
Salzgitter Mannesmann Handel GmbH - General Terms and Conditions of Purchase for Services in the Field of Information Technology (GTC IT)

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A. General Part

1. Scope

- (1) These General Terms and Conditions of Purchase for Services in the Field of Information Technology ("GTC IT") shall apply to contracts between the user (Salzgitter Mannesmann Handel GmbH, hereinafter "Client") and their contractual partner (Contractor, hereinafter "Contractor") (both also being referred to individually as a "Contracting Party" or "Party" and together as the "Contracting Parties" or "Parties") for the procurement of goods and services in the field of information technology ("IT Services").
- (2) The GTC IT shall only apply in the event that the Contractor is an entrepreneur (Section 14 of the German Civil Code, Bürgerliches Gesetzbuch or BGB), a legal entity under public law or a special fund under public law.
- (3) These GTC IT shall apply exclusively. Deviating, contrary or supplementary General Terms and Conditions of the Contractor shall only become a component of the contract if and to the extent that the Client has expressly agreed to their applicability in writing. This shall also apply if the Client, being aware of the Contractor's General Terms and Conditions, accepts the service without reservation.

2. Structure of the GTC IT, order of precedence

- (1) These GTC IT contain
 - *general provisions that apply to all IT services (Part A – General Part),*

and regulations for special IT services which are applicable

- *to the purchase of hardware (Part B – Purchase of Hardware),*
- *to the purchase of software (Part C – Purchase of Software),*
- *to hardware or software rental (Part D – Rental of Hardware or Software),*
- *to maintenance services for software and maintenance services for hardware (Part E – Care and Maintenance),*
- *to the creation of custom software (Part F – Development of Individual Software),*

- *to the provision of services by individual freelancers (Part G – IT Services by Freelancers),*
- *to IT services provided under service contracts (Part H – IT Services in Service Contracts) and*
- *for services under IT project contracts (Part I – IT project contracts).*

- (2) The respective provisions for special IT services (Part B to I) supplement the provisions of the general clauses in Part A and shall apply in each case if the special IT service is agreed or relevant in the individual case.

3. Offers

All offers by the Contractor are free of charge and non-binding for the Client.

4. Performance obligations of the Parties and ancillary obligations of the Contractor

- (1) The specific performance shall be determined separately by the Parties in the contract. It shall in particular be determined on the basis of the Client's order and all other documents relevant to performance ("Contract").
- (2) The Contractor shall perform all services properly and in accordance with the current state of the art. This includes, in particular, the use of methods, process models and comparable standards that are recognized in the market (e.g. ITIL, relevant ISO standards).
- (3) The Contractor shall always be obliged to draw up and hand over documentation that conforms to standards and accurately reflects the actual state of execution.
- (4) All documents, including all documentation, shall be drafted in German, unless otherwise is agreed in the individual contract.
- (5) At the Client's request, the Contractor shall grant access to all their documents and records that are relevant to the contract and related to its performance, provided that this is necessary to assess proper performance of the contract by the Contractor. This shall not apply to internal calculations, internal audits and information that exclusively pertains to other customers of the Contractor.

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- (6) Measurements and drawing checks with regard to conformity with existing systems, system components, IT solutions, facilities and buildings that are required for design specifications and for installation, implementation, commissioning and assembly in order to fulfil the contract shall be carried out by the Contractor themselves and on their own responsibility in consultation with the Client.
 - (7) Any resources and work equipment provided by the Client, such as offices, office materials and laptops, may only be used for the performance of the contract and shall be returned promptly and undamaged. Excessive wear and tear beyond contractual use, damage, loss and restoration shall be charged to the Contractor.
 - (8) All items brought by the Contractor onto the work site or onto the Client's premises for the purpose of contract performance shall be subject to inspection and must be marked by the Contractor with their name or company logo in advance and in a suitable manner. A written list of these items shall be presented to and deposited with plant security for signature upon delivery to and removal from the plant premises.
 - (9) The Contractor shall notify the Client immediately of any transfer of the contract by operation of law and of any change in their company, legal form or registered office.

5. Place of Performance /Place of Fulfillment

- (1) The place of performance and place of fulfillment is the seat of the Client.
- (2) In the case of remote services, the place of performance may also be at the Contractor's registered office by agreement between the Client and the Contractor, but the place of fulfillment shall always remain at the Client's seat.

6. Terms

- (1) Contractually agreed delivery, acceptance or overall completion dates, as well as other deadlines or time limits, in particular if these are designated as "contract deadlines" or "contract time limits", shall be binding.

- (2) If circumstances occur at the Contractor's which have or may have a detrimental effect on deadlines and time limits, the Contractor shall promptly notify the Client of these circumstances so that, if necessary, measures can be taken by the Client to minimise damage.
- (3) Any contractual penalties shall be agreed by the parties in the individual contract.

