

## General Terms and Conditions of Purchase for IT Part I – IT Consulting Services

(Version 03/21)

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

#### 1.1 General

These special provisions of AEB-IT (Part I) as amended at the time of conclusion of the contract shall apply to IT consulting services together with the general provisions of AEB-IT (Part A) as a uniform part of the contract.

#### 1.2 Consulting

The contractor shall provide agreed consulting services within the scope of the preparation of e.g. expert opinions, analyses, studies, documentation, reports, charts, diagrams and pictures on the agreed dates, and shall transfer these to the client.

### 2. Service provision

#### 2.1 Content

The terms of reference of the services to be provided are specified in the purchase order. The contractor shall receive from the client all documents, information and data required for the performance of the services, insofar as this is agreed in the contract.

#### 2.2 Form and scope

The client may provide the contractor with more specific technical information during the performance of the services, which the contractor shall observe.

The respective service result shall be handed over to the client at the end of a service period and, at the end of the service provision, in printed or printable form, as well as on data carriers.

Services with a presentable service result, such as expert opinions, analyses, programming services, documentation, reports, specifications or concepts, are to be presented and explained to the client in a results presentation.

#### 2.3 Place of performance

The place of performance for the contractual services shall be the contractor's registered office, unless the client's place of business is specified as the place of performance in the service description; otherwise, it shall be the client's registered office. The contractor may provide services at its business premises by arrangement.

#### 2.4 Task

The terms of reference for all services are specified by the client. At the beginning of its performance, the contractor shall check whether the terms of reference for the performance of the services have been sufficiently specified; if this is not the case, it shall give notice of this without delay.

#### 2.5 Compliance with deadlines/progress control

Agreed dates and deadlines are binding unless otherwise agreed.

The timeliness of the services shall be determined by their actual delivery in accordance with the contract. If the contractor recognizes that an agreed date or deadline cannot be met, it shall inform the client immediately in writing or in text form, stating the reasons for the delay. Changes to agreed dates and deadlines must be made by mutual agreement in text form.

The contractor shall regularly inform the client about the progress of performance.

### 3. Change of performance

This amendment procedure is always applied to services agreed at a fixed price. The client may also apply it to services agreed with remuneration on a time and material basis.

#### 3.1 Change request of the client

The client may, at any time, request changes to the agreed services in terms of time and content.

### 3.2 Review of the change request

In the event of a change request, the contractor shall inform the client in writing or in text form within 5 working days as to whether the change is possible and what effects it will have on the agreed services, in particular, on deadlines, expenditure, remuneration and cooperation. If an evaluation is not possible within 5 working days due to the complexity or scope, the contractor shall immediately indicate this and the parties shall agree on a reasonable deadline.

While a request for change is being considered, services will continue under the existing contract. They shall be interrupted in whole or in part only upon written instruction of the client. In that case, deadlines shall be extended by the duration of the interruption and – insofar as the contractor has stated this in advance – by a reasonable start-up time.

Insofar as the review of the change request requires a considerable effort, the contractor may charge for the effort associated with conducting the review separately, insofar as it has informed the client of this and the extent of the review effort in writing or in text form without undue delay after receipt of the corresponding change request, and the client continues to request the review procedure in view of this information, and confirms this to the contractor in writing or in text form.

### 3.3 Agreement on change requests

The client shall notify the contractor in writing or in text form within a further period of 5 working days after receipt of the test result as to whether the proposed amendment is to be upheld; if so, the contract shall be updated accordingly. If no such notification is received within this period, the contract shall continue unchanged.

### 3.4 Special right of termination

The client shall have the right to terminate the contract if the contractor fails to submit a change proposal that is reasonable for the client in due time after a change request.

## 4. Project organization

### 4.1 Representatives

Prior to the commencement of the provision of services, the parties shall each appoint a representative and his/her deputy. If one of these persons is prevented from attending for a longer period of time, a substitute person must be named in good time.

The contractor's representatives are authorized to receive and make all declarations in connection with the contract.

### 4.2 Project control/meetings

During the performance of the contract, the parties shall meet regularly to the extent necessary at the premises of the client or – by arrangement – at the contractor's premises to discuss the status of the performance of the services.

### 4.3 Employee qualification

The contractor and its designated personnel are particularly qualified for the contractual performance and have sufficient experience with comparable services. The client may request proof thereof and, in the absence thereof, may request replacement of the project manager or assigned employees.

### 4.4 Quality assurance

The contractual service shall be provided in accordance with the respectively recognized state-of-the-art technological standards, thereby taking into account the pertinent standards and quality specifications provided by the client.

The contractor shall design the contractual performance in such a way that the quality objectives are practically implemented, and a high quality of the contractual performance is ensured. The client shall be entitled to inspect the quality management system in connection with the contractual performance at the contractor's premises during customary business hours, either itself or through third parties. In doing so, the client or the third party

may also view the entire project documentation of the contractor.

The contractor shall continuously inform the client about its quality management system during the cooperation. Together with the contractual service, the contractor shall hand over to the client a complete written documentation of the quality management systems and quality assurance procedures applied in the performance of the service, including quality inspections carried out and their test results.

## **5. Rights of use**

### **5.1 Ownership and exclusive rights of use of the client**

Ownership of all results and interim results of the contractor's contractual services, e.g. service descriptions, specifications, studies, concepts, documentation including installation, usage and operating manuals, as well as documentation for maintenance and further development, reports, papers, consulting documents, charts, diagrams, pictures, as well as individual software, programs, software adaptations and parameterizations – including the commented source and object code – as well as all interim results arising in connection herewith and aids created for this purpose, and/or other service results (together: "work results") shall, insofar as embodied objects are concerned, pass to the client upon handover of these objects.

