

General Terms and Conditions of Purchase for IT Part A – General section (Version 03/21)

1 General

1.1 Validity and conclusion of contract

For services of the contractor in the field of information technology and telecommunication technology, only these General Terms and Conditions of Purchase for Information Technology (“AEB-IT”) shall apply in the current version at the time of the conclusion of the contract. In principle, a contract is concluded by the unconditional acceptance of the client’s order by the contractor. Such acceptance shall also be deemed to have occurred if the contractor commences performance after receipt of the order.

General terms and conditions of the contractor and its suppliers shall not apply, not even as “shrink-wrap”, “click-wrap” or other pre-formulated provisions.

1.2 Group companies of cellcentric GmbH & Co. KG
Each group company (Section 15 et seq. German Stock Corporation Act [AktG]) of cellcentric GmbH & Co. KG (“cellcentric”) can be a client according to these AEB-IT.

Group companies may join a contract, for example, by placing an order with reference to a contract. Clients may withdraw from a contract if remaining clients assume their obligations. Contracts can also be transferred between group companies by the client. The contractor may terminate the contract in each case if it becomes unreasonable for him.

The granting of non-exclusive rights of use shall always also include the authorization to exercise the rights of use by group companies or by third parties solely for the purposes of the client and the group companies.

The granting of exclusive rights of use shall always also include the right to transfer the rights of use to Group companies and to third parties and to sub-license them accordingly.

1.3 Order of precedence

Unless otherwise expressly agreed, the following are included in the contract in the order of precedence:

1. the accepted order of the client (contract) with its Annexes,
2. the special provisions of the AEB-IT (Parts B - M) with their Annexes,

3. these general provisions of the AEB-IT (Part A) with their Annexes,

4. the general terms and conditions of purchase of cellcentric, as well as

5. the technical performance specification of the contractor’s offer (except for commercial and legal content).

2 Organization of service provision

The contractor shall perform the services within the scope of its own responsibility. Only he has the authority to issue instructions to assigned employees. The contractor shall ensure that the personnel employed by it is not integrated into a company of the client or a group company. Employees deployed by the contractor shall not enter into an employment relationship with the client, even if they perform services there.

Before the start of the service, the contractor shall name a responsible contact person to the client; a change of contact person shall be announced in good time. In the case of services at the client’s premises, the contractor shall comply with the security regulations and information security guidelines applicable there, which the client shall make available to it upon request. When accessing information and telecommunication technology of the client, the contractor shall observe without fail information security guidelines applicable to it, in particular, including in the case of remote access.

The contractor undertakes to also comply with any further-reaching or amended guidelines provided by the client. This shall not apply insofar as this is unreasonable for the contractor, and the contractor has objected to the directive in writing to the client immediately after becoming aware of it, stating the relevant reasons.

Upon termination of the contract, access rights of the relevant personnel of the contractor to systems and premises of the client under the contract shall end. The contractor shall return any badges and other items provided for authentication (e.g. tokens, smart cards) received at the same time.

3 General performance obligations

3.1 Service provision

The contractor shall provide services in accordance with the technical and quality standards recognized at the time of the conclusion of the contract.

Hardware must be CE-certified and delivered in accordance with valid VDE and UVV regulations. Software must be provided in compliance with GoDV and relevant quality standards. Deliveries shall be comprehensively inspected and tested before being made available.

3.2 Checking for malware

The contractor shall examine deliveries and services, as well as all data carriers used within the scope of the provision of services or electronically (e.g. via e-mail or data transfer) transmitted deliveries and services, for malware (e.g. Trojans, viruses, spyware, etc.) using the latest testing and analysis procedures before provision or use and thereby ensure freedom from malware. If malware is detected, the data carrier must not be used. If the contractor detects malware at the client's premises, it shall inform the client thereof without delay. The same obligations apply to any form of electronic communication.

3.3 Payments to employees

The contractor undertakes to grant the minimum wage stipulated within the framework of the statutory and collectively agreed provisions, in particular, the German Employee Posting Act (Arbeitnehmerentsendegesetz) and the relevant collective bargaining agreements, as well as agreed supplements – including contributions to social insurance, labor promotion and expenses for social security to employees and marginal part-time employees.