7. Pricing and payment terms

- (1) Prices are fixed and include all incidental costs, in particular travel and accommodation costs.
- (2) All prices are subject to applicable VAT.
- (3) Amounts due shall be invoiced by the Contractor.
- (4) The invoice shall in each case contain a detailed overview of services and costs, broken down according to the specific content of the relevant IT service.
- (5) Furthermore, the invoice shall be accompanied by relevant evidence of the Contractor's contractual performance of services that is recognised by the Client, in particular delivery notes, acceptance declarations or countersigned time sheets.
- (6) Invoices shall be payable within thirty (30) calendar days after receipt of the invoice.
- (7) If the Client makes down payments, payments on account or advance payments, the Client shall be entitled to demand a corresponding guarantee or another form of security at any time.

8. Limitation of liability for defects

The limitation period for defects as to quality and title shall be three (3) years; if the statutory limitation period for defects is longer, the longer limitation period shall apply instead. In the case of contractual services requiring acceptance, the limitation period shall commence upon acceptance; in the case of contractual services requiring handover, the limitation period shall commence upon confirmation of handover by the Client; otherwise, the limitation period shall commence in accordance with the statutory provisions.

9. Use of subcontractors

- (1) The Contractor must perform the IT Services themselves.
- (2) The Contractor may involve third parties as subcontractors in the performance of services only with the Client's prior express agreement at least in textual form. The Client may only refuse to agree to the use of subcontractors on the grounds of an important reason, which the Client must explain.
- (3) The Contractor shall ensure that the third parties involved have at least the same professional standing as the Contractor's employees.
- (4) The Contractor shall remain responsible for the compliance with agreements on the part of the third parties that they have engaged, even after approval by the Client.

10. Packaging and waste

- (1) Packaging materials shall remain the property of the Contractor.
- (2) The relevant legal provisions regarding packaging and waste shall apply. In addition, the proper disposal of packaging materials and waste shall be the Contractor's responsibility and shall be carried out at their expense.
- (3) Old facility and system components, replaced parts, plant and electrical scrap shall remain the property of the Client.

11. Liability

The Parties' general liability shall be calculated in accordance with statutory provisions.

12. Right to audit

- (1) The Client is subject to various mandatory requirements of information security and shall ensure, for reasons of information security, that compliance with the existing requirements for information security is also ensured by the Contractor and that the Contractor's IT systems correspond to the current state of the art. The Client shall carry out evaluations of the Contractor with regard to information security in individual cases. Part of these evaluations may also be questionnaires on information security based on existing checklists, which depend on the type of procurement and are to be completed by the Contractor.

- (2) In order to verify the information provided by the Contractor and to ensure the requirements of information security, the Client or / and a third party commissioned shall be entitled to enter the Contractor's business premises once a year, after giving at least two (2) weeks' prior written notice, in order to verify compliance with information security measures and provisions relating to the performance of the contract and the information provided in the questionnaires. The Contractor shall grant the Client or third parties commissioned by the Client the rights of entry, access, information and inspection required for this purpose. The Client shall exercise these rights exclusively to the extent required and shall not cause any restrictions of the Contractor's operations beyond the usual extent. The Contractor shall be entitled, in coordination with the Client, to prove compliance with the information security measures by means of suitable certificates or current test reports.

- (3) A questionnaire provided to the Contractor shall be completed and returned to the Client prior to conclusion of the contract. The Contractor shall fill in the provided questionnaire for information security completely and correctly. In the event of questions or ambiguities, the Client is to be contacted. If the Contractor is commissioned, the questionnaire completed by the Contractor shall become the subject matter of the contract for the commissioned service.

- (4) The complete and correct completion of the questionnaire by the Contractor as well as the compliance with the information and specifications during the term of the contract constitutes a contractual obligation of the Contractor. If the Client discovers that the Contractor has provided incomplete and/or incorrect information to the Client, or if the Client discovers that the Contractor has not complied with the information and specifications within the scope of the order, the Client shall be entitled to terminate the contract with one (1) month's notice to the end of the month. In the case of termination, only the services rendered by the Contractor up to that point shall be remunerated and surrendered. The right to extraordinary termination for good cause shall remain unaffected.

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- (5) During the term of the contract, the Contractor shall furthermore be obligated to notify the Client immediately by e-mail to iSec@szmh-group.com of any incident under information law (in particular a so-called cyber attack) at the Contractor which affects the Contractor's performance for the Client and/or represents or may represent an immediate danger to the Client's systems.

13. Insurance

- (1) (1) The Contractor shall take out a customary business liability insurance policy that appropriately covers the risks of service provision, including damage to property being worked upon and processing damages, with a minimum coverage of EUR 5 million for property damage and personal injury, with twice the maximum amount per year, as well as cover for financial loss from telecommunications or IT services of EUR 5 million; the Contractor shall maintain this policy for the entire term of the contract. At the Client's request, the existence and scope of the insurance cover shall be proven by submitting a certificate from the insurer.
- (2) The insurance cover shall be extended, where necessary, to include cover for borrowed and rented items
- (3) In addition to loss of data, non-availability and damage to data, in particular damage due to defective software or defective implementation of the software, as well as products defectively manufactured as a result thereof, must also be insured within the scope of pecuniary loss cover.

14. Confidentiality, return of data

- (1) "Confidential Information" shall mean all information and data of the Client and their affiliated companies pursuant to Section 15 of the German Stock Corporation Act (Aktiengesetz or AktG) made available to the Contractor by the Client, regardless of whether such information and data are expressly designated as "confidential". In particular, this includes all financial, technical, economic and legal information, as well as information regarding taxes, the business activity, the employees or the management. It is irrelevant whether and on which medium the information is stored. Oral information, in particular, is also included.