In all other respects, the contractor hereby grants the client the exclusive, compensated, permanent, irrevocable and sub-licensable (as well as transferable) right to use and exploit these work results – unlimited in terms of space, time and content – upon their creation, at the latest upon their handover. This right of use includes all types of use, in particular, the storage, loading, execution, processing of data, editing (including by third parties) and the fixed connection with services of the contractor, the right of reproduction and distribution, the right of performance and presentation (including in public), the right of further marketing, as well as the right to make changes, redesigns,

translations, additions and further developments. The source code of all work results and intermediate results shall be handed over to the client in full together with the development documentation.

The client is entitled to grant sub-licenses and further rights of use to these rights of use against payment and on a free-of-charge basis, as well as to transfer rights of use to third parties and to use the originals – as well as copies and modified versions – without copyright designation.

### **5.2 Non-exclusive rights of use of the client**

The contractor hereby grants the client the non-exclusive, irrevocable, permanent, spatially unlimited, transferable and compensated right of use to the works, other copyrights or other unprotected knowledge (know-how) of the contractor previously developed or used by the contractor prior to the commencement of the contract, as well as to the know-how, standard software and development tools acquired by the contractor, its vicarious agents and employees during the performance of the services ("contractor's intellectual property"), the contractor hereby grants the client a non-exclusive, irrevocable, permanent, spatially unlimited, transferable, compensated right of use to use this contractor's intellectual property to the extent necessary to use the work results created by the contractor for the client. This also includes the reproduction, processing and modification of the contractor's intellectual property by the client or third parties, insofar as this is necessary for the use of the work results.

### **5.3 Standard software**

Notwithstanding section 5.2, the rights of use to standard software may only be transferred to group companies or to third parties for use solely for the purposes of the client or its group companies.

### **5.4 Rights of use for customizing services**

Insofar as the contractor carries out customizing of its own software or third party software for the client, it shall grant the client

the rights of use thereto in accordance with section 5.1. Any provision deviating from this must be agreed in writing in the order, whereby the client must be granted at least the rights of use to the customizing services in accordance with section 5.2.

#### 5.5 Duty of disclosure

The contractor shall notify the client in writing of all standard software, development tools and other works (such as documentation required for further development and processing of the results of the contractor's services) to be used in connection with the development of the results of the work prior to the conclusion of the contract; these shall be listed in the contract. The contractor shall, in particular, indicate which version was used and whether it is proprietary or marketable software. "Proprietary" shall mean software developed by contractor itself or to which contractor has exclusive rights of use, or which can be obtained exclusively from the manufacturer itself and not in the same way as marketable software in commerce or via intermediaries.

Unless otherwise agreed in the contract, the contractor shall in any case grant the client the rights of use to standard software, development tools and other works in accordance with sections 5.2 and 5.3.

#### 5.6 Co-author

If employees or vicarious agents of the contractor are co-authors, the contractor warrants that it has acquired from them the issuance of rights of use and exploitation corresponding to the aforementioned sections 5.1 and 5.2 in each case.

#### 5.7 Rights to inventions

The client shall be provided by the contractor in such a way that it can permanently use an invention created during the performance of the services free of charge. For this purpose, the contractor hereby grants the client a non-exclusive, irrevocable, permanent, spatial right of use to utilize the invention or the contractor's share in the joint invention to the

extent necessary, in order to use the services created by the contractor for the client. This includes, in particular, the right of reproduction. The production of copies of the invention, as well as the processing or modification, are permissible insofar as this is necessary for the use of the services. These rights of use may be exercised by group companies of cellcentric GmbH & Co. KG (sections 15 et seq. German Stock Corporation Act [AktG]) 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.

#### 5.8 Continued validity

Any sub-licenses granted or further rights of use granted shall remain unaffected by any termination of the agreement.

### **6. Data protection, information security and data backup measures**

For data protection and information security, the Annex "Agreement governing commissioned processing" shall additionally apply. Therein, 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.

### **7. Remuneration**

Payment shall not be made until the service has been rendered in full, unless otherwise agreed. If the parties agree on partial payments, partial payments shall only be made after complete performance of the respective partial service. Agreed due dates remain unaffected by this. The contractor shall invoice its services in each case after the services have been rendered in accordance with the agreed invoicing periods.

The contractor shall not be entitled to exhaust agreed remuneration ceilings. There is no entitlement to remuneration for services in excess of the upper remuneration limit.

The contractor shall be bound by agreed remuneration limits, as well as by its expenditure estimate made prior to conclusion of the contract; unless these are expressly designated as non-binding in the order.

The contractor shall inform the client without delay as soon as it becomes apparent to the contractor that the estimated expenditure according to daily rates is likely to be exceeded. The client shall notify the contractor in writing whether it agrees to this overrun. If the client does not agree, the contractor shall provide its services at the originally calculated and agreed expenditure. The contractor may request approval if it is not responsible for the overrun. If the contractor repeatedly makes adjustments to the effort estimate, the client shall have an extraordinary right of termination.

#### **8. Poor performance**

Insofar as the affected services can be made good or are amenable to rectification, the contractor shall, at the request of the client, make good or rectify services that are not in accordance with the contract, or are defective, within a reasonable period of time and free of charge.

If the service provided is not in accordance with the contract, the contractor shall have no claim, or only a reduced claim, to the agreed remuneration, insofar as the client is entitled to compensation for damages as a result. The client may offset claims for damages against claims of the contractor.