

## General Terms and Conditions of Purchase for IT Part E – Purchase of Standard Software

(Version 03/21)

### 1. Subject matter of the contract/scope of services

#### 1.1 General

These special provisions of the AEB-IT (Part E), which are valid at the time of conclusion of the contract, shall always apply to the purchase of software together with the general provisions of the AEB-IT (Part A) as a single part of the contract.

#### 1.2 Software

The contractor shall deliver and transfer to the client the software programs designated in the order together with the associated documentation (collectively “software”) for permanent use.

#### 1.3 Documentation

The software shall be supplied with documentation in German (for German-speaking locations) or English in printed or printable form. This documentation, in particular, on installation, use, operation, as well as maintenance, forms part of the primary performance obligation. The documentation must be sufficient to allow an average user to use the software without assistance from the contractor. Supplied operating manuals must enable an IT specialist to install, operate and maintain the software.

The contractor shall provide the client with a sufficient amount of up-to-date documentations so that the group of persons authorized to use the software can use it to the agreed extent without further ado.

#### 1.4 Briefing

During the test and trial operation to be carried out, the contractor shall instruct and support the client to the extent necessary.

#### 1.5 Installation

If agreed in individual contracts, the software shall be installed, integrated and/or configured by the contractor and handed over to the client

ready for operation. In this case, it shall be incumbent on the client to provide system requirements necessary for proper installation of the software on the delivery date, if the contractor has communicated these in writing prior to conclusion of the contract.

#### 1.6 Purchase price

Services pursuant to clause 1.2 to clause 1.4, as well as clause 2, are included in the purchase price for the software; this shall also apply to clause 1.5, provided that the installation has been agreed upon in an individual contract.

#### 1.7 Additional services

If an adaptation, parameterization, extension or supplementation of the software or a more extensive implementation in the existing system landscape is required for use by the client, these services shall be agreed separately in the order. The special provisions for individual software development, maintenance and adaptation (AEB-IT (Part H)) shall apply to these services.

## 2. Delivery

The contractor shall deliver the software to the client in an executable form in object code on commercially available data carriers.

If the client no longer has an executable version of the software due to loss, accidental deletion or similar events, the contractor shall provide a replacement free of charge.

If the parties agree that the delivery also includes the source code of the software, it shall be delivered together with the complete development documentation and the development tools therefor. The software shall then be deposited in accordance with the “Storage agreement” attached hereto. If the source code is not part of the scope of delivery, the contractor shall ensure the fulfillment of the contract by taking appropriate measures.

### 3. Rights of use

#### 3.1 Granting of rights in perpetuity

Upon delivery of the software, the contractor shall grant the client a non-exclusive, irrevocable, permanent right to use the software, which shall not be limited in terms of space or content. Unless otherwise agreed, the date of confirmation of receipt shall be deemed the start of use.

Duplications of the software for its contractual use are permitted. The permitted use also includes the saving incl. necessary installation on EDP systems, the loading and execution, as well as the processing of proprietary data stocks. The right of use includes, in particular, the right to process and develop programs running together with the software by third parties for the client, in particular, to establish interoperability with neighboring systems and programs, among others.

#### 3.2 Group right of use

The client shall be entitled to provide group companies of cellcentric GmbH & Co. KG (sections 15 et seq. German Stock Corporation Act [AktG]) to use the software or individual programs, and to have them use the software, as far as the client is entitled to use the software himself.

A grant of non-exclusive rights of use always includes 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.

This also applies to the client's right to transfer the rights of use to group companies and to third parties.

The client may also have the rights of use to the software together with the documentation exercised by a third party at another location and on systems not belonging to the client or the group companies for the purposes of the client or the group companies, for example, in a third-party computer center.

The rights to which the client is entitled under this section 3.2 shall not lead to an increase in

the sum of contractually agreed permitted user numbers, the permitted number of installations or the permissible intensity of use.

#### 3.3 Contract entry

Other group companies may join this agreement and acquire additional rights to use the software under the terms of this contract. If a granting of rights of use going beyond the passing on (or sub-licensing) is required for this purpose, the contractor shall grant the required right of use to the acceding group company on the basis of the terms and conditions of this contract, in accordance with an order to be agreed separately.

If necessary or desired by the client, this may also take the form of a group company concluding an agreement with a group company of the contractor, the content of which shall be governed by this contract.

#### 3.4 Updates, new versions

If the contractor provides the client with corrections, patches, updates, upgrades, new versions or similar, as well as the respective updated documentation for these (collectively "Updates"), which replace or supplement previously provided software, these shall also be subject to the provisions of this contract.

If the contractor provides a new version of the software, the provisions for the last software provided shall apply accordingly to the scope of the client's right of use. Unless otherwise agreed, the contractor may not derive any additional remuneration from this.