- (2) The Contractor undertakes to keep all Confidential Information secret, to protect it from unauthorised access, to use it only for the purposes of the cooperation with the Client and not to pass it on to third parties without the Client's prior written consent. This obligation does not apply to information that:
- *is already in the public domain at the time it is received,*
 - *was already known to the Contractor at the time it was received or is subsequently independently developed or discovered by the Contractor independently of the contract or is made accessible without restriction by third parties without a breach of confidentiality obligations,*
 - *has become public knowledge by means other than a breach of the confidentiality agreement,*
 - *is to be disclosed following express consent in writing by the Client,*
 - *the Contractor is legally obliged to disclose.*
- (3) The Contractor undertakes to treat Confidential Information confidentially for an unlimited period of time.
- (4) The obligation to confidentiality extends to all employees of the Contractor. The Contractor shall disclose the Confidential Information only to those employees who require it within the scope of the performance of the contract ("need-to-know principle"). The Contractor undertakes to inform the aforementioned group of individuals of the confidentiality obligation and to impose corresponding confidentiality obligations on them.
- (5) After termination of the cooperation, all information and data received, insofar as they are not subject to statutory retention obligations, including all copies, shall be deleted or returned to the Client. Reconstruction of the information and data must be excluded. The completeness of the return or the irreversible deletion shall upon request be confirmed in writing to the Client.
- (6) The confidentiality obligations shall apply accordingly to the Client with regard to the Contractor's offer documents as well as further information of the Contractor disclosed to the Client in this context.

15. Data Protection

- (1) Compliance with the provisions of data protection law is particularly important to the Client. Any processing of personal data by the Parties shall therefore strictly comply with the provisions of data protection law, in particular the General Data Protection Regulation (GDPR).
- (2) If the Contractor is able to access the Client's personal data in the course of service performance, the Contractor shall inform the Client of this without delay. If necessary, the Parties shall conclude a processing agreement in accordance with Art. 28 GDPR.

16. Information Security

- (1) All persons involved at the Supplier and its supply chain who handle and process confidential information from the Customer must be obliged to maintain confidentiality.
- (2) All employees of the Supplier shall undergo regular training on information security.
- (3) Incident management and precautions for information security emergencies are in place. The Supplier shall inform AG immediately of any security incident that could affect the security of AG.
- (4) Both parties, Supplier and Customer, agree that respective contact persons exist in the area of information security and cooperate if necessary.
- (5) The Supplier shall grant the Customer the right to conduct on-site and digital audits to verify compliance with this agreement.
- (6) The supplier shall ensure that company assets of the client are returned undamaged before the end of the cooperation.
- (7) Basic information security principles are implemented, e.g. access controls, restricted user accounts, segregation of duties, restrictive configuration, software at the current security level, existing backup for backup copies, use state-of-the-art activation software and firewalls, encrypt sensitive data, logging.
- (8) The Supplier shall restrict access to or access to information or information carriers by ensuring that:
 - only authorized personnel have access to or access to relevant information,
 - remote access to AG's systems only in consultation with our information security contacts,

- the access rights are limited to the approved system functionality, are reliable and resilient, prevent unauthorized access and use encrypted connections.
- (9) The Supplier shall ensure that technical vulnerabilities are identified and rectified as quickly as possible. In particular, available patches shall be identified, obtained only from authorized sources, evaluated and applied promptly. It must also be ensured that patches have been properly installed.
 - (10) The Supplier shall ensure that discarded hardware is either cleaned up before re-use, sale or return in such a way that all information from AG is securely deleted or securely destroyed. The purge or destruction must be carried out in a secure manner using state-of-the-art technologies and processes. The concepts for the secure disposal and deletion as well as the evidence for the secure disposal and deletion of AG's information shall be made available to AG on request.
 - (11) Only relevant for software developers - information security is taken into account in the software development process.
 - (12) Only relevant for cloud suppliers - it is ensured that
 - access to cloud data centers complies with information security standards,
 - the disposal of data carriers complies with information security standards,
 - user data is only transmitted between its cloud data centers in encrypted form
 - administrators have no access to user data (with the exception of profile data, accounting data and logs).

17. Companies in the Client's Group

The procurement of IT services by the Client shall also benefit companies affiliated to the Client pursuant to Section 15 of the German Stock Corporation Act (AktG). These companies are also entitled to use of the IT services.

18. Code of Conduct / Supplier Code

- (1) Our Salzgitter Group Code of Conduct, available at Compliance (salzgittermannesmann-handel.com), is acknowledged by the Contractor and made the basis of the contract. The Contractor acknowledges and agrees that a violation of the Code of Conduct shall be considered a material breach of contract, which shall give the Client the right to terminate the contract at any time and with immediate effect, without this giving rise to any right to payment of outstanding remuneration or damages.
- (2) The Contractor bindingly acknowledges the Supplier Code of the Salzgitter Group, available at Compliance (salzgittermannesmann-handel.com), agrees to its inclusion in the entire contractual relationship, including future ones, and assures compliance therewith. The Contractor acknowledges and agrees that a violation of the Supplier Code shall be considered a material breach of contract, which gives the Client the right to terminate the contract at any time and with immediate effect, without this giving rise to a right to payment of the outstanding remuneration or damages.