3.4 Place and time of performance

Services are to be provided at the agreed place of performance on the agreed date. Otherwise, the risk of price and performance shall not pass to the client.

3.5 Use of so-called "open source software"

The contractor is not permitted to include so-called "free software" or "open source software", i.e. software that can regularly be obtained free-of-charge and open source (OSS), in software developments for the purpose of fulfilling the contract. This also applies if their license and usage conditions expressly permit the use of this OSS for software development in original, modified, derived or other form.

The use of OSS may be permitted in individual cases if the contractor (i) requests the use of an OSS in writing to cellcentric, (ii) submits the associated

license and usage terms, (iii) communicates the reasons (advantages/benefits) for the use of OSS and (iv) cellcentric consents in writing to the use of such OSS for the performance of the contract.

Any use of OSS without cellcentric's prior written consent shall be deemed a material breach of contract. If a contractual service of the contractor contains OSS not released by cellcentric, this contractual service is considered defective.

4 Participation of the client

4.1 Participation

The client shall provide the necessary cooperation in good time, insofar as this has been agreed in the contract.

4.2 Right of access

In case of services on the premises of the client, the client shall grant the contractor the necessary access to the premises after prior agreement.

4.3 Documents

The client shall provide the contractor with requested documents or information – if available – by the agreed deadlines. If information or documents cannot be obtained or disclosed due to third party rights, this shall not constitute insufficient cooperation. Any resulting additional costs shall not be borne by the contractor.

All technical equipment, documents, information or data carriers provided by the client may only be used for the contractual services. These shall be returned by the contractor after execution of the order, including any copies made, or destroyed in accordance with clause 7.1 of these AEB-IT; this shall be confirmed to the client in writing upon request. A right of retention to data, information or documents and other working materials is excluded.

4.4 Duty to give notice of defects

The contractor shall immediately give written notice of any insufficient participation on the part of the client. Otherwise, the client shall not be in default with them and the contractor shall not be entitled to invoke failure to properly cooperate. The client shall only be responsible for insufficient or delayed cooperation insofar as it is responsible for such.

5 Changes in performance

The client may request changes to the contractual services at any time. The contractor may object to

the change request insofar as the implementation of the change request is unreasonable for it. If the contractor incurs additional expenses as a result of changes, the contractor may demand a reasonable adjustment of the term, as well as the remuneration according to the agreed rates, which shall be recorded in writing. If no agreement is reached, the client may terminate the contract for the specific service to be changed without notice if it is unreasonable to expect the client to adhere to it without the requested change.

6 General remuneration provisions

6.1 Basis of remuneration

The basis for the contractor's claims for remuneration shall always be the client's written order accepted without reservation by the contractor, or a written contract between the parties. If payments are made by the client, this does not imply approval of deviations from the order.

Any claim to remuneration in excess of the order requires a prior written order by the client, and accepted without reservation by the contractor.

6.2 Travel and incidental expenses

If the reimbursement of travel costs, incidental costs and expenses is agreed upon, the "cellcentric travel and incidental costs regulation" shall apply.

6.3 Remuneration in the event of premature termination of the contract

If the client terminates a contract prematurely in whole (or in part), it shall remunerate the services duly rendered up to the date of termination, provided the contractor is not responsible for the termination. The contractual services rendered up to the termination date shall be handed over to the client in accordance with the contractual provisions. Further claims of the contractor do not exist in these cases.

6.4 Invoices

Payments shall be made only on the basis of invoices to be issued by the contractor in accordance with the relevant statutory provisions. Invoices must be sent to the billing address specified in the order.

If necessary information of the client for invoicing is not available in time, the contractor shall notify the client thereof without undue delay. This is the following information:

- a) The call-off number for billing or, if not available,
- b) The ordering party's order number or, if the ordering party does not use an electronic purchasing system,
- c) Corresponding order data (as a minimum, client contact person, organizational unit, plant, phone no., account assignment and/or cost center).

Invoices for services shall be accompanied by the proof of performance signed and approved by the responsible employee of the client.

