replace the invalid provision with a valid arrangement of equivalent material and economic effect, provided that does not result in a significant change to the content of the contract.
- 23.7 If there is a conflict between the individual contractual documents, the following sequence shall apply, with the first-named document having precedence:
- 23.7.1 The Delivery Contract;
- 23.7.2 The applicable Specific Part of these IT GTCP;
- 23.7.3 The General Part of these IT GTCP;
- 23.7.4 The Contractor's offer to the extent defined in Section 2.4 Sentence 2 (with the exception of the commercial and legal provisions contained in that offer).
- 23.8 The Contractor shall be obligated to point out to the Buyer, before the respective Delivery Contract is concluded, whether the IT Services are included in the goods specified in export control lists under German, European or US export control law and the national export control law of the country of origin of the IT services. Moreover, the Contractor shall be obligated to notify the Buyer about all changes in connection with the IT Service data of relevance to export control without undue delay. The Contractor shall compensate the Buyer for damage incurred due to violation by the Contractor of its above obligations to inform the Buyer, unless the Contractor is not at fault.

PART B: PURCHASE OF HARDWARE AND SOFTWARE

If the IT Services include the purchase of hardware or software, the following terms and conditions shall additionally apply.

24. DELIVERY AND TRANSFER OF OWNERSHIP, APPLICABLE PROVISIONS

- 24.1 The Contractor shall supply and transfer ownership of the hardware products and software programs defined in the respective Delivery Contract, along with the associated documentation, to the Buyer for the latter's permanent use. The Buyer hereby accepts said transfer of ownership.

24.2 If agreed in the Delivery Contract, the Contractor shall be obligated to install the hardware and put it into operation and/or to install the supplied software.

24.3 The provisions of Sections 433 et seq. of the German Civil Code (BGB) shall apply in addition to the following arrangements.

25. **HARDWARE REQUIREMENTS**

25.1 The Contractor shall ensure that the provided hardware fulfills the interface requirements of the Buyer's IT communicated to the Contractor and shall endeavor to make sure that the Buyer notifies it of the required interface standards.

25.2 The Contractor shall provide new devices, unless expressly agreed otherwise in writing.

25.3 If specific software is contained in the supplied hardware (embedded software), the following arrangements shall apply to the software.

26. **RIGHTS TO USE THE SOFTWARE**

26.1 The provisions of the respective Delivery Contract shall apply to the arrangements for supplying the software (data carrier, download, etc.). The software shall be supplied in full and ready for use with the agreed functionality, the documentation and all other documents required for it to be used. Test and trial operation shall be conducted to inspect the completeness of the software and its functions in accordance with the Delivery Contract and supplied documentation. The Contractor shall support the Buyer in that. If significant defects are revealed during test and trial operation, the Contractor shall supply another software that is free of defects or, at the Buyer's request, rectify the defects in the software. If no significant defects arise, the Buyer shall confirm acceptance of the software. The risk as regards price and performance shall pass to the Buyer when it issues said confirmation.

26.2 Unless otherwise agreed in an individual contract, the Contractor shall grant the Buyer – no later than when the software is handed over – a non-exclusive right to use the software without restriction as to time, place and contents extending to all known and unknown manners of use, including the right to copy it permanently or temporarily, in full or part, for use of it in compliance with the contract, as well as the right to modify the software, in particular in order to enable interoperability with other systems and programs.

26.3 The Buyer can pass on and transfer the rights granted to it to companies in the Brose Group. This shall also apply to the transfer or granting of rights of use to service providers of the Brose Group (such as outsourcing service providers or data centers operated by third parties) if these rights of use help said service providers fulfill their contractual obligations toward the Brose Group.

26.4 The Buyer shall be entitled to acquire additional licenses for the software at the same prices as defined in the already concluded Delivery Contract.

26.5 At any time upon request and at no extra charge, the Contractor shall be obligated to provide the Buyer with all information about software interfaces the Buyer requires to implement the software.

26.6 The Buyer shall not be obligated to accept or install patches, updates, upgrades, new versions of the Goods or the like.

26.7 All work results, in whatever form, created during or in connection with use of the software supplied by the Contractor shall be the property of the Buyer. Work results shall denote here all data or documents created as part of use of the software. The Buyer shall be entitled to all current and future rights to use

and exploit them. The Contractor shall not be entitled to use these work results above and beyond the extent required to fulfill the Delivery Contract.

