

General Terms and Conditions of Purchase – Version April 2024

I. General Provisions

1. Scope of Application

- 1.1 The following General Terms and Conditions of Purchase ("**Purchase Terms**") of Urenco Deutschland GmbH ("**Urenco**" or "**we**") exclusively apply towards companies pursuant to Sec. 14 para. 1 of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*) and legal entities under public law and special funds under public law as set out in Sec. 310 para. 1 BGB. They also apply to all future business relations with the Supplier ("**Supplier**" or "**you**") even if they are not expressly agreed again.
- 1.2 These Purchase Terms as well as other terms and conditions in the service description or other terms and conditions included into the contract by Urenco shall exclusively apply; we, Urenco, do not recognise conflicting or deviating terms and conditions and object to these; this applies in particular to contractual penalty clauses. Furthermore, it shall not constitute recognition if we accept the delivery and/or provision of the service without reservation in the knowledge of conflicting or deviating terms and conditions. The above shall not apply if we have expressly agreed in writing to the inclusion of deviating terms and conditions of the Supplier.
- 1.3 We are authorised to amend the Purchase Terms or ancillary provisions of the service description and other terms and conditions if there is a valid reason for doing so, in particular due to new technical developments, changes in case-law or the legal situation, significant changes in market conditions, currency conversions or other equivalent reasons. We will make the changes (i) only in such a way that they take into account the circumstances giving rise to the valid reasons. We will (ii) expressly inform you about the new version of the respective terms and conditions and make these available to you. Furthermore, we will (iii) grant you a reasonable deadline during which you can object to the changes and (iv) inform you that the contractual relationship will be continued with the new terms and conditions without objection within a reasonable period or cancellation.
- 1.4 All agreements between us and you must be made in writing. There are no oral side agreements. Verbal orders or similar are excluded.
- 1.5 Correspondence of a commercial nature shall only be conducted with the purchasing department. Orders, delivery call-offs as well as changes and additions can also be made by email.

2. Compliance

- 2.1 As a company acting in a highly sensitive area, it is of crucial importance for us that you comply with the Urenco Supplier Code of Ethics & Conduct, Version January 2023 (available under: https://www.urenco.com/cdn/uploads/supporting-files/Urenco_Supplier_Code_of_Ethics_-_Conduct.pdf) as well as the Urenco Rules and Regulations (available under: <https://www.urenco.com/contractor-information/>), as defined below, within the framework of our entire business relationship, in particular within the framework of fulfilling your obligations under the contract. The Urenco Rules and Regulations consist of the following elements:
- the "Voraussetzung für die Erbringung von Dienstleistungen";
 - the "Merkblatt für die Behandlung von Verschlusssachen";
 - the "Informationen zu den Zugangsberechtigungen";
 - the "Wichtige Informationen für den Lieferanten"; and
 - the "Baustellenordnung",
- together the "**Urenco Rules and Regulations**".
- 2.2 You are obliged to inform any and all employees as well as subcontractors who act for us on your behalf about the content of the Urenco Supplier Code of Ethics & Conduct and the Urenco Rules and Regulations and to ensure that the provisions contained therein are complied with.
- 2.3 We furthermore draw your attention to your obligations under Sec. 25 of the German Radiation Protection Law (*Strahlenschutzgesetz, StrlSchG*), according to which an approval is required if the activity on our premises could lead to a dose of more than 1 millisievert per calendar year for one of your employees or for yourself.
- 2.4 Grant of access to our business premises requires the presentation of (i) a valid identity card/passport of the person to whom access is granted as well as (ii) proof of the respectively relevant valid background checks pursuant to the Nuclear Reliability Verification Ordinance (*Atomrechtliche Zuverlässigkeitsüberprüfungs-Verordnung, AtZüV*).
- 2.5 If it is necessary to enter classified areas (classified restricted areas or restricted control zones) in order to fulfil the contract, you must be or have already been included in the secret protection of the German Federal Government (German Federal Ministry for Economic Affairs and Climate Action (*Bundesministerium für Wirtschaft und Klimaschutz, BMWK*)). This also applies to work where access to classified information must be passed on or where classified topics are involved in any other way.
- 2.6 Due to the certifications/validations of Urenco pursuant to DIN EN ISO 9001, DIN EN ISO 14001, DIN EN ISO 27001 and EMAS, your activities must also be certified and validated and correspond to the respective requirements for occupational safety, quality and environmental protection. You have to voluntarily provide Urenco with the most current certificates and validations without request by Urenco.
- #### 3. Subject-Matter of the Contract
- 3.1 If any of our provisions contradict each other, these documents shall take precedence over the following documents in descending order of priority:
- the order;
 - these Purchase Terms;
 - the service description;
 - the Urenco Rules and Regulations;
 - the Urenco Supplier Code of Ethics & Conduct.