19. Miscellaneous

- (1) The Contractor may only offset or assert rights of retention with undisputed, recognized or legally established claims.
- (2) The Contractor is entitled to a right of retention only in the event that this is based on the same contractual relationship.
- (3) The Contractor may not assign claims against the Client in whole or in part without the Client's prior written consent. The Client shall not refuse such consent without good cause.
- (4) Any Incoterms clauses contained in the contractual documents shall be governed by the Incoterms® in the version applicable at the time of conclusion of the contract.
- (5) The law of the Federal Republic of Germany shall apply to these GTC IT to the

exclusion of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna CISG Convention).

- (6) The place of jurisdiction for all disputes arising in connection with these GTC IT shall be the Client's headquarters. The Client shall also be entitled to bring an action at the place of the Contractor's headquarters or branch office.
- (7) The Client's obligations to cooperate shall be conclusively agreed in the individual contract. If, in the Contractor's view, the Client does not fulfil its obligations to cooperate or does not fulfil them completely, the Contractor shall inform the Client without delay. If necessary, the Contractor shall request the Client in writing to perform the obligations, setting a reasonable deadline.
- (8) These GTC IT exist in a German and an English version. In the event of deviations and ambiguities, the German version shall prevail. The contractual language is German.

B. Purchase of Hardware

1. Scope

This Part B shall apply to the purchase of hardware by the Client from the Contractor.

2. Service contents

- (1) The Contractor shall provide the Client with the hardware specified in the contract for an unlimited period of time in return for a one-off payment.
- (2) The Client shall be obliged to pay the agreed purchase price to the Contractor and to accept the purchased hardware.

3. Operational readiness

The Contractor shall hand over the hardware so that it is ready for operation and can be immediately put into service. Provided that the following is agreed to with the Client, this shall include in particular installation in the Client's system environment, establishment of the hardware's operational readiness and training of the Client's employees responsible for operating the hardware, all of which in coordination with the Client.

4. Quality, warranties

- (1) The quality of the hardware shall be described specifically and conclusively by the Contractor and communicated to the Client in documented form before conclusion of the contract.
- (2) The Contractor shall ensure that information on the hardware specifications and performance that is publicly available or has been communicated to the Client is correct.
- (3) The Contractor shall ensure that the hardware consists of completely new goods. This excludes, in particular, refurbished or newly assembled hardware.
- (4) The Contractor shall ensure that the necessary spare parts and accessories/operating resources can be supplied for a period equal to the hardware's usual service life.

5. Model changes

The Contractor shall notify the Client of model changes in good time, as a rule six (6) months before the change.

6. Control software

- (1) Control software shall be pre-installed on the hardware so that it is ready for operation, insofar as this is necessary for orderly operation (does not apply to operating systems). Section B.3 of these GTC IT shall apply accordingly.
- (2) The Contractor shall grant the Client a non-exclusive, transferable, sub-licensable, spatially and temporally unlimited right to use the control software for orderly operation of the hardware.

C. Purchase of Software

1. Scope

This Part C shall apply to the purchase of software by the Client from the Contractor.

2. Service contents

- (1) The Contractor shall provide the Client with the software specified in the contract for an unlimited period of time in return for a one-off payment and shall grant the rights of use listed under C.6.

- (2) The Client shall be obliged to pay the agreed purchase price to the Contractor and to accept the purchased software.

3. Delivery

Delivery shall take place immediately after conclusion of the contract. Where agreed, delivery may also be electronic.

4. Operational readiness

Section B.3 of these GTC IT shall apply accordingly.

5. Quality, warranties

The Contractor shall ensure that the software has the agreed quality and that use of the software by the Client to the extent stipulated in the contract does not conflict with any third-party rights. The Contractor also undertakes to offer the Client the conclusion of a maintenance contract in accordance with Part E of these GTC IT at the latest when the contract for the purchase of the software is concluded. The same shall apply at the latest three (3) months prior to expiry of the liability for defects if no maintenance contract was concluded with the purchase contract. Claims for defects based on the purchase contract shall not be affected by an existing maintenance contract. They may be asserted by the Client free of charge until the limitation period for claims based on defects has expired. In all other respects, Section B.4 of these GTC IT shall apply accordingly.

6. Right of use

The Contractor shall grant the Client a non-exclusive, irrevocable, transferable, sub-licensable, spatially and temporally unlimited right to use the software to fulfil the purpose of the contract without limitations in terms of contents, in particular to install, load, run and save the software.

7. Third-party-rights

- (1) The Contractor warrants that the software is free from third-party rights restricting or excluding the contractual use of the software.
- (2) If claims are nevertheless made against the Client by third parties due to an infringement of property rights through the use of the software, the Contractor shall indemnify the Client upon first request against all claims of third parties due to

infringements of property rights without limitation.