- 26.8 The Buyer shall be entitled to make and use copies of the supplied software to the necessary extent for backup and archiving purposes. If the software is provided in the form of a download, the Buyer shall be entitled to copy that software to data carriers. The scope of the rights shall then be same as if the software were acquired on a data carrier.
- 26.9 The Contractor shall not demand that the Buyer accept special licensing terms of the Contractor (such as an End User License Agreement (EULA)) as part of installation or use of the software. In the event of contravention by the Contractor, such special licensing terms shall have no legal effect between the Parties; only the rights of use in accordance with these contractual terms and conditions shall apply.

27. **TERMS OF THIRD-PARTY VENDORS**

If special licensing terms of third-party vendors (such as an EULA) apply in connection with the software and must be heeded by the Buyer in using the software, the Buyer must be provided with them in full, in printed or printable form, along with the Contractor's offer. If these licensing terms are not supplied, only the rights of use in accordance with these contractual terms and conditions shall apply. If the Buyer cannot use the software without consenting to licensing terms of a third-party vendor, that shall be deemed to be a legal imperfection in title and the Buyer shall have warranty claims in this regard.

28. **OPEN SOURCE**

- 28.1 In principle, the Buyer supports the use of open source software. Among other things, it permits more efficient and lower-cost development, promotes and simplifies interoperability, and may potentially offer a higher standard of security. The Parties are aware of the potential economic advantages of using open source software; at the same time, the Buyer must be protected against the specific licensing risks associated with open source software.
- 28.2 The term "open source software" denotes any software that is licensed without license fees (i.e. demanding license fees be paid for the use of license rights is prohibited, although assumption of the costs incurred by the licensor is permitted) and is subject to a license or other contractual provision ("open licensing terms") that contains – as the condition for modifying and/or disseminating such software and/or any other software connected to it, derived from it and sold together with it ("derivative software") – at least one of the following requirements:

a) the source code of such software and/or any derivative software is made freely available to third parties; and/or

b) third parties are permitted to create products derived from such software and/or any derivative software.

Open licensing terms include, inter alia and only by way of example, the following licenses or distribution models: The GNU GENERAL PUBLIC LICENSE (GPL) and the GNU LESSER GENERAL PUBLIC LICENSE (LGPL).

If the software contains open source software, the Contractor shall include a precise designation of the open source software in the service description, present the corresponding licensing terms and terms and conditions of use, and inform the Buyer of the reasons for and advantages of using the open source software in the specific case. At most, open source software may be used in providing the contractual services only subject to the Buyer's express prior written consent.

28.3 The Contractor also pledges that:

- a) the said open source software approved by the Buyer for use in the individual case is the only software falling under the above definition of open source software that is contained in the software to be supplied,
- b) all license obligations relating to the above open source software have been met in full by the Contractor,
- c) the Contractor shall provide the Buyer with all relevant license texts and all the necessary source codes and build scripts for each version of the open source software supplied to the Buyer in order to enable the Buyer and the other companies in the Brose Group to create an executable version of such open source software.

28.4 If this clause is infringed, the Contractor shall indemnify the Buyer against all claims, damage, losses and costs and shall assume responsibility for defending against all claims incurred by the Buyer due to violation of this clause, unless the Contractor is not at fault. This obligation to indemnify the Buyer shall also apply to all associated companies as regards claims asserted against them and damage, losses and costs incurred by them. The Contractor shall also bear the costs of legal defense if a claim is alleged.

28.5 If the Contractor supplies software containing open source software without the prior consent of the Buyer or the Buyer has given its consent on the basis of incomplete or inaccurate information provided to it, the Buyer shall be entitled, at its choice, to cancel the contract or demand that the Contractor replace the open source software by equivalent proprietary software.

PART C: LEASE OF HARDWARE AND SOFTWARE

If the IT Services include the lease of hardware or software, the following terms and conditions shall additionally apply.

29. HARDWARE

29.1 The Contractor shall ensure that the leased hardware fulfills the interface requirements of the Buyer's IT communicated to the Contractor and shall endeavor to make sure that the Buyer notifies it of the required interface standards.

29.2 The Contractor shall provide new devices, unless expressly agreed otherwise in writing.

30. SOFTWARE

30.1 The Contractor shall provide the Buyer with a copy of the software in digital form on a suitable data carrier or give the Buyer access to the platform that enables the software to be used. If agreed in the Delivery Contract, the Contractor shall be obligated to install the supplied software.