The client shall not be obliged to accept the installation of upgrades or new versions of the software by the contractor if the adoption of the current version is unreasonable for the client, in particular, due to a conversion effort associated with the adoption or other conversion risks (e.g. instability of the system).

#### 3.5 Rights to work results

All work results, in whatever form, which arise during (or in connection with) the use of the software, are the property of the client. Work results in this sense are all data or documents

that are created in the course of using the software. The client is entitled to all current and future rights of use and exploitation. The contractor shall not be entitled to use these work results beyond what is necessary for the contractual performance of services.

### 3.6 Special access licenses

If the use of the software is dependent on the provision of special access tools or devices or special licenses, the contractor shall provide these in sufficient quantity. If the provision of such access tools or devices or licenses is insufficient for the purposes of the client, and if the contractor was able to recognize this at the time of the conclusion of the contract, the contractor shall provide the quantity of such access tools or devices or licenses required for the client free of charge.

### 3.7 Backup/archiving

The client may make and use copies of the software for backup and archiving purposes to the extent required.

The client may copy software obtained by way of online download onto data carriers. Rights are also then exhausted as in the case of an acquisition on a data carrier.

### 3.8 Right to edit

The client shall be authorized to make changes, extensions and other modifications to the software pursuant to section 69c no. 2 German Copyright Act (UrhG) if it first grants the contractor two attempts to remedy the defect. The client shall not be entitled to any rights of use and exploitation of its own to the adaptations beyond the scope of the contract.

The client is entitled to decompile the software within the limits of section 69e German Copyright Act (UrhG). Upon written request, the contractor shall provide the client with the data and information required to establish interoperability with other hardware and software.

### 3.9 Third-party license terms

If third-party license provisions apply in connection with the contractor's software delivery that must be observed by the client when using the software, these must be handed over to the client in full in printed or printable form with the contractor's offer. If this is not done, only the rights of use pursuant to these special provisions of AEB-IT (Part E) shall apply.

## 4. Delivery location/delivery dates

The software shall be delivered at the agreed place of performance (place of use) on the agreed date. Otherwise, the risk of price and performance shall not pass to the client.

## 5. Receipt of the services

Before handing over the software to the client, the contractor shall first check the software to be delivered itself as to whether it meets the contractually required requirements and contains the functions specified in the product description or specification.

The software shall be delivered complete with the agreed scope of functions, the documentation and all other documents required for use in a ready-to-use condition. In a test and trial operation, the software is checked for completeness and its functions in accordance with the order and the documentation supplied. The contractor shall support the client in this process. In the event of material defects during the test and trial operation, the contractor shall deliver another, defect-free software or, at the client's request, remedy the defects in the software. If there are no significant defects, the client confirms acceptance of the software. With this confirmation, the price and performance risk are transferred to the client.

## 6. Performance deficiencies

The client shall notify the contractor immediately of any defects occurring during the warranty period; the period for this shall be at least two weeks either after receipt – in the

case of obvious defects – or after discovery of hidden defects.

The contractor warrants that the contractual performance complies with the applicable statutory provisions upon receipt.

A defect in the documentation exists if a reasonable user with the knowledge normally to be expected for the software's application cannot either understand the operation of individual functions with the aid of the documentation with a reasonable amount of effort, or cannot solve any problems that arise.

#### 6.1 Subsequent performance

The contractor shall remedy defects by delivering an improved version. As a short-term measure, the contractor may, in consultation with the client, provide a reasonable substitute or workaround solution to temporarily remedy or circumvent the effects of a defect. The obligation to completely remedy defects within a reasonable period of time shall remain unaffected. The same applies to deficiencies in the documentation. The client shall cooperate to a reasonable extent in the analysis and elimination of defects.

#### 6.2 Reduction, withdrawal

In the event of failure to remedy the defect or if a reasonable grace period granted to the contractor expires unsuccessfully, the client may, at its option, reduce the remuneration or withdraw from the entire contract. If the client withdraws from the contract, it shall pay the contractor an appropriate usage fee for the period up to that point, taking into account the defective nature of the software, on the basis of a linear four-year amortization.

#### 6.3 Reimbursement of expenses, damages

Further claims, including claims for damages or reimbursement of expenses, shall remain unaffected.

### **7 Software maintenance**

Insofar as maintenance services have also been agreed, the contractor shall keep the software

in line with the current and recognized state-of-the-art technological standards, and free of malfunctions, and shall remedy any defects that occur. The special provisions on "Software Maintenance" (AEB-IT Part F) shall apply to these services.

In the event of withdrawal from the software purchase agreement for the software, all software maintenance shall also automatically end. After the expiration of the software's warranty, only the termination of the software maintenance is possible. This applies accordingly to individual programs of the software.