3.2 We do not grant you any exclusivity or minimum purchase for the goods delivered or services rendered by you. We may conclude other contracts and agreements for the provision of equal or similar goods or services with other suppliers at any time.

3.3 We may demand changes to the quantity of the contractual delivery/service even after conclusion of the contract if we have a justified interest, provided this is reasonable for you and taking into account the interests of both parties.

4. Order – Order Documentation

- 4.1 Our order shall be binding for ten business days.
- 4.2 We reserve ownership rights and copyrights in illustrations, drawings, calculations and other documents; they must not be made available to any third parties without our express written consent. They shall exclusively be used for the manufacture based on our order; they must be returned to us without being asked after the order has been processed. They must be kept secret towards any third parties. The provisions in clause 1.13 of these Purchase Terms shall remain unaffected.
- 4.3 If you accept our order with deviations, you must clearly point out these deviations to us. A contract is only concluded if we have expressly agreed to these deviations in writing.

5. Prices and Terms of Payment

- 5.1 The price is a fixed price and applies "DAP agreed place of performance" (Incoterms 2020). The agreed place of performance is Röntgenstraße 4, 48599 Gronau, Germany. In accordance with the respectively agreed Incoterm, the price includes any transport, insurance, packaging and other ancillary costs and fees contained in the Incoterm incurred by you when rendering the services and/or until the goods are handed over to us in operational condition at the place specified by us and, if applicable, the statutory value added tax.
- 5.2 If, in deviation from clause 1.5.1, it is agreed in writing that the freight costs must be borne by us, you have to carry out the dispatch at favourable conditions. Express delivery shall only be made on our express instruction.
- 5.3 The agreed price is due for payment within 30 calendar days from the handover of the goods/rendering of the service and receipt of an accurately issued invoice. Invoicing must be in euros unless another currency is specified in the order. The invoice must contain specifically designated individual items, such as article numbers or a sufficient description of the goods or services. Contractors based outside Germany are obliged to state the commodity code and the weight of the materials for the Intrastat declaration on the invoice.
- 5.4 Unless a lump sum price has been agreed, invoices shall be issued on a time and material basis for each calendar month no later than thirty (30) calendar days after the end of the month in question for the goods delivered or services rendered and reimbursable expenses incurred in the previous month. Corresponding time and material receipts must be sent to us in advance with a reasonable lead time for approval. All invoiced amounts must be assigned precise activity descriptions, detailed information on the time spent and the remuneration rate applicable to the services provided. Times which did not directly serve the performance of the respective service, in particular breaks and travel times, cannot be invoiced. Breaks and travel times shall be listed in the service breakdown as non-billable hours.
- 5.5 Your invoice, which must always contain the order number, must be sent in pdf format to the following e-mail address: fssc@urenco.com with the following subject and the following name of the pdf document: "order number / invoice number / supplier designation".
- 5.6 Payment by Urenco does not constitute a concession by us in relation to the fulfilment of your obligations under this contract. Urenco is entitled to retain due payments in the amount of the claims if Urenco has any claims against you from the business relationship.
- 5.7 Urenco may set off claims and exercise rights of retention at its own discretion.
- 5.8 Your right to set off claims and exercise rights of retention shall be limited to legally established or undisputed counterclaims.
- #### 6. Delivery Terms
- 6.1 We are not obliged to accept partial deliveries/services. Where partial deliveries/services have been agreed, we can determine their chronological order. The acceptance of partial deliveries/services shall not constitute an acknowledgement of the entire delivery/service as being in compliance with the contract.
- 6.2 We are entitled to reject excess and short deliveries/services outside the limits customary in the industry. In particular, deliveries and/or services which deviate by more than 5% from the order quantity must be approved by us in advance in writing in any case.
- 6.3 Title to the delivered goods shall pass to us upon handover and/or acceptance.
- 6.4 Your obligation to take back packaging shall be subject to the statutory provisions. The goods must be packed in a way that transport damage is avoided. Packaging materials must only be used to the extent necessary to achieve this purpose. Only environmentally friendly packaging materials should be used.
- #### 7. Cooperation, Employees
- 7.1 You will liaise closely with us in the performance of your contractual obligations and keep us continuously informed of the status of the work carried out and to be carried out. At our request, you must provide written information on the current status of the services rendered at any time. If an act of cooperation on our part is contractually agreed or required, you will request our cooperation within a reasonable period of time and stating the specific act of cooperation.
- 7.2 You will render the services with employees who have the necessary qualifications, expertise, experience and integrity. We may require you to obtain a written declaration from all employees and third parties involved that there are no criminal convictions relevant to the activity.