30.2 The owed qualities of the software and, if applicable, the availability of the software (e.g. in the case of software as a service) shall be as defined by the provisions of these IT GTCP and in the respective Delivery Contract.

30.3 When the Delivery Contract is concluded, the Buyer obtains the non-exclusive right to use the software for a period of time limited to the term of the respective Delivery Contract. With the exception of the limited period of time for the rights of use, the provisions of Section 26 (Rights to use the software), Section 27 (Terms of third-party vendors) and Section 28 (Open source software) in these IT GTCP shall apply analogously.

30.4 If software as a service or similar cloud solutions are used, the Contractor shall be obligated to back up the Buyer's data regularly.

31. **WARRANTY**

31.1 The Contractor's warranty obligations shall be as defined by the prevailing statutory provisions and the following arrangements. The Contractor shall be obligated to rectify defective services. If the Parties have concluded a separate Service Level Agreement, it shall have precedence.

31.2 The Buyer shall notify the Contractor about defects in the IT Services as soon as they are discovered in the ordinary course of business. Section 536b and Section 536c (1) Sentence 1 of the German Civil Code (BGB) shall not apply.

31.3 If the Contractor is in delay in rectifying a defect or rectification of it fails, the Buyer shall be entitled to rectify the defect itself and demand compensation for the necessary expenses for that. The Buyer can terminate the contract for cause if the defective service, or unsuccessful rectification of a defect despite a reasonable period of grace having been set, significantly impairs use of the IT Services.

31.4 If the Contractor does not rectify a reported defect in the agreed time (if a time to rectify it has not been defined: within a reasonable time) and the usability of the IT Services is reduced as a result, the Buyer shall only pay a suitably reduced lease rate for that period of time. If the defect means that the IT Services cannot be used expediently, the Buyer shall be discharged from its obligation to pay the agreed remuneration for that period of time. This shall apply mutatis mutandis if use of the IT Services as envisaged under the contract is impaired by third-party rights.

32. **TERM, TERMINATION AND APPLICABLE PROVISIONS**

32.1 The Parties shall define the term of the contract in the Delivery Contract. The respective lease contract can be terminated by the Buyer at any time with a period of notice of six (6) weeks to the end of a calendar quarter.

32.2 The Buyer has the right to continue using the IT Services at the same terms and on a monthly basis after the contract ends.

32.3 When the agreed term ends or the lease contract has been terminated, the Buyer has the right to purchase the IT Services, with the remuneration paid up to then being offset against the price.

32.4 When the Delivery Contract ends, the Contractor shall be obligated to return all the data it has received from the Buyer or to delete it at the express request of the Buyer. The Buyer must be provided with proof that the data has been deleted. The Buyer shall be entitled to examine that the data has been deleted.

32.5 The provisions of Sections 535 et seq. of the German Civil Code (BGB) shall apply in addition to the above arrangements.

PART D: SOFTWARE CREATION

If the IT Services include the creation or adaptation of software, the following terms and conditions shall additionally apply.

33. DEVELOPMENT

- 33.1 The details relating to software development shall be governed by the provisions agreed in the respective Delivery Contract.
- 33.2 The Contractor shall develop cost-effective software that is expedient for the Buyer's requirements and respective application area and fully implements the Buyer's requirements. A cardinal contractual obligation in the eyes of the Buyer in this regard is that the Contractor creates the software's overall functionality agreed in the Delivery Contract as a complete work and collaborates to the necessary extent in making it ready for operation.
- 33.3 The Contractor shall also supply user documentation and development documentation for the software it develops. The documentation shall be created such that the Buyer or a third party can rectify errors, develop the software further and maintain it, if required.
- 33.4 If agreed in the Delivery Contract, the Contractor shall also transfer legacy data from the existing system software and perform other migration services.
- 33.5 The Contractor shall hand over the software (including the object and source codes) and all other work results (as defined in the following) to the Buyer by the agreed completion dates.
- 33.6 The provisions of Sections 631 et seq. of the German Civil Code (BGB) shall apply in addition to the following arrangements.