- (3) The Client informs the Contractor immediately of the third party's claim. The Contractor shall, as far as reasonably possible, assume full control of the legal defence and all costs in connection with the defence and all negotiations on settlement or compromise in respect of the asserted claim.

8. Technological protection measure

The Contractor guarantees that no measures pursuant to Sections 95a ff. of the German Copyright Act (Gesetz über Urheberrecht und verwandte Schutzrechte or UrhG) are implemented in the software. In particular, no copy protection and no system binding may be implemented.

D. Rental of Hardware or Software

1. Object of the Contract

- (1) This Part D shall apply to hardware or software rented by the Client from the Contractor.
- (2) Statutory provisions shall apply to the rental of hardware.
- (3) The following provisions shall also apply to the rental of software.

2. Service contents

- (1) The Contractor shall provide the Client with the software specified in greater detail in the contract in a condition suitable for the intended use for a limited period of time and shall be obliged to take the necessary measures during the entire term of the contract in order to maintain the intended condition (including, in particular, the elimination of any defects that occur).
- (2) The Client shall pay the Contractor the agreed fee for this.
- (3) Software can be provided for use to the Client for a limited period of time against payment either "on-premise", meaning that the software is operated by the Client locally on their own servers, or by way of "Software as a Service" ("SaaS"). SaaS is based on the principle that software is operated by an external service provider on an external server and used by the customer for a limited period of time. In the present case, this means the following: the Contractor provides the Client with

access to the servers set up by the Contractor and on which the software is operated; an internet-capable computer and an internet connection are required and enable use of the software's functionalities..

- (4) The Contractor shall provide the Client with an access program, insofar as this is necessary for the contractual use. The Contractor shall be responsible for the installation of the access program. This shall not apply if the access is browser-based.
- (5) The Contractor undertakes to further develop and provide new versions of the rented software. The Client may object to the installation of new versions or postpone the installation if technical and organisational reasons of the Client speak against the installation, in particular if the functionality of the software or machines controlled by it would be adversely affected thereby (for example with regard to performance or system requirements). In this case, the Parties shall jointly agree on the specific procedure to be followed if the installation is carried out at a later point in time. In the case of SaaS, insofar as new versions are made available to all of the Contractor's customers in a technically uniform and simultaneous manner, the Client shall not have such a right of objection.
- (6) Service levels and the legal consequences of their non-observance are governed regularly and separately in the contract.
- (7) The Parties shall agree separately on the Contractor's further service obligations, such as establishing operational readiness, providing a service hotline for user questions or training the Client's employees.

3. Service Level

- (1) If no specific availability has been agreed to, the software shall be available to the Client with an average availability of at least 99.5% of a contractual month ("operating time").
- (2) Planned maintenance work, updates or upgrades also count towards operating time. The Contractor shall carry out such work after informing the Client by email with at least three months' notice. The Contractor shall only carry out such work at times when the Client's operational processes would be unaffected, or would be affected only to an acceptable extent, if

the software stops running. This shall not apply to mandatory security updates which must be implemented at short notice in order to maintain functionality. The Client shall be notified of such updates immediately after they become known.

4. Right of use

The Client shall be granted non-exclusive, transferable, sub-licensable right to use the software for the term of the contract on the Contractor's servers or hardware and the right to use the documentation for their own internal business purposes.

5. Third party rights

Section C.7 applies accordingly.

6. Termination

The contract can be terminated with a notice period of three (3) months, effective from the end of a calendar month.

7. Obligations in relation to contract termination

- (1) The Contractor shall provide the Client with comprehensive support after termination of the contract to ensure that the Client can properly fulfil their archiving obligations in relation to tax.
- (2) After termination of the contract, the Client shall have a claim against the Contractor for the return of the former's data and the deletion of any such data held by the latter. The Contractor shall be obliged to provide all services required for seamless return of data to the Client and the deletion of any data belonging to the Client but held by the Contractor.

E. Care and Maintenance

1. Object of the Contract

This Part E applies to software and hardware maintenance ("Services") carried out by the Contractor for the Client.

2. Service contents

- (1) The Contractor shall provide the Client with services specified in greater detail in the contract.
- (2) These shall include, in particular, troubleshooting, updates and upgrades of software, updating of documentation, written advice and telephone advice including a support hotline.
- (3) The Client shall pay the Contractor a fee agreed in the contract for the provision of these services.
- (4) Service levels and the legal consequences of their non-observance are governed regularly and separately in the contract.
- (5) The Client may object to the installation of new versions if technical or organisational reasons on the part of the Client speak against it, in particular if the functionality of the software or machines controlled by it would be adversely affected (for example with regard to performance or system requirements). In this case, the Parties shall jointly agree on the specific procedure to be followed if the installation is carried out at a later point in time.

3. Services

- (1) Business hours for handling enquiries and notifications of malfunctioning are at least Monday to Friday from 8 AM to 8 PM. An emergency hotline shall be set up for times outside business hours, and the Client shall be promptly informed of the contact details.
- (2) The Contractor shall provide and complete services immediately after receipt of the relevant notifications or occurrence of the agreed event.