- 7.3 You are responsible for ensuring that any third parties commissioned by you have at least the same qualifications and capabilities as you and also fulfil all other professional standards that are customary in the industry or can be expected from a diligent contractor.
- 7.4 If you have to coordinate the services to be rendered by you with services to be rendered by third parties commissioned by us, you will discuss, define and follow the framework conditions for the cooperation together with us and the third party.
- 7.5 Interruptions or disruptions to our operations must be kept to a minimum.
- 8. Delivery Time, Delay and Default**
- 8.1 The agreed delivery time shall be binding.
- 8.2 If you are unable to meet the delivery time, you must immediately inform our purchase department in writing when the delay becomes evident, stating the reasons and estimated duration of the delay. This shall not affect your obligation to comply with the delivery time.
- 8.3 In case of a delayed delivery of the goods or rendering of the services, we are entitled, notwithstanding any further rights or claims for damages we may have, to claim liquidated damages from you in the amount of 1% of the net price of the delayed goods or services for each full calendar week of the delay, however, limited to a maximum of 5% of the net price of the delayed goods or services. You have the right to prove that no damage was incurred by us or that it was lower than the percentage set out above. The claim for liquidated damages due to the delay will be set off against further claims for damages.
- 8.4 Early delivery of the goods or rendering of the services requires our express written consent.
- 9. Obligation to Inspect and Give Notice of Defects, Liability for Defects**
- 9.1 Our inspection and notification obligations pursuant to Secs. 377 and 381 of the German Commercial Code (*Handelsgesetzbuch, HGB*) for purchase contracts and contracts for work and materials are considered to have been exercised in due time if the supplier is notified of obvious defects within 5 calendar days from receipt of the goods in case of obvious defects or 5 calendar days from the identification of any non-obvious defects.
- 9.2 The warranty period for purchase contracts or contracts for work and materials for movable goods is three years. With respect to contracts to produce a work, the statutory provisions apply.
- 9.3 The delivery of defective goods gives us the right to subsequent performance (*Nacherfüllung*), at our discretion either by subsequent rectification (*Nachbesserung*) or subsequent delivery (*Nachlieferung*). If you fail to meet this obligation twice within a reasonable period of time set by us or if subsequent performance is unreasonable, we may reduce the purchase price, withdraw from the contract and/or claim damages in accordance with the applicable statutory provisions.
- 9.4 In cases of particular urgency in which it is unreasonable for us to ask you to remedy the defect or to wait for you to do so after being asked to do so, in particular to avert acute danger or avoid major damage, we are entitled to remedy the defect ourselves at our expense or to have it remedied by an authorised third party.
- 9.5 If an immediate removal of defects is not possible due to our operating circumstances, you have to create provisional improvements immediately after prior agreement on the costs with us. The final removal of defects must be carried out as soon as our operating circumstances permit this.
- 9.6 Our consent to your technical documentation and/or calculations shall not affect our liability for defects.
- 9.7 In the event of your imminent or actual insolvency, we are entitled to make an appropriate security deposit for the duration of the relevant warranty periods.
- 10. Liability**
- 10.1 You are liable pursuant to statutory law.
- 10.2 Our liability is limited as follows:
- We are fully liable for loss or damage due to intent and gross negligence.
 - If we breach an obligation in a slightly negligent manner, the fulfilment of which obligation is essential for the proper performance of the contract, and on the observance of which you regularly rely and may rely and the breach of which jeopardises the achievement of the purpose of the contract (do called "cardinal obligation", *Kardinalspflicht*), we shall only be liable for foreseeable damages that are typical for the respective contractual relationship. Our liability for other damages resulting from slight negligence is excluded.
 - The foregoing liability limitations and/or exclusions shall not apply to claims resulting from fraudulent concealment of a defect, acceptance of a guarantee and claims pursuant to the German Product Liability Act (*Produkthaftungsgesetz, ProdHaftG*) and to damage arising from injuries to life, body or health.
 - Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, representatives and vicarious agents.
- 10.3 Unless this is not possible due to the nature of the goods and services to be provided, you are required to take out and maintain insurance policies for product liability, commercial general liability (*Betriebshaftpflicht*) and professional liability (*Berufshaftpflicht*) with an appropriate minimum coverage. You will provide us with the respective documentation relating to the insurances upon request.
- 11. Material and Equipment Properties, Safety and Protective Devices, Audits**
- 11.1 All equipment, materials and parts for which standards and regulations exist must comply with these standards and regulations. Deviations from such standards and regulations are subject to our written consent.
- 11.2 During the regular business hours, you shall permit us, or professionally qualified independent auditors selected by us in our discretion, access to your business premises, employees, systems and relevant records as may be reasonably required in order to check whether (i) you comply with the provisions of this contract as well as any and all applicable laws and regulations, (ii) the materials and equipment are suitable for the manufacture or handling of the goods or the rendering of the services, (iii) the goods and services are provided in accordance with the contract and/or (iv) you maintain quality assurance systems in a functional condition. You may refuse access to information that constitute business secrets.