34. RIGHTS TO THE SOFTWARE AND FURTHER PROVISIONS

- 34.1 The Buyer shall be solely entitled to all rights to the work results created by the Contractor as part of execution of the order on behalf of the Buyer. The Contractor hereby assigns all rights to all work results to the Buyer irrevocably, exclusively, without restriction, without any further condition and for no additional payment. The Buyer shall have the exclusive right, which can be assigned solely by the Buyer, to use and exploit the work results without restriction as to time, place and contents for no additional payment.
- 34.2 If the work results are inventions, the Buyer shall be exclusively authorized – at its sole discretion – to apply for Property Rights to them in its name. The Contractor shall assist the Buyer in that in every manner. The Buyer alone shall bear the costs of applying for, obtaining, maintaining and defending such Property Rights. The Contractor shall report such inventions to the Buyer in writing without undue delay. The Contractor shall be obligated to fulfill all existing obligations toward its employees in accordance with the provisions of the German Employee Inventions Act (ArbnErfG) so as to enable the rights to inventions to be assigned to the Buyer.
- 34.3 If the work results, including created plans, documents, data and software programs, are protected by copyright, the Buyer shall have the exclusive right (also vis-à-vis the Contractor or author), which can be assigned solely by the Buyer, without restriction as to time, place and contents and for no additional payment, to use the work results as desired in all known and unknown manners, whether in modified or unmodified form, and – at its sole discretion – to grant third parties such rights to use them in any manner (in particular to publish, reproduce, process, complete or modify them, make them publicly available or play them back or to have them published, reproduced, processed, completed, modified, made publicly available or played back). In particular, the Buyer shall acquire, for no additional payment, the exclusive and unrestricted right to use and exploit the work results in all media, including electronic media, the Internet and online media, and on all audio and visual media and data carriers.
- 34.4 All embodiments of the work results, including created plans, documents, documentation, user guides, code and data carriers, shall automatically become the sole property of the Buyer when they are

created, without any further condition and for no additional payment, can be expanded, transferred, revised, adapted, modified, reproduced or published by the Buyer without the Contractor's consent and shall be handed over to the Buyer without request no later than when the activities under the respective Delivery Contract have been completed.

- 34.5 If the Contractor acquires third-party rights, the Contractor shall ensure that it acquires said rights to the commensurate extent to enable the above assignment of rights and granting of rights of use. The Contractor shall also ensure that in relation to its employees, legal representatives and other parties involved.
- 34.6 If Property Rights created at the Contractor before this contract comes into effect are required to enable use and exploitation of the work results, the Buyer shall be given the assignable right to use them free of charge. The Contractor shall name such Property Rights to the Buyer in writing without undue delay.
- 34.7 The provisions of Section 28 (Open source software) of these IT GTCP shall apply analogously.

35. **ACCEPTANCE**

The following arrangements shall apply to acceptance of software developed under these provisions and if the Parties agree acceptance testing for other services:

- 35.1 Acceptance shall always be documented in writing. Implicit or tacit acts, such as use of the IT Services, shall not constitute acceptance; the Buyer must always expressly declare acceptance.
- 35.2 Before the contractual service is handed over to the Buyer, the Contractor shall inspect it itself to ascertain whether it is complete and meets the contractual requirements.
- 35.3 After the Contractor has declared that the IT Service is ready for acceptance and handed over all the documentation belonging to the service, the Buyer shall have at least two weeks' time to examine whether the work services provided by the Contractor comply with the contract ("test"). Unless otherwise specified in the Delivery Contract, the following error classes shall apply:
- Class 1: The IT Service does not work at all or there are defects that render a complete test impossible or inexpedient.
 - Class 2: Most main and secondary functions work. At least one main function works only with significant restrictions or workarounds. The major part of the service works and can be tested expediently.
 - Class 3: All the main functions work. Individual main and secondary functions work with only insignificant restrictions or workarounds. The IT Service as a whole can be tested in full and expediently.
 - Class 4: All the main functions work. Individual main and secondary functions can be tested with insignificant restrictions or workarounds.
- 35.4 Defects that occur during the test shall be recorded in writing and rectified by the Contractor immediately. If that necessitates changes to the documentation, those changes shall be incorporated directly. The Contractor shall provide a copy of the updated version without undue delay.
- 35.5 If the contractual service is complete, complies with the contract and has at most insignificant defects, the Buyer shall be obligated to accept it. The Buyer can refuse to accept it if a class 1 and/or class 2 defect or multiple class 3 defects are discovered.