6.5 Tax clause

All forms of remuneration are subject to the addition of any German value-added tax owed by law.

Other taxes can only be charged in addition to the agreed remuneration if they are tax neutral for the client, i.e. can be deducted by the client from his tax liability.

The contractor and client shall endeavor to take all measures to achieve a possible reduction or elimination of taxes that may be incurred in connection with this agreement in accordance with national regulations, as well as in accordance with the agreement for the avoidance of double taxation between the country in which contractor has its registered office and the country in which client has its registered office ("agreement"), if such an agreement exists.

All taxes and duties of any kind incurred in connection with payments by the client and imposed on the contractor by tax authorities shall be borne by the contractor. All taxes and duties of any kind imposed on the client in connection with payments made by the client in the country in which the client is domiciled shall be borne by the client. The preceding sentence shall not apply to taxes on income imposed or to be withheld in accordance with national regulations and with the agreement, if any.

Furthermore, the contractor shall fulfill all necessary tax obligations in connection with the provision of services or deliveries in the respective country, and shall provide the client or a Group company or third party designated by the client with all necessary evidence required to ensure that the Group company or third party receiving the services or deliveries via the client can also provide the payment of the remuneration agreed with the client. The contractor shall ensure that these

requirements are also met by the subcontractors engaged by it.

6.6 Retention and set-off

The contractor may only declare a right of retention or a right to refuse performance or a set-off insofar as the counterclaim has been legally established, is not disputed or has been affirmed in court proceedings ready for a decision.

6.7 Retentions and accidental loss

The client may withhold forfeited contractual penalties, damages caused by delay, additional expenses or any agreed securities from the contractor's remuneration to a reasonable extent. The contractor shall not be entitled to remuneration if the performance has been lost before the risk has passed to the client.

7 Confidentiality/data protection/information security/retention

7.1 Secrecy

The contractor shall treat the information and knowledge obtained from the client in the course of the cooperation – in particular, company and business secrets – of a technical, commercial or organizational nature, for example, as confidential, and shall not exploit such information or knowledge itself or make it available to third parties for the duration of or after the contractual relationship.

All information obtained from the client or its Group companies or created within the scope of the order, including the work results, shall be returned by the contractor to the client after execution of the order, including all copies made, or shall be deleted and/or destroyed at the client's request. In case of deletion and/or destruction, reconstruction of the information must be impossible. The complete return or deletion and/or destruction shall be confirmed to the client in writing upon request.

This obligation to maintain secrecy shall not apply to information that is lawfully in the public domain or otherwise lawfully obtained – including from third parties – as well as independent developments of the contractor outside the scope of the services provided to the client. The contractor shall be responsible for providing evidence of these prerequisites.

Statutory and official disclosure obligations remain unaffected. Confidential information of the contractor may be transmitted by the client to

Group companies and its vicarious agents subject to a confidentiality obligation.

Insofar as special legal requirements apply to financial services, for example, with regard to banking secrecy, these shall be observed by the contractor.

7.2 Data protection

The contractor is obligated to comply with all provisions of data protection law as amended from time to time. The contractor shall ensure that the employees are aware of data protection obligations and only process personal data on the instructions of the Controller. Proof of the assurance of this obligation shall be submitted to the client or its data protection officer upon request.

Upon request, the contractor shall inform the client of the name(s) and contact details of the contact person(s) for data protection and information security.

If personal data is processed by the contractor outside the European Economic Area (EU states plus Iceland, Liechtenstein, Norway) or a state for which the EU Commission has not determined an adequate level of data protection, or if personal data is accessed by the contractor from states that are outside the European Economic Area and no adequacy decision has been issued by the EU Commission, the contractor undertakes to agree the relevant EU standard contractual clauses, or the data processing must be subject to binding corporate rules that are deemed sufficient by the competent supervisory authority with regard to the adequacy of the level of data protection.