- 11.3 You will cooperate with us and/or our auditors as appropriate in relation to such audits and provide the necessary access and support.
- 11.4 All elements of the goods and services, including safety and protective devices, must at least comply with the provisions which are prescribed by law and by the supervisory authorities, trade associations, professional organisations and other bodies.
- 12. Confidentiality and Data Protection**
- 12.1 You are obliged to treat confidential information confidentially. You may only disclose confidential information to those employees who need to know it in order to deliver the goods or render the services. You shall inform those employees about their obligation to maintain confidentiality under this clause 1.12 and ensure that the employees comply with the confidentiality provisions of this clause 1.12.
- 12.2 You may only disclose confidential information to any third parties with our prior written consent, except for persons who are subject to a professional secrecy obligation as well as authorities within the framework of statutory disclosure requirements, to the extent that this is necessary. If required for the delivery of the goods or rendering of the services, you are entitled to transfer confidential information to subcontractors provided that the respective subcontractor is obliged to maintain a level of confidentiality corresponding to this clause 1.12.
- 12.3 The confidentiality obligation pursuant to this clause 1.12 does not apply to information which is or becomes generally known or available to the public through no fault of your own, has been in your possession before you received it from us, has been lawfully obtained by a third party or has been independently developed by you without reference to our confidential information.
- 12.4 Upon termination of the business relationship, you shall return, delete or destroy any and all documents or files which contain confidential information within ten (10) calendar days. Upon our request, you have to confirm in writing that all documents, including all copies, have been returned to us, deleted or destroyed.
- 12.5 The obligations pursuant to this clause 1.12 shall continue to exist up to five (5) years after termination of the contractual relationship.
- 12.6 You are obliged to comply with all data protection regulations as amended from time to time. You have to instruct all employees in accordance with the relevant data protection regulations and oblige them to maintain data secrecy. These declarations must be provided to us upon request.
- 12.7 If the possibility of you accessing personal data from us cannot be excluded, the parties will conclude a separate commissioned data processing agreement.
- 13. Intellectual Property Rights and Work Results**
- 13.1 We (or our licensors) neither transfer any intellectual property rights nor any other rights in the material provided to you (including any documents, documentation, tools etc.). The same applies to other rights existing prior to the signing of the contract and owned or licensed by us. We will grant you a non-exclusive, non-transferable, non-sublicensable, irrevocable and royalty-free right to use our materials exclusively for the purpose of delivering the goods/rendering the services for the duration of the contractual relationship.
- 13.2 Intellectual property rights which you own prior to signing the contract and which are used to deliver the goods/render the services are and shall remain your property. You will grant us and our affiliated companies a non-exclusive, transferable, sub-licensable, irrevocable, perpetual, worldwide, royalty-free right to use, reproduce, modify and disclose your intellectual property rights, in whole or in part, to the extent necessary to fully use and exploit the goods and services pursuant to Secs. 15 et seqq. of the German Stock Corporation Act (*Aktiengesetz, AktG*).
- 13.3 All work results which were conceived, invented, realised, developed or produced during the term of the contractual relationship and in connection with the business relationship ("**Work Results**") shall become the exclusive property of Urenco from the moment of their creation.
- 13.4 You hereby assign to us (and we accept this assignment) all your rights, including all patent and utility model rights, design rights, copyrights, trade mark rights, database rights, rights in know-how and any other intellectual property rights, to the extent legally possible, in the Work Results from the moment of their creation. If an assignment and transfer of such rights is not permitted by law, you will grant us a perpetual, irrevocable, transferable, worldwide, exclusive, sub-licensable and unrestricted right to use the Work Results, the documentation and other materials which you developed in accordance with the contract or which you make available to us in accordance with a contract, covering all types of use (whether known or unknown). You shall ensure that the intellectual property creators you employ are adequately compensated and have waived their right to be identified in connection with the works they created.
- 13.5 The assignment and transfer of rights pursuant to this clause 1.13 shall be covered by the contractually agreed price and remains unaffected by the termination of the contractual relationship. You expressly agree that we may freely and unhindered dispose of all goods and services (in particular documents, sketches and other representations) and may commission third parties with the continuation of the delivery of the goods and rendering of the services.
- 14. Subcontractors**
- 14.1 To the extent that safety-relevant or otherwise quality-relevant goods or services are owed, the use of third parties as subcontractors is subject to our prior written consent.
- 14.2 If we grant our consent, you shall ensure that all subcontractors issued within the framework of a respective order are designed in such a way that you can fulfil your obligations vis-à-vis us without restrictions.
- 14.3 Your liability shall not be affected either by the subcontracting or by the information on the structure of the subcontracting relationship or by our consent thereto.