- 35.6 The Buyer shall declare its acceptance in writing if it is obligated to accept the service. The risk of accidental impairment shall pass to the Buyer when it declares its acceptance.
- 35.7 If the service has significant defects, the Buyer can nevertheless accept it. The defects shall be specified in the acceptance record and rectified by the Contractor immediately.
- 35.8 If the Buyer refuses acceptance for legitimate reasons, it shall notify the Contractor of those reasons in writing. The Contractor shall carry out all the necessary changes immediately and submit the modified work for testing again. The Buyer may already use the work in the meantime despite the fact that it is not able to be accepted. The Buyer shall be obligated to conduct renewed acceptance only when the Contractor has proven that the defects that prevented acceptance have been rectified.
- 35.9 If the Buyer again refuses acceptance for legitimate reasons, the procedure shall be as defined in Section 35.8 above.
- 35.10 If the Buyer also refuses acceptance for legitimate reasons after the second attempt at rectification, the Buyer can – at its own choice – declare acceptance provided that the claim for remuneration is reduced or can cancel the contract. Further rights of the Buyer shall remain unaffected.
- 35.11 Partial acceptance shall be excluded. Approval to or confirmation of services or parts of the service, concepts or Specifications shall not constitute acceptance.
- 35.12 The period of limitation for warranty claims shall commence as of the date of acceptance. The date of acceptance shall be the day on which the Buyer declares acceptance in writing. If significant defects are listed in the acceptance record, the date of acceptance shall be the day on which the Contractor has rectified the final significant defect.

36. **CHANGES TO SERVICES AND TERMINATION**

- 36.1 The Buyer shall be entitled at any time to demand reasonable changes to services – in writing or text form – subject to the following provisions.
- 36.2 Within 2 weeks of being requested, the Contractor shall notify the Buyer whether the change is possible and shall submit an offer for it in text form on the basis of the agreed remuneration. This offer must include not only the changes to the level of remuneration, the service and the duties of cooperation, but also the impact on schedules. If an offer cannot be drawn up within 5 business days due to the complexity or scope of the change request, the Contractor shall report that to the Buyer immediately and the Parties shall agree on a reasonable period of time.
- 36.3 Changes within the meaning of this section shall be specified in a change record and shall be binding only after they have been accepted by the Buyer. The change agreement shall be attached as an annex to the respective order.
- 36.4 If the Contractor does not submit a reasonable change proposal on time or if agreement on the change to the services cannot be reached, the Buyer shall have the right to terminate the contract for cause. In such a case, all the services provided up to that time shall be paid for, with the upper limit for the remuneration being the fixed price defined in the Delivery Contract.
- 36.5 The Buyer shall also have the right, as far as is reasonable, to reduce the services under the order by up to 20% of the order value and to reduce the remuneration accordingly, without the Contractor charging the Buyer other costs for that or for the loss of prospective profits.
- 36.6 The Contractor shall be entitled to make changes to services only with the Buyer's written consent.

- 36.7 The Buyer shall also be entitled to terminate the Delivery Contract at any time. In such a case, the Buyer shall be obligated to pay for the costs incurred by the Contractor up to the time of termination on a pro-rata basis. The above provisions relating to the assignment of rights and granting of rights of use shall apply to the work results created up to that time.

PART E: SOFTWARE MAINTENANCE

If the IT Services include the maintenance of standard software or customized software (irrespective of whether the software has been purchased/leased or created by the Contractor), the following terms and conditions shall additionally apply.

