cellcentric GmbH & Co. KG

General Terms and Conditions of Purchase for IT Part F – Maintenance of Software (Version 03/21)

1. Subject matter of the contract/scope of services

1.1 General

These special provisions of the AEB-IT (Part F) as applicable at the time of conclusion of the contract shall always apply to the maintenance of software together with the general provisions of the AEB-IT (Part A) as a uniform part of the contract.

1.2 Software

The contractor shall take over the maintenance for software programs, as well as the documentation (together "Software"). The software to be maintained is described in the order.

1.3 Maintenance services

During the term of the contract, the contractor shall maintain the software in a condition suitable for use in accordance with the contract, and shall provide the necessary maintenance services.

1.3.1 Elimination of faults

The client shall notify the contractor of any malfunctions that occur. A malfunction shall exist if the software does not perform the function specified in the documentation, delivers incorrect results, interrupts its operation in an uncontrolled manner, does not behave in a functional manner in any other way, or cannot be operated as described in the documentation, so that the use of the program is impossible or restricted. Malfunctions shall also be deemed to exist if information security vulnerabilities of the software become known, or if the client points out such vulnerabilities.

The contractor shall locate, analyze and remedy malfunctions reported by the client, detected by the contractor in connection with its activities or disclosed by the software manufacturer. Upon receipt of a malfunction report, the contractor shall inform the client by when the reported malfunction will be remedied.

The contractor shall eliminate malfunctions within the agreed times, otherwise within a reasonable period of time.

If the elimination of a malfunction after its analysis turns out to require extensive work, the contractor shall, in coordination with the client, provide at least a temporary substitute or workaround solution so that significant impairments to the

client's business operations are avoided. Agreed service levels must be observed. The obligation to ultimately eliminate the disruption within a reasonable period of time remains unaffected.

Malfunctions based on information security vulnerabilities of the software shall be remedied by the contractor without undue delay, unless a different schedule has been agreed with the client.

1.3.2 Updates of the software/delivery of new versions

The contractor shall ensure the ongoing further development of the standard software and shall provide the client with upgrades and new versions of the software. He shall provide the client with an upgrade or a new version of the software at regular intervals, but at least once a year.

The client shall be provided with corrections, patches, updates, upgrades, new versions or similar, as well as the respective updated documentation (collectively "Updates"), including within the scope of troubleshooting.

The contractor is obligated to adapt the software to amended laws; this obligation is fulfilled if the usability of the software is not restricted under the amended legal provisions (or only to an insignificant extent).

Updates shall be delivered by sending or handing over the machine-readable code on a commercially available data carrier or by sending it by remote data transmission. The client receives the corresponding updated documentation in printed or printable form.

Updates that may have an impact on the productivity of the software at the client shall be installed within a maintenance window to be coordinated with the client.

The client may refuse to perform troubleshooting and/or updates to the software if they do not have the same material compatibility and functionality as the part of the software that was replaced.

1.3.3 Changed system requirements

The contractor is entitled to make changes to the software, provided that these serve to secure and further develop the functionality. Previous system requirements must always be taken into account in the further development of the software. Upgrades

or new versions of the software must not stipulate system requirements that are significantly different from the previous versions.

1.3.4 Observance of the service levels

The contractor shall remedy malfunctions afflicting the software within the agreed times, but in any case, within a reasonable period of time.

1.4 Maintenance fee

Services according to section 1.3 are included in the maintenance fee.

2. Granting of rights for updated versions and source code storage

Upon delivery of the updates, the contractor shall grant the client the rights of use to the updates in accordance with the contract on which the transfer of the software is based. The maintenance fee includes payment for updating the software.

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. If the source code is not to be delivered to the client, the storage of the software may be agreed in accordance with the Annex "Storage agreement". 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. Support period for older software versions

After the release of an upgrade or new version, maintenance services will continue for the old version of the software as follows. The client is not obliged to accept an installation of upgrades or new versions of the software by the contractor.

Older versions of the software will be supported for a period of at least two years from the availability of the latest version of the software. If an adoption of the current version is unreasonable for the client, in particular, due to the conversion effort associated with the adoption or other conversion risks (e.g. instability of the system), the client may demand the continuation of maintenance efforts for the version in use, however, for a maximum of three additional years beyond the period specified in the preceding sentence. The contractor shall simultaneously maintain an older version and the respective current version for a transition period of at least three months. For this transitional phase, the client shall be entitled to use the versions

simultaneously within the framework of parallel operation.

4. Maintenance window/job scheduling

The contractor shall plan maintenance services in such a way that the client's use of the Software is not impaired. If maintenance services are unavoidable during the regular operating hours of the software, he shall inform the client of the reason and cause thereof, and agree with the client on a maintenance window at least two weeks before they are to be carried out, in order to minimize disruptions for the client. If it is foreseeable that maintenance services will have to be performed more frequently during operating hours, schedules for this must be agreed between the parties.

5. Data protection, information security and data backup measures

The contractor shall observe the principles of proper data processing (GoDV) when providing the service. This includes, for example, protection against malware (e.g. Trojans, viruses, spyware, etc.), information security and data backup measures, compliance with data protection provisions, and all precautions and measures in accordance with currently recognized state-of-the-art information and communications technology-related standards.

