

General Terms and Conditions of Purchase for IT Part K – Licensing of Content for Mobile Apps

(Version 03/21)

1. Subject matter of the contract/scope of services

1.1 General

These special provisions of AEB-IT (Part K) as amended at the time of conclusion of the contract shall apply to the licensing of content for mobile apps together with the general provisions of AEB-IT (Part A) as a uniform part of the contract.

1.2 Content provision and licensing

The contractor provides the client with certain information and materials (“content”) online, transfers and licenses this content, including so that the client can pass the content on to customers and/or group companies of cellcentric GmbH & Co. KG (“group companies”). This also includes ongoing content updates by the contractor during the term of an order and any transition period, unless otherwise expressly agreed in the order.

1.3 Order of content by client

The client shall order the content from the contractor using the attachment “Scope of license for mobile app content” (“order form”). The contractor is obliged to accept such orders, unless they contradict agreed conditions and regulations. An order shall be deemed to be accepted unless the contractor expressly objects within 5 working days of receipt.

2. Licensing

2.1 Licensing of the content for apps

Upon acceptance of the order, the contractor grants the client and group companies a non-transferable, non-exclusive license for the term specified in the order form for access, storage, use, modification, distribution, public performance, public display, reproduction and exploitation of the content for its provision in apps, and for online retrieval through apps that can be used by users worldwide. The license also includes access to, use and adaptation of

the content for purposes of redistribution and making the content available to users in mobile apps through all distribution channels (“platform”). This also includes agreed ongoing updates of content during the term of an order and a transition period.

2.2 Use also with other content

The client and any third party processing the content on behalf of the client shall be entitled to modify, adapt, juxtapose, combine and use excerpts of the content in connection with its own (or other) content, and to make the modified, adapted, juxtaposed, combined content and/or excerpts thereof available to users via mobile apps.

2.3 Use of the content for further purposes

In addition, the client, the group companies and all merchants of cellcentric fuel cell systems are entitled to use the content free of charge for presentation and marketing purposes, as well as for the description of content in user manuals, and to additionally label the content with their own brand (“co-branding”).

2.4 Obligation to pay users for content

The client and the group companies may, at their discretion, charge users a fee for providing the content.

2.5 Use for the users’ own purposes

The contractor confirms that users are entitled to use the content provided by the client or a group company in or in connection with an app for their own purposes.

3. Delivery and provision of content

3.1 The contractor shall deliver the content and/or provide the content during the term and in accordance with the respective order in accordance with this clause 3.

3.2 The client acknowledges that details of the content are likely to require variation or

modification from time to time. For this purpose, the procedure pursuant to section 3.3 is agreed, whereby the contractor may initiate and implement modifications or changes.

3.3 If any modification or change to the content is required that (i) materially alters the content or (ii) jeopardizes the availability, performance or quality of the content, the contractor shall give the client ninety (90) days' prior written notice and, if the modifications or changes are initiated by third party providers, as soon as practicable, written notice and the details of the modification or change. If the client does not object in writing within thirty (30) days after receipt of the information about the proposed variation or change, the proposed variation or change shall be deemed accepted. The client shall not be entitled to object to any variations or changes if they are required by applicable law, governmental orders or for technical reasons, or if the variations or changes constitute an upgrade of the content. In particular, the client may object if the modifications or changes require significant investments by the client or group companies, or jeopardize the availability, performance or quality of the service or content for customers, drivers and/or owners.

3.4 The contractor is obligated to use industry-standard and appropriate standard procedures for data backup.

3.5 Contractor shall continue to deliver and/or provide the content for at least three (3) years after the end of the term of an order, regardless of the reason for termination, to users of apps who purchased the content from the client or a group company prior to the end of the term of the order (in the "transition period"). The content is to be delivered or provided in each case with the status according to the order. These AEB-IT Part K and the order form shall then apply accordingly to this content.

4. Terms of use

4.1 The contractor and client agree that users do not have to accept any separate (end) user license agreements of contractor. The right of

the users to use the content is to be granted by the license according to clause 2.

4.2 Users should use the content only for the purposes described in clause 2.5. However, the contractor acknowledges that the client does not have the technical means to restrict or prohibit the use of the content by users for other purposes, and that client shall not be liable for any prohibited use or use not provided for in the scope of the license.

5. Data protection

5.1 The contractor is obliged to comply with applicable data protection and privacy regulations.

5.2 The contractor warrants that it will not use cookies or other technical means to transfer personal data (including localization data) from the app.

6. Support

During the term of the order and during a transition period, the contractor shall provide support under the contractor's usual terms and conditions to client, but not directly to the users of apps.

7. Warranty

7.1 Each party warrants that it has the right, prerequisites and authority to enter into the respective order.

7.2 During the term of an order and a transition period, the contractor shall provide and/or deliver the content in accordance with the provisions of these AEB-IT Part K and the respective order.

7.3 The contractor warrants that the use of the content and its services in accordance with these AEB-IT Part K, and the respective order in the area described therein does not infringe any third-party rights.

7.4 The contractor warrants that the content and its services comply with the requirements of applicable law in the area described in the order.

7.5 The contractor warrants that, during the term of an order and any transition period, the content and its services will not contain any offensive, sexually explicit, racist or abusive components, or any components that are contrary to good moral behavior in the area described in the order.

8. Remuneration and payments

The client shall remunerate the content and services according to the specifications of the order. This covers all contractual services including licensing and support.

9. Term and termination

9.1 The term for the respective content results from the order.

9.2 These special conditions of AEB-IT (Part K) – including the licensing contained herein – shall apply accordingly throughout.