37. OBLIGATIONS

- 37.1 The Contractor shall be obligated to provide the following maintenance services agreed in these IT GTCP and in the respective Delivery Contract.
- 37.2 Software maintenance shall include in particular all updates and all new releases for the standard software. The maintenance obligations agreed in the respective Delivery Contract shall apply to customized software created for the Buyer. The original arrangements relating to the software that were agreed between the Parties shall apply to the rights to use such updates and new releases and to the Buyer's warranty rights.
- 37.3 After an upgrade or a new version is published, the maintenance services shall also be continued for the old version of the software. The Buyer shall not be obligated to install upgrades or new versions of the software. Software maintenance support for older versions of the software shall be provided by the Contractor for a period of at least two years as of when the latest version of the software became available. If the Buyer cannot be reasonably expected to adopt and use the latest version, in particular due to the costs or other risks related to switching to the latest version (such as system instability), the Buyer can demand that maintenance of the version it uses be continued, albeit at most for two further years after the period of time specified in the preceding sentence. The Contractor shall maintain an older version and the latest version simultaneously for a transitional phase of at least three months. The Buyer shall be entitled to use the versions simultaneously in parallel in this transitional phase.
- 37.4 The Contractor shall plan maintenance services so that the Buyer's use of the software is not impeded. If maintenance services during the regular times at which the software is operated are unavoidable, the Contractor shall notify the Buyer of the reasons for and cause of that and – at least two weeks before the services are to be performed – agree a maintenance window with the Buyer so as to minimize impediments to the Buyer. If it is foreseeable that maintenance services have to be carried out more frequently during the times at which the software is operated, the Parties shall agree on schedules for that.
- 37.5 The Contractor undertakes when providing the contractual services as part of everyday operations that any software and the services in accordance with the respective Delivery Contract can also be used by employees of any outsourcing service providers acting on behalf and in the name of the Buyer (or its associated companies and group companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG)) in the same way as they are used by the Buyer's own employees (or by employees of its associated companies and group companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG)). This means that the Contractor shall assist and cooperate with the outsourcing service provider in the same way as would be customary and owed when the contractual services are used by the Buyer (or its associated companies and group companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG)).

38. DEFAULT IN PERFORMANCE

- 38.1 If an owed maintenance service is not provided in accordance with the contract and the Contractor is at fault, the Contractor shall be obligated at the Buyer's request to perform the service in accordance with the contract within a reasonable period of time at no extra cost to the Buyer. If the Contractor is in delay in providing the maintenance service or it is not provided successfully, the Buyer can rectify the defect itself or have it rectified by a third party and demand compensation for the necessary costs of that.
- 38.2 If the Contractor does not rectify a reported problem in the agreed time (otherwise: within a reasonable time) and the usability of the software is reduced as a result, the Buyer shall pay a suitably reduced remuneration for maintenance and support services. If the problem means that the software cannot be used expediently, the Buyer shall be discharged fully from its obligation to pay the remuneration for that period of time.
- 38.3 If significant parts of the service can still not be provided in accordance with the contract for reasons for which the Contractor is responsible within a reasonable period of grace set by the Buyer, the Buyer shall be entitled to terminate the contract without notice.
- 38.4 If the Contractor commits a breach of duty in providing a service, the statutory assumption shall apply, namely that the Contractor is responsible for the breach of duty, unless the Contractor proves that it is not responsible for it.
- 38.5 Any maintenance and support services of the Contractor shall not affect the warranty rights to which the Buyer is entitled pursuant to sale, leasing or creation of the software.

39. **TERM AND TERMINATION**

- 39.1 If the Delivery Contract has a fixed term, the contract shall end when that term expires without the need for any notice of termination. The contract shall be extended tacitly only if that has been expressly agreed.
- 39.2 If a fixed term has not been agreed in the Delivery Contract, the contract shall run for an indefinite period of time and can be terminated at any time (i) by the Buyer with a period of notice of 1 month to the end of a month and (ii) by the Contractor within the statutory periods of notice, but at least with a period of notice of 3 months to the end of a calendar year.

PART F: CONSULTING SERVICES

If the IT Services include consulting services in the field of information technology, the following terms and conditions shall additionally apply.

40. **SCOPE**

- 40.1 The details on the scope of the consulting services shall be governed by the provisions agreed in the respective Delivery Contract. The consulting services may include in particular: the provision of specialized know-how, project planning and project preparation, support in creating requirements analyses and feasibility studies, support in creating Specifications, accompanying monitoring of projects, consulting on requirements under statutory regulations (such as concepts for retention and erasure of data under the GDPR).
- 40.2 In principle, the Contractor shall not be entitled to act as the Buyer's representative toward third parties, in particular to conduct negotiations or issue declarations of intent for and against the Buyer. Exceptions shall require the Buyer's prior written consent.

- 40.3 The Contractor shall provide the consulting services with the utmost diligence and conscientiousness in compliance with the proven state of the art. Subject to agreement and if expedient in the individual case, the Contractor shall take into account general procedural descriptions and industry standards (such as ITIL and DIN) and, if applicable, specific stipulations, methods and practices of the Buyer.
- 40.4 Section 38 (Default in performance) and Section 39 (Term and termination) shall apply analogously.