4. Remuneration

- (1) Remuneration for the services usually consists of a lump sum.
- (2) It is due monthly on the 1st of the month following provision of the services.
- (3) Costs for travel and overnight stays are already covered by the agreed remuneration.
- (4) The agreed remuneration for care and maintenance shall be reduced during the period of limitation by an appropriate amount for material defects and defects of title arising from the procurement contract (Part C of these GTC IT). The exact amount of the reduced remuneration for

this period shall be specified by the Parties in the contract. This period shall be extended accordingly in the event that defects that are greater than insignificant are remedied at a later stage during the limitation period.

5. Termination

The contract for services can be terminated with a notice period of three (3) months, effective from the end of a calendar month.

F. Development of Individual Software

1. Scope

This Part F applies to the creation of individual software for the Client by the Contractor. The provisions shall apply mutatis mutandis to adaptations, parameterisation or other comparable services to the Client's existing software, insofar as the services do not fall under Part I.

2. Service contents

- (1) The Contractor shall create for the Client the individual software, as specified in greater detail in the contract, including user instructions, source code, documentation and other required documents (in particular a product description). This may include in particular the creation, customisation, parameterisation or further development of software.
- (2) The Contractor shall in principle be obliged to draw up technical specifications on the basis of the requirements specifications handed over by the Client; the technical specifications must meet the Client's requirements and be agreed with them. The Contractor shall also in principle be obliged to formulate maintenance services or other services that are the object of the order in consultation with the Client in a Service Level Agreement.
- (3) On this basis, the Contractor shall be obliged to carry out the complete installation or implementation of the software so that it is ready for operation, including trial operation, commissioning and proof of performance up to acceptance.
- (4) The Client shall pay the Contractor the remuneration agreed to in the contract.

3. Information, documentation

The Contractor shall report regularly on the current progress of the software development and shall provide information on this on request. For this purpose, all documents relevant for the assessment of progress shall be made available to the Client in up-to-date versions via a previously agreed joint project document repository.

4. Time limits, deadlines

- (1) The Contractor shall draw up a comprehensive schedule of activities and deadlines and adhere to it; they shall also report regularly to the Client on progress and compliance.
- (2) If the Contractor determines that compliance with individual deadlines or milestones is at risk, they shall promptly inform the Client thereof at least in text form and state the reasons for the foreseen delay.
- (3) In the event of an imminent delay, the Contractor shall propose suitable measures in good time to avoid or limit such a delay and coordinate these measure with the Client.

5. Remuneration

- (1) Remuneration shall be agreed separately in the contract.
- (2) Section E.4 (3) applies accordingly.

6. Tests, acceptance

- (1) The Contractor shall, in consultation with the Client, test the software in parallel to its development, so that the Contractor is able to remedy any defects and identify potential for improvement already prior to acceptance.
- (2) The Contractor shall inform the Client that the software is ready for acceptance in good time, at least two (2) weeks before finalisation.
- (3) The Client shall then carry out an acceptance test. The Client shall hereby test whether the software contains the functions defined in the technical specifications and whether it has the agreed quality. If this is the case, the Client shall declare acceptance.
- (4) Acceptance requires compulsory preparation of a record on the Client's pre-printed form; this must be signed by both Contracting Parties. The Contractor shall have the right to point out any conflicting viewpoints in the minutes. Verbal

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- acceptance or implied acceptance through commissioning shall be excluded.
- (5) The commissioning of the contractual object of the service or its temporary use as intended from commissioning or operational readiness until acceptance for the purpose of contractually provided trial, test, simulation or inspection measures, for error rate tests, fine-tuning or checking suitability, reliability, freedom from defects or readiness for acceptance shall not constitute a transfer of risk to the Client nor shall it constitute acceptance by implied conduct or a waiver of the requirement for formal acceptance. The Client shall be entitled free of charge to all goods produced or processed from or with the aid of data, interfaces, IT systems and solutions, input or raw materials made available by the Client. Furthermore, the Client shall, under the Contractor's direction, be entitled to use the object of the service for reasons of damage minimisation prior to the completion of residual work which is not absolutely necessary for the safe operation/system operation of the object of the service.
- (6) The Contractor shall promptly eliminate any defects identified during the acceptance test. Another acceptance test shall be carried out after elimination of the defects.

7. Instruction, training

The Contractor shall instruct the Client comprehensively and without separate remuneration in the operation of the software and train the Client's employees.

8. Rights of use

- (1) The Client shall acquire all rights to the designed software to the greatest possible extent, in order to be able to use the software solely and in full. Upon acceptance, the Contractor shall grant the Client an exclusive, irrevocable, freely transferable and arbitrarily sub-licensable right without limitation in terms of time, space and contents to use the software in all currently known and future types of use (both in source code and in machine code form), in tangible or intangible form, both nationally and internationally.
- (2) The granting of rights above also extends to all documents, documentation and other embodiments pertaining to the

software, the source code and related documentation.

9. Open-source components

- (1) If the software contains open-source components, the Contractor shall record them in a list of open-source software and associated licences used and shall make this list available to the Client. The list entry shall clearly show for each case which open-source components are contained, which open-source licences were used and which licence provisions apply. The licence provisions shall be unambiguously determined by the Contractor and made available to the Client.
- (2) The open-source components may not include components with a "copyleft effect"; in particular, they must not determine the obligation to publish the source code of the entire software.
- (3) Furthermore, the use of open source components may not be incompatible with the granting of rights of use as regulated in Section F.9 of these GTC IT.
- (4) Proprietary third-party software shall not be used by the Contractor.