If the scope of services also includes data backup by the contractor, the contractor shall implement suitable measures for data backup and recovery. The data must be backed up at regular intervals – depending on the criticality – in such a way that it is possible to restore the data stock at any time without any problems.

For data protection and information security, the annex "agreement on commissioned processing" shall also apply. In it, the required information is to be filled in by the contractor and the client. If no personal data is processed by the contractor in the course of the provision of services, the inclusion of this Annex is not required. The client shall document this.

6. Place of performance and change of installation

The place of performance for software maintenance shall be the client's place of business specified in the order (place of use), otherwise the client's registered office. To the extent necessary, the contractor may perform maintenance services at its business premises. For this purpose, the client shall grant the contractor access to the software at the

client's premises by means of remote maintenance access (remote access). In doing so, the contractor shall comply with the client's system landscape and security regulations.

The contractor shall be notified of the installation of the software or individual programs at a place of performance other than that specified in the order. The contractor shall continue the software maintenance unless this is unreasonable for the contractor. The provision of services is always reasonable if essential maintenance services are not provided on site at the client's premises.

7. Acceptance of maintenance services

Upon the client's request, the contractor shall provide evidence of the services rendered by submitting proof of work.

The client reserves the right to subject maintenance services to an acceptance test. In this case, the services rendered shall be tested by the client without delay and acceptance shall be declared if there are no significant defects. The client shall immediately give notice of any defects found. A reservation of defects in the acceptance declaration is not required. The contractor shall support the client to the best of its ability in the event of such an acceptance test without separate remuneration.

In any case, the contractor shall remedy defects by subsequent performance within the agreed times, otherwise within a reasonable period of time.

8. Deficiencies and performance failures

The contractor shall remedy any defects occurring during the warranty period.

Defective performance shall also be deemed to apply if malfunctions are not remedied, are not remedied to the required extent or are not remedied in a timely manner. The contractor may correct insignificant defects as part of the next regular maintenance services or updates.

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.

Insofar as the contractor provides a workaround solution for malfunctions, this shall not be deemed to be a defective performance, provided that the workaround solution is replaced by a complete

remedy of the malfunction within a reasonable period of time. For this purpose, the contractor may temporarily make changes to the configuration of the software in coordination with client, if (and to the extent that) the operational capacity of the software is thereby restored within the Service Levels; otherwise, within a reasonable period of time. However, a malfunction shall not be deemed to have been remedied until the workaround is replaced by a full malfunction remedy within a reasonable period of time.

In the event of malfunctions not caused by the software (or not caused solely by the software), the costs incurred for troubleshooting, analysis and elimination of the malfunction shall be divided or reimbursed appropriately according to the respective causation contributions. The agreed rates for services on a time and material basis shall apply.

8.1 Reduction

If the contractor does not rectify a reported fault within the agreed rectification time, or otherwise within a reasonable time, and if the suitability of the software or individual programs is reduced as a result, the client shall only pay a reasonably reduced maintenance fee. If use of the software or individual programs is not reasonably possible due to the disruption, the client shall be exempt from payment of a maintenance fee for this period. This shall apply accordingly, without limiting other rights of the client, if the contractual use of the software is impaired in whole or in part by the rights of third parties.

8.2 Subsequent performance/reimbursement of expenses/termination

In the event of defective performance, the contractor shall be obliged to provide subsequent performance. If he is in default with this or if this fails, the client may remedy the defect himself or have it remedied by a third party and demand reimbursement of the necessary expenses. The client may terminate the contract on an extraordinary basis if the use of the software is significantly restricted due to defective performance or unsuccessful rectification of defects despite an appropriately set grace period.

8.3 Delay

If the contractor does not perform within the agreed period of time or, in the absence of an agreement, within a reasonable period of time in

response to a fault report from the client, the contractor shall be deemed to be in default.

8.4 Withholding and offsetting of services

Insofar as the contractor fails to fulfill its obligations, the client may withhold payment for the contractual services until the contractor has fulfilled its obligations in full. The client may deduct its claims against the contractor for breach of duty from the contractor's remuneration.

The assertion of further claims by the client remains unaffected.

9. Term, termination and cancellation

9.1 Term

Software maintenance shall commence at the earliest upon confirmation of receipt or acceptance of the software or upon conclusion of the contract, unless another date is agreed for this in the contract. The contract shall end automatically at the end of the contractually agreed fixed term.

9.2 Termination

Either party may terminate the contract without notice for good cause. Important reasons shall include, in particular, serious violations of the provisions of this contract or other obligations.

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.

Termination must be in writing in order to be effective.

The client's rights to use the software shall remain unaffected by any termination of the software maintenance agreement.

9.3 Termination

If it is not possible for the client to transfer the maintenance services to a third party or to incorporate them into its own business operations without impairment at the time of termination of the contract, the client may require the contractor to continue the contract beyond the termination date, in order to maintain the business operations of the affected business area. This shall apply until full continuation is ensured either in the business operations of the client or by a third party, but no longer than 6 months after the termination date. The above provisions shall also apply in the event of extraordinary termination.