7.3 Information security

The contractor undertakes to immediately and effectively secure all information and data of the client against unauthorized access, modification, destruction or loss, unauthorized transmission, other unauthorized processing and other misuse in accordance with state-of-the-art technological standards. When backing up client data, all precautions and measures in accordance with the current and recognized state-of-the-art technological standards must be observed, in order to archive and restore data files in a loss-proof and legally secure manner at all times. In all other respects, the Annex "Basic requirements for information security" applies.

7.4 Storage

The contractor's obligation to store documents shall end 10 years after termination of the contractual relationship or 6 months after delivery of the written request to the respective client to collect the documents, unless the client requests the contractor to destroy them.

8 General performance disruptions and default

8.1 General

Dates and delivery periods agreed in writing are binding. The client must be informed immediately of any impending delay.

8.2 Delivery and delay in delivery for purchase and work contracts

Only the actual delivery of the contractual service at the agreed place of performance on the agreed date shall be decisive for the timeliness of the services. If the contractor is in default with the performance, the client may withdraw from the contract and demand damages instead of performance even after the fruitless expiry of a reasonable grace period.

8.3 Additional expenses for the client

In the event of delay, the contractor shall also compensate the client for any additional expenses incurred as a result. Further claims of the client remain unaffected.

9 Liability for defects

9.1 Liability for material defects

9.1.1 Material defect

An item is only free of material defects if it has the quality owed at the time of transfer of risk, in particular, if it has the agreed quality. Insofar as the quality is not agreed, an item is deemed to be free of material defects if it is suitable for the contractually presumed use without restriction, and corresponds at least to the specifications in its documentation.

A material defect shall also be deemed to exist in the event of improper installation by the contractor, if the description or installation instructions or the operating, use or maintenance manual (collectively "Documentation") is defective, or the performance does not comply with the currently recognized state-of-the-art technological standards at the time of delivery. It is equivalent to a material defect if the

contractor delivers a different performance or an insufficient quantity.

9.1.2 Defects not recorded during acceptance or handover

If an acceptance or handover protocol has been drawn up after the handover of services, the contractor shall immediately remedy any defects recorded therein. Defects not recorded in the acceptance or handover protocol shall be remedied by the contractor without delay and free of charge after notification by the client within the limitation period. The client shall also be entitled to claims for improper performance if he has not reserved known defects in the acceptance declaration.

9.1.3 Limitation

The limitation period for material defects is 2 years from acceptance or handover. The limitation period shall be suspended by a notice of defect given by the client.

9.2 Liability for defects of title

9.2.1 Third party rights

The contractor shall provide its services free of third party rights. In particular, the exercising of the rights of use which the contractor has undertaken to grant may not be impaired by the rights of third parties.

9.2.2 Assertion of claim and defense by client

Should third parties assert claims against the client due to the infringement of rights, the contractor shall indemnify the client against these claims and shall assume their defense at its own expense. The client shall inform the contractor immediately of any third-party claims. If the contractor does not defend against such claims (or does not defend against them to the required extent), the client reserves the right to take all defensive measures.

The client shall provide the contractor with the information and documents available to it for the defense against such claims.

The contractor shall reimburse the client for the costs incurred by the latter in connection with the defense against said claims, unless they are reimbursed by the third party.

9.2.3 Defense options by the contractor

In the event of an infringement of property rights, the contractor may – at its own discretion – modify the relevant performance or replace it with another performance in such a way that the rights of third

parties are no longer infringed, but the agreed use of the affected performance continues to be guaranteed without restriction, or procure for the client a right to continue using the performance. Any additional expenses incurred by the client as a result shall be reimbursed by the contractor. If the contractor is no longer able to fulfill its performance obligations in accordance with the contract due to the infringement of rights, the client may withdraw from the contract relating to the infringement of rights.

9.2.4 Statute of limitations for defects of title

The limitation period for claims based on defects of title shall be two years and shall commence at the end of the calendar year in which the claim arose and the client becomes aware of the infringement of the property right and the entitled claimant (or should have become aware thereof without gross negligence). The limitation period shall be suspended by a notice of defect given by the client.

10 Liability

10.1 Legal liability

The statutory provisions shall apply to the liability of the contractor and the client.

10.2 Losses from Group companies

In addition to compensation for its own damages, the client may claim compensation for damages of other Group companies by performance to itself as if the damages were the client's own damages.