10. Third-party-rights

Section C. 7. applies accordingly.

11. Change requests

- (1) The Client may submit a change request at any time. The Contractor shall examine the change request, determine the effects of the change on the contractual conditions (e.g. costs, adherence to deadlines, etc.) and notify the Client as soon as possible, normally within one (1) week, in the form of an offer. The costs of preparing the offer shall be borne by the Contractor.
- (2) Insofar as the change requests have an impact on the terms of the contract, in particular on the Contractor's expenses or on compliance with deadlines and dates, the Parties shall agree on an appropriate adjustment of the terms of the contract, in particular an adjustment of remuneration or the postponement of binding deadlines. Should the offer not include any unreasonable effects on the terms of the contract, the Contractor shall perform the services at the original terms.
- (3) Furthermore, the Contractor shall be obliged to inform the Client in good time

and in detail if and to the extent that, from the Contractor's point of view, a change in the scope of delivery or performance becomes necessary for the fulfilment of the contract.

- (4) As long as no agreement is reached on a change request, the Contractor shall continue to perform the contract on the originally agreed terms.
- (5) If the Client and the Contractor do not reach an agreement on the change request and if escalation talks on an agreed escalation matrix do not lead to an agreement, the Client shall be entitled to terminate the contract with one (1) month's notice to the end of the month. In the event of termination, only the services provided by the Contractor up to that point shall be remunerated and surrendered. The right to extraordinary termination for good cause shall remain unaffected.

12. Source code

- (1) The Contractor shall provide the Client with the source code in the current program and up-to-date version for the respective software and shall draft the technical documentation customary in the industry.
- (2) The source code shall be designed in such a way that a knowledgeable programmer can understand the structure and operation of the software following a reasonable training period. This can be fulfilled through separate documentation or through comment lines in the code.
- (3) The rights of use from Section F.8 of these GTC IT apply accordingly to the use of the source code.

G. IT-Services by Freelancers

1. Scope

- (1) This Part H applies to the commissioning of individual freelancers by the Client.
- (2) The Parties shall conclude a project-related service contract ("Contract") for this purpose. No employment contract is concluded.

2. Service contents

- (1) The Client commissions the freelancer with the provision of the services conclusively specified in the relevant contract.

- (2) The freelancer undertakes to provide these services on their own responsibility in return for the remuneration agreed in the relevant contract.

3. Provision of services, freedom from instructions

- (1) The freelancer is free in the organisation of their services. In particular, they may organise their working hours at their own discretion. They may refuse to perform specific activities. They also have the right to have certain services performed by third parties in accordance with Section A.8 (2), insofar as these are sufficiently qualified.
- (2) They shall take the operational interests of the Client into account in the cooperation. Agreed deadlines set by the Client must be adhered to.
- (3) The freelancer shall not be bound by instructions from the Client during their work. This does not apply to project-related specifications and requirements relating to the nature of the services to be provided as a whole or individual milestones and tasks.

4. Remuneration, tax obligations

- (1) The freelancer shall receive the remuneration agreed to in the contract for the provision of the services.
- (2) It is due monthly on the 1st of the month following provision of the services. A project day consists of no less than eight (8) hours of work performed.
- (3) With payment of the agreed remuneration, all expenses incurred by the freelancer are compensated.
- (4) Section E.4 (3) applies accordingly.
- (5) The freelancer themselves shall fulfil all tax obligations. The same applies to the payment of social security contributions, in particular health insurance contributions and contributions to a voluntary pension insurance or a corresponding insurance. This has been taken into account in the calculation of the remuneration.

5. Transfer of rights, third-party rights

- (1) Section F.8 shall apply accordingly.
- (2) The rights to work results are compensated with the freelancer's remuneration.

This also applies to the time after termination of this contract.

- (3) Section C.7 applies accordingly.

6. Termination

Each Party is entitled to terminate the contract with 1 months' notice, effective from the end of the month. In the event of termination, only the services rendered by the freelancer up to that point shall be surrendered and will receive remuneration. The right to extraordinary termination for good cause shall remain unaffected.

trade, have fulfilled the notification obligations under trade law (Sections 14, 15 para. 1 of the German Trade, Commerce and Industry Regulation Act, Gewerbeordnung or GewO). The acknowledgment of the trade notification must be presented to the Client's plant security for plant ID cards to be issued. The Contractor shall indemnify the Client against any liability for wage claims by the tax authorities or claims by social insurance institutions with regard to the vicarious agents employed by them and undertakes to refund to the Client any wage tax and/or social insurance contributions paid by the Client.

H. IT Services in Service Contracts

1. Scope

This Part H shall apply to the commissioning of service contracts with the Contractor by the Client.

2. Service contents

- (1) The Contractor shall provide the services agreed to with the Client in the contract.
- (2) The Client shall be obliged to grant the agreed remuneration.