15. Assignment

- 15.1 You are not entitled to assign your claims arising from the contractual relationship to any third party. This does not apply to claims for payment.
- 15.2 We are entitled to assign individual rights under the contract or to assign or transfer the entire contract to third parties. We will notify you thereof in text form.

16. Withdrawal or Termination for Good Cause

- 16.1 In particular, we have the right to withdraw from the contract or to terminate the contract with cause (*außerordentliche Kündigung*) if insolvency proceedings against your assets have been requested, if you cease your business operations or that part of your business operations which relates to the contractual delivery of the goods or rendering of the services, or if an event occurs at the registered office of the party concerned which, according to the legal system applicable there, corresponds approximately to the aforementioned cases or if a significant deterioration of your financial situation occurs or threatens to occur and the fulfilment of the obligations under the contract is thereby jeopardised. We are also entitled to terminate the contract with cause if you (and/or your subcontractor) do not comply with the obligations under the Minimum Wage Act (*Mindestlohngesetz, MiLoG*).

17. General Provisions

- 17.1 Unless expressly requested otherwise by us, the place of fulfilment for the delivery/service shall be our premises at Gronau, Röntgenstraße 4, 48599 Gronau, Germany.
- 17.2 Unless otherwise stipulated in individual contracts, contracts with us are subject to German law, excluding the UN Convention on Contracts for the International Sale of Goods.
- 17.3 Place of jurisdiction shall be the place of our business premises. However, we are also free to bring proceedings before the court responsible for your place of business instead.

II. Additional Terms for Contracts to Produce a Work (Sec. 631 BGB)

1. Scope of Application

If you are obliged to manufacture goods or perform, install, repair or carry out other work ("**Work**"), the following provisions shall apply in addition to clause I of these Purchase Terms.