11 Client's extraordinary right of termination in continuing obligations

Either party may terminate a continuing obligation without notice or withdraw from the contract for good cause.

In particular, good cause shall be deemed to exist if insolvency proceedings against the assets of the respective other party have been rejected for lack of assets.

In addition, the following shall be deemed to be good cause for the client if

- a) the execution of the order is recognizably endangered by the contractor's inability to perform, or
- b) the contractor discontinues its services, or
- c) the contractor or its legal successor does not provide the service in accordance with the contract

despite a reminder with a reasonable grace period, or

d) facts become known which give rise to the presumption of bogus self-employment on the part of the contractor.

12 Assignment of subcontractors, involvement of third parties

12.1 Assignment of subcontractors

12.1.1 The contractor shall only be entitled to subcontract the performance of said services in whole (or in part) with the prior written consent of Purchasing at the client.

12.1.2 The client's consent to subcontracting may be conditional and is revocable. The client shall be entitled to revoke the agreement with immediate effect, in particular, if it should become apparent in the course of a status determination procedure by means of a hearing or decision of the German Pension Insurance Fund that a dependent employment relationship with the subcontractor has been determined (or is to be assumed).

12.1.3 The contractor shall oblige the subcontractors used in accordance with its own obligations vis-à-vis the client, in particular, with regard to confidentiality and data protection.

12.1.4 The contractor shall be obligated to ensure contractually vis-à-vis its subcontractors and to provide evidence upon request of the client that subcontracting to sole proprietors and partnerships under civil law (GbR) as further subcontractors (sub-subcontractors) is excluded, insofar as the performance of the service is or is to be carried out in whole or in part by a client (owner of a sole proprietorship or partner of a GbR).

12.1.5 The contractor shall ensure that the prohibition of use in clause 12.1.4 is complied with in the entire chain of all further subcontractors.

12.1.6 The contractor warrants that each of its subcontractors and other subcontractors in the entire chain complies with the statutory minimum wage requirements with respect to its employees.

12.1.7 The contractor shall disclose to the client at any time upon request throughout the entire chain which subcontractors are and were used for the complete or partial fulfillment of the contractual performance obligations incumbent upon it vis-à-vis the client.

12.1.8 The contractor shall be liable to the client for the fault of the subcontractors and vicarious agents engaged by it as for its own fault.

12.1.9 If the contractor breaches any of the aforementioned obligations, warranties or reservations of consent in clauses 12.1.1 - 12.1.7, the contractor shall be liable to the client for all resulting damages. Furthermore, the parties agree that a violation of the contents of this clause 12.1 constitutes an important reason entitling the client to terminate the existing contract with the contractor without notice.

12.2 Involvement of third parties (including subcontractors)

12.2.1 The contractor shall ensure that third parties engaged by it also directly provide the client with the information and documents necessary and useful for the performance of the contract and provide the client with information on questions relating to the performance of the contract without undue delay upon request.

12.2.2 The contractor may only use foreign employees subject to work permit requirements for the performance of its contractual services, if they are employees of the contractor. Furthermore, it is a prerequisite that these employees are in possession of a residence and work permit that is valid for the spatial and temporal area of the work to be performed. The contractor shall satisfy itself of the existence of these requirements prior to any activity of these employees.

12.2.3 The contractor shall inform the client if the competent authorities start an investigation against the contractor due to a violation of the provisions of the law on work permits or residence permits or due to a violation of the law on the posting of employees.

12.2.4 Any use of third parties shall only be permitted with the prior written consent of the client if personal data is to be processed outside the European Economic Area (EU states plus Iceland, Liechtenstein, Norway) or a state for which the EU Commission has not determined an adequate level of data protection or if personal data is accessed from states located outside the European Economic Area, or a state for which the EU Commission has not determined an adequate level of data protection. Consent is conditional on the third party committing to comply with the relevant EU standard contractual clauses or the data processing is subject to binding corporate rules that are

deemed sufficient by the competent supervisory authority with regard to the adequacy of the level of data protection. Engaged third parties are vicarious agents of the contractor. The contractual agreements between the contractor and the third party shall be drawn up by the contractor in such a way that they correspond to the agreements in the contractual relationship between the client and the contractor pursuant to clause 7.