3. Provision of services

- (1) The Contractor is obliged to always apply the industry diligence which the Client can expect from the Contractor as a technical expert when providing the Services. Furthermore, the Contractor shall be obliged to use only appropriately qualified personnel for the performance of the Services. This shall be proven to the Client in a suitable form at the Client's request, for example by means of CVs, qualifications or certificates.
- (2) The Contractor assures that any taxes and social security contributions due for all staff employed are duly paid. If the Contractor uses vicarious agents, the Contractor shall ensure that all vicarious agents they use are duly registered for social insurance and that all taxes and social insurance contributions to be paid by the employer are duly paid to the competent authorities. Corresponding evidence shall be made available to the Client upon request. Furthermore, the Contractor warrants that all vicarious agents used have, where applicable, sufficient accident and health insurance and, if they operate a

4. Rights of use

Insofar as works worthy of protection or other exploitable intellectual property ("work results") are created during performance of the services, the Client shall acquire all rights thereto to the greatest possible extent, in order to be able to use the work results solely and in full. Upon creation, the Contractor shall grant the Client an exclusive, irrevocable, freely transferable and arbitrarily sublicensable right without limitation in terms of time, space and contents to use the results in all currently known and future types of use, in tangible or intangible form, both nationally and internationally.

5. Termination

Each Party is entitled to terminate the contract with 1 months' notice, effective from the end of the month. In the event of termination, only the services rendered by the Contractor up to that point shall be surrendered and will receive remuneration. The right to extraordinary termination for good cause shall remain unaffected.

I. IT – Project contracts

1. Scope

This Part I applies to the provision of services within the scope of IT projects for the Client by the Contractor.

2. Service contents

- (1) The Contractor shall provide the services specified in more detail in the contract.
- (2) Unless specified in more detail in the individual contract, the Contractor's services shall include, in addition to the delivery of software - and any necessary hardware - all installation and implementation services, including commissioning, which are necessary for the production of a complete plant/system which is functional and running in continuous operation and which is maintenance- and repair-friendly.
- (3) The Contractor is obliged to always apply the care customary in the industry when providing the services, which the Client can expect from the Contractor as a technical expert. The Contractor undertakes to deploy appropriately qualified persons.
- (4) The Contractor's employees shall not be bound by the Client's instructions during the performance of the services. This shall not apply to project-related specifications and requirements with regard to the provision of the services to be rendered as a whole or individual milestones and tasks.

3. Project implementation

- (1) The Contractor shall be obliged to draw up, on the basis of the specifications handed over by the Client, specifications which meet the Client's requirements and which have been agreed with the Client.
- (2) Based on this, the Contractor shall provide the complete ready-to-operate installation and implementation of the software (and, if applicable, hardware) including trial operation, commissioning and proof of performance until acceptance.
- (3) The Contractor shall report regularly on the current progress and provide information on request. For this purpose, all documents relevant for the assessment of the progress shall be available to the Client in an up-to-date version through a previously agreed joint project document file.

4. Time limits, deadlines

Section F.4 shall apply accordingly.

5. Acceptance

Section F. 6. shall apply accordingly.

6. Remuneration

- (1) The Client shall pay the Contractor the remuneration agreed in the contract.
- (2) Section E. 4. (3) shall apply accordingly.

7. Agile working

- (1) If it is not possible and/or expedient to provide the service on the basis of a performance specification, the Parties shall agree on an agile procedure using individual intermediate steps. The services to be provided can be services or work. The Parties shall define within the framework of the individual contract which type of services the Contractor shall provide, with the condition that - if the Parties do not expressly specify a service as a employment contract or contract to produce a work - the respective service shall constitute a contract to produce a work. In this respect, the implementation takes place in the form of an agile contract to produce a work, which is characterised by the fact that parts of the work and services are not bindingly agreed at the beginning, but only in the course of the project.
- (2) Within the framework of the project cooperation, the Client and the Contractor shall determine the acceptance requirements for the respective work results for each intermediate step.
- (3) The Contractor shall coordinate closely with the Client during implementation. The Contractor undertakes to set a list of possible project obstacles which is openly accessible to the Client and to discuss it regularly with the Client.
- (4) The Client shall provide agreed infrastructures and/or inputs as well a project manager as contact person for each intermediate step. If the Client indicates to the Contractor that he will not be able to provide the agreed, necessary resources in time, the agreed deadlines shall be postponed accordingly.
- (5) The Client shall accept the individual work results. Section F. 6. shall apply accordingly.
- (6) The acceptances of a particular work results represent partial acceptances within the framework of the overall project (including final acceptance).
- (7) The Contractor shall be entitled to receive the agreed remuneration for each work result accepted.

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- (8) If the Client accepts a work result in case of insignificant defects, the Contractor shall be obliged to remedy the defects in the previous work result free of charge within the scope of the following intermediate step. The Contractor shall document the expenses for the rectification of defects and the subsequent work result separately and in a comprehensible manner.

8. Right of use

Section F. 8. shall apply accordingly.

9. Open source components

Section F. 9. shall apply accordingly.

10. Third-party-rights

Section C. 7. shall apply accordingly.

11. Change Requests

Section F. 11. shall apply accordingly.

12. Source code

If the subject of performance is not pure standard software, section F. 12. shall apply accordingly.