2. Payment Terms

In addition to the provisions set forth in clause I.5.3, payments shall only become due following a declaration of acceptance unless we rejected the declaration of acceptance within a reasonable deadline set by you based on a defect.

3. Acceptance of Work

- 3.1 Before handover to us, you will check the contractual service yourself to ensure that it is complete and fulfils the contractual requirements. You will notify us of the completion of the Work as soon as it has been produced and provide us with the associated documents in full.
- 3.2 Any and all acceptances shall be made in writing. The mere use of the Work by us or any third party shall not replace the formal declaration of acceptance.
- 3.3 We will check, within a reasonable period of time, which shall not be shorter than 14 calendar days, whether the work performance provided by you is in accordance with the contract ("**Testing**").
- 3.4 Any defects that occur during the Testing shall be recorded in writing and removed without delay. The certificate of acceptance must be signed by us. If changes become necessary during the Testing, these must be included directly in the documentation. We shall be provided with a copy of the updated version without delay.
- 3.5 If acceptance is refused, we will inform you in writing of the reasons for the refusal. You shall immediately make all necessary changes and resubmit the modified Work for Testing. In the meantime, we can already use the Work that is not ready for acceptance with clause II.3.2, sent. 2 of the Purchase Terms applying. We are only obliged to carry out a new Testing for acceptance once you have demonstrated that the defects preventing acceptance have been removed.
- 3.6 We are not obliged to declare partial acceptances. If we carry out partial acceptances, the warranty period only commences from the date of the final overall acceptance.
- 3.7 Acceptances or partial acceptances shall not include: approvals or confirmations of services or parts of services, concepts, specifications or milestones.
- ### 4. Warranty, Statute of Limitation
- 4.1 If a defective Work is delivered, we are entitled to request subsequent performance (*Nachertüfung*) at Urenco's option either by subsequent rectification (*Nachbesserung*) or by subsequent delivery of an object which is free from defects (*Nachlieferung*). In all other respects, the statutory provisions shall apply.
- 4.2 Changes of either nature or composition of the materials or the construction, in comparison to similar prior Work, require our prior written consent.

III. Additional Provisions for Contracts for the Performance of Services (Sec. 611 BGB)

If your contractual obligations include the provision of services, in particular clause I.9 of the Purchase Terms does not apply.

IV. Additional Provisions for Services in the Field of Information and Communication Technology (ICT)

To the extent that you provide ICT services, the following additional provisions shall also apply with priority. "**ICT Services**" include any and all goods and/or services provided by you in the field of information and communication technology, including the delivery, conversion,

installation, implementation, maintenance, servicing, repair, manufacture and recommendation of software, system software, hardware or IT systems or associated components, including associated materials, tools, spare parts and documentation, the transfer of rights of use to software and/or hardware, the maintenance, provision and hosting of software, networks (and corresponding sections) and websites, the registering of domain names or having them registered and the design of websites and web applications.

1. General Obligations with Respect to ICT Services

- 1.1 **Quality:** You warrant that (i) the ICT Services can be used without any modifications and are and will remain fully compatible with our current ICT environment, (ii) the ICT Services will contain only those security features or functions specified in the system and user manuals for the ICT Services, for products, hardware, software, cloud services and/or courses/training provided or offered by you ("**Documentation**") or will not contain any elements (such as logic bombs, viruses and worms) that are unfamiliar to the ICT Services and will be free from malware, (iii) new versions and updates of the ICT Services will be released regularly and (iv) it will be possible to supply interchangeable and functionally similar parts, components and enhancements at a reasonable price comparable to those available and/or announced at the time of signing the contract.

- 1.2 **New versions:** We are entitled to bring new versions and updates into service, without being obliged to do so.

- 1.3 **Sec. 536b BGB:** Sec. 536b BGB shall not apply in the context of the temporary provision of software.