13 Cooperation with other companies

The provision of services for the client may require cooperation with companies that have been commissioned with further (partial) services. The contractor shall cooperate with these companies in a spirit of partnership for the best possible execution of the order for the client and, if necessary, exchange information relevant to the order with them, taking into account clause 7.

14 Client as reference and logo use

The parties will not publicly report on contracts and will keep them confidential. The contractor is not entitled to use the name, company logo or registered trademarks or samples of the client as a reference, either online or offline, unless the client gives its written consent to do so.

15 Miscellaneous

15.1 Export regulations

The contractor shall be obliged to inform the client if the goods provided (including software and technology) are covered by export control goods lists (e.g. Common Military List, Annex I of the EC Dual Use Regulation 428/2009, U.S. Commerce Control List) in accordance with German, EU or U.S. export control law, as well as the national export control law of the country of origin of the goods.

If the goods provided constitute "U.S. goods"* within the meaning of U.S. export control law (= items subject to the EAR or subject to the ITAR), the contractor shall inform the client thereof at the latest upon delivery. If the goods provided contain U.S. content, the contractor is also obligated to provide the value (usual purchase price or current market price) of the U.S. content in total, as well as the applicable export control classification (ECCN XXXX or EAR99), provided this information is available to the contractor. In order to fulfill the aforementioned notification obligations, the contractor shall notify the relevant export list numbers (e.g. position of the German export list or Annex I of the EC Dual-Use Regulation 428/2009,

Export Control Classification Number [ECCN], U.S. Munitions List [USML] etc.) and, if applicable, the value of corresponding U.S. portions in the goods of the relevant goods positions, stating the cellcentric part number (if available or known) to the client's Central Export Control (mail to: Long-term-supplier-declarations@cellcentric.net).

In addition, the contractor is obliged to inform the client immediately of any changes in connection with export control-relevant data of delivered goods. Questions in this connection should be addressed to the above e-mail address. The contractor shall compensate the client for any damage caused by a breach of this duty to inform.

15.2 Compliance

The contractor shall not commit any acts (or shall refrain from any acts) that may lead to criminal liability for fraud or breach of trust, insolvency offenses, offenses against competition, granting of advantages, acceptance of advantages, bribery, corruptibility or comparable offenses by persons employed by the contractor or other third parties. In the event of a breach of this provision, the client shall be entitled to withdraw from or terminate all legal transactions with the supplier without notice and to break off all negotiations. Without prejudice to the foregoing, the contractor shall comply with all laws and regulations affecting it and the business relationship with the client.

15.3 Notification in the event of insolvency and impending insolvency

The contractor shall inform the client in good time of any impending or existing payment difficulties or any possible or filed insolvency.

15.4 Transfer of rights

Any transfer of rights and obligations of the contractor shall only be permissible with the written consent of the client. This shall not apply to transfers to group companies of the client. Section 354a German Commercial Code (HGB) remains unaffected.

15.5 Severability clause

Should individual provisions of these AEB-IT be or become invalid, unenforceable or otherwise contain loopholes, the remaining provisions shall remain in effect. The parties undertake to replace the invalid, unenforceable or missing provisions with such valid provisions that come as close as

possible to the sense and economic purpose as well as the intention of the parties.

15.6 Written form requirement

There are no agreements between the parties that deviate from or go beyond the written contracts. Amendments and supplements to a contract as well as its cancellation must be made in writing. This also applies to a waiver of the written form requirement and its amendment. The client shall only accept offers of the contractor expressly and in writing; a lack of response shall not be deemed as a tacit acceptance.

The written form within the meaning of these General Terms and Conditions shall only be deemed to have been complied with if a signed declaration is sent by post in the original or by fax. In addition, only the transmission of documents via cellcentric's electronic Purchasing system (as far as this is used by the contractor) is sufficient for the written form. The written form cannot be maintained beyond this, in particular, not by electronic form or text form.