- 1.4 **Documentation:** You shall provide us with a Documentation in German that contains a correct, complete, detailed, unambiguous and up-to-date description of the ICT Services and their functions. The Documentation must enable us and our users to test and maintain the ICT Services or have them tested and maintained and to easily use all the features of the ICT Services. The Documentation shall always be provided promptly before or at the same time as the delivery of the ICT Services or the test versions of the ICT Services. If the Documentation does not fulfil the above requirements, it must be replaced immediately at your expense.

2. Support and Maintenance

- 2.1 You will train us and the users of the ICT Services in the use of the ICT Services. If we request so, the training shall be carried out by experts that were involved in the implementation and installation.

- 2.2 You ensure that you are able to offer the maintenance of the ICT Services for a minimum period of five years at competitive prices.

- 2.3 If no maintenance is planned, you must provide all necessary cooperation to enable us or a third party commissioned by us to maintain and service the ICT Services after the end of the contract term. For this purpose, you will provide us or the third party commissioned for this purpose with the necessary information (or additional information) at the end of the contract term.

- 2.4 Maintenance and servicing work that may disrupt our business operations must always be carried out outside of our usual working hours. If a disruption of our business operations within the meaning of the preceding paragraph is unavoidable due to the urgency of an immediate removal of defects, you shall notify us promptly before the start of any maintenance.

- 2.5 Maintenance and servicing work includes in particular the preventive avoidance of defects, the detection and removal of defects, the provision of patches and improved software versions and, if agreed, the provision of new software versions. You shall ensure that improved and new software versions are provided in a timely manner. We are not obliged to bring new software versions into service.

- 2.6 As regards systems that replace existing legacy systems or old versions of existing systems or software, you shall ensure that the new system has or exceeds all the positive features (including function and interfaces) of the legacy system. As far as technically feasible, the new software must adopt all settings and data from the old software and function without changing interfaces to third-party systems.

3. Data Security

You shall take appropriate organisational and technical precautions to prevent and limit failures, deficiencies in the provisions of services, data corruption, data loss or other incidents and, if necessary, take additional measures to avoid them. You are obliged to restore any damaged or lost data.

4. Special Conditions for Software

If the services involve the provision of software, the following provisions shall apply additionally and with priority:

4.1 General obligations with respect to software

- (a) Unless otherwise agreed, software shall be provided to us on standard data carriers in a machine-readable object code together with user documentation. The term software also includes websites.

- (b) If we acquire a software in source code form, you shall immediately record any measures carried out on the software within the scope of the warranty in the source code and the manufacturer's documentation; a copy of the updated version must be made available to us immediately. The term "**Source Code**" shall include all materials and/or Documentation in or in addition to the Source Code that are necessary for the correct use, correction and processing of the Source Code, for the installation and implementation, for understanding the setup and structure of any changes made to the software, whether in the form of a Source Code or otherwise.

- (c) To the extent that the services owed also include the further development of the software (e.g. by means of upgrades, updates etc.), the specific further development and installation at our premises shall only take place with our express consent. We are not obliged to use the latest version of the software. If support for the software is owed, this support shall be provided on the respective version until we decide to use an enhanced version. Unless agreed otherwise, the further development of the software itself also includes the further development of the associated adaptations (interfaces, configurations etc.).



insofar as this is necessary for the functionality of the enhanced software in compliance with our requirements.

- (d) We will acquire rights of use to all further developments of software owed within the scope of the warranty or maintenance or on the basis of other commissioning to the same extent as to the underlying software itself. 5.5
- (e) You shall warrant that the software fulfils the agreed or, in the absence of an agreement, the customary market requirements for runtime performance, ergonomics, error tolerance, maintainability and interoperability and is suitable for the use intended or expected by us. 5.6
- (f) If the preparation of a requirements analysis or a functional specifications document is contractually agreed, you shall warrant that (i) the requirements analysis sets out all the important IT processes to be supported, (ii) the requirements analysis examines all necessary interfaces and points out possible problems in compatibility, (iii) the functional specifications document consistently reflects all IT processes to be supported by the contract in the ACTUAL state with their organisational and IT-related weak points resulting from the requirements analysis as well as a TARGET state. 5.7
- 4.2 **Rights of control:** To the extent that a legal right of control exists in your favour, we will fulfil this right by providing information ourselves and, as a matter of principle, will not grant access to premises and systems. Suspicion-based claims for control are subject to the statutory provisions. You shall bear all justified costs incurred by us as a result of a control. A right of control independent of suspicion is not agreed for you.
- 4.3 **Documentation:** You are obliged to hand over the documentation associated with the service in a scope and format in accordance with a standard approved and accepted by us. In any case, you owe a Documentation pursuant to this clause for any individually created software. You shall grant us unlimited rights of use in terms of time, space and content in this respect. We are entitled in particular to make changes to the Documentation, make copies of it and forward it to affiliated companies.
- Return of copies:** If you no longer require individually created objects of use (e.g. to fulfil warranty obligations), you shall return all originals and copies of the objects of use (including the contractual documentation) to us at our request and confirm the complete fulfilment of this obligation in writing. If the copies are stored in digital form, they shall be deleted instead of being returned.
- 4.4 **Source Code for customised software:** If customised software is the subject of the service, you shall hand over the technology to us in machine-readable form on standard data carriers upon delivery of the respective Work.
- 4.5 **Use of open source software**
- (a) If you use open source software ("OSS") for the provision of the ICT Services, you shall inform us in writing before confirming the order whether your deliveries will contain open source components.
- (b) The use of OSS within the scope of the provision of services and in particular the use of OSS as a component of objects of use is only permitted following our written consent. Any consent granted only refers to the OSS component specifically covered by the consent; when requesting consent, you shall specify the relevant OSS component, indicating the version number and the applicable licence conditions.
- (c) Insofar as you use OSS with our consent within the scope of rendering services, you warrant that the rights of use to the objects of use granted or to be granted to us in accordance with this contract and their commercial usability for us are not impaired, in particular that neither the objects of use provided to us (with the exception of the OSS authorised by us for use) nor other software programs of yours are covered by the so-called "copyleft" effect.

5. Special Provisions for Cloud Services

If the services include the provision of services that can be made accessible via the Internet or another network without us being provided with a material carrier ("Cloud Services"), the following provisions shall apply additionally and with priority.

- 5.1 **Content of the service:** The provision of the Cloud Services includes the following:
- (a) establishing connections to the Internet via the Cloud Service and optimising the maintenance of these connections,
- (b) provision of sufficient personnel and machine resources to maintain an optimal functionality of the Cloud Service,
- (c) troubleshooting and ensuring optimum availability of the Cloud Service,
- (d) appropriate security measures to protect the availability, integrity and confidentiality of data, including
- (e) measures which prevent any unauthorised access to and unauthorised modification of data,
- (f) arrangements for backing up systems and data at intervals yet to be determined,
- (g) procurement or provision of fallback services if the Cloud Service cannot be used temporarily or permanently for other reasons or is unavailable, and
- (h) provision of user support.
- 5.2 **Not part of the service:** Unless otherwise agreed, backup, fallback and recovery services as well as data conversions shall not be part of the contract.
- 5.3 **Decommissioning:** You are not allowed to temporarily decommission the Cloud-Service completely or partially for maintenance purposes within the agreed service times.
- 5.4 **Preventive measures:** You shall proactively carry out routine and regular inspections, proactive problem analyses based on reported incidents, error logs and trend analyses. All resulting activities shall be carried out within the framework of innovative

administration. Any specific and other proactive activities must be agreed between the parties in advance before the respective service can be rendered.

Service requests: Additional service requests including requests for advice, technical questions and questions about access, information and support enquiries need to be processed ad hoc in consultation with us.

Your availability: If user support is included in your Cloud Services, you must provide information by telephone or e-mail on the use and function of the contractual software and on the use of the service. Unless otherwise agreed in writing, support is only available between 06:00 am and 10:00 pm (Central European Time).

Provisions applying at the end of the contract

- (a) With respect to the continuous provision of information to us, the parties shall, in the event of a discontinuation of the Cloud Service, immediately agree on the transfer of data and the type of data transfer, the provision of services and/or other necessary administrative activities in order to ensure a continued trouble-free use of the data, the software and/or the Cloud Service by us.
- (b) The Cloud Service shall be continued three (3) months after the end of the contract at the prices invoiced by you at that time unless the continuation of the Cloud Service is no longer reasonable for you.

