

cellcentric GmbH & Co. KG

**Annexes 1.1 - 1.5 to the
General Terms and Conditions of Purchase for IT
Part J – IT Operation and Application Management Services**

(Version 03/21)

(henceforth: AEB-IT Part J)

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Annex 1.1 to AEB-IT Part J

Definitions

Annexes

are the documents designated as such, which are attached to the *performance specification* and supplement it.

Annexes

are the documents designated as such, which are attached to the AEB-IT Part J and supplement it.

Appendices

are the documents attached to and complementary to the *Annexes*.

Application Management

Services in the field of maintenance and further development of *software*.

Supervisory authorities

are all authorities and other bodies with a supervisory function over the *client* or the *business partners* or their respective business activities, in particular, the German Federal Financial Supervisory Authority (BaFin) and the German Bundesbank.

Client

is the natural or legal person who, according to the order or call, orders the *services*.

Contractor

is the *party* providing the *services* under the *contract*.

Provision

involves materials or services, including *software*, supplied by the *client* and used, processed or integrated by the *contractor* for the *client's* order.

Operating change

Changes that are necessary for the day-to-day operation of the *services* but are not subject to the change procedure and are not to be paid for separately.

Operating manual

is a manual (consisting of one or more written or electronic documents) that describes, in a manner consistent with the requirements of the *service description* of the respective AEB-IT (Part J), how the respective *services* will be provided and how the *parties* will cooperate in the respective daily operations.

Business partner

are companies that are affiliated with the *client* pursuant to Section 15 of the German Stock Corporation Act (AktG), as well as certain cooperation partners of these companies (e.g. importers, dealers, contractual partners and authorized workshops) that receive the *services* via the *client*. The

affiliated companies can be viewed at <https://www.cellcentric.net/>. *Business partners* who are not affiliated companies result from the *contract*, in particular, from the *Annex "Service description"*.

Proprietary software

is *software* (including all related documentation) to which the exclusive rights of commercial exploitation are vested in a *party* or an enterprise affiliated with such *party* within the meaning of Section 15 German Stock Corporation Act (AktG).

Equipment

denotes hardware, equipment (even if this is pre-installed *software*), accessories and peripherals that are

(i) are owned by the *client* or *business partners* or *contractor* or leased by *client*, *business partners* or *contractor*; and

(ii) are used by *contractor* in connection with the *services*.

Third-party software

is *software* (including all related documentation) to which the exclusive rights of commercial exploitation are not vested in any *party* or any of its affiliates within the meaning of Section 15 German Stock Corporation Act (AktG).

Key figures

is the quality level of certain *services* described in the *service description*, if any, and designated accordingly.

Service description

is the description of the *contractor's* performance and *services* contained in an *Annex* to the order.

Employees

are employees.

Party or parties

is the *client* or the *contractor*, depending on the factual context, and *parties* are the *client* and the *contractor*.

Person day

corresponds to an effective work performance of eight (8) working hours to be performed in one calendar day.

Policies

are the guidelines, *policies*, standards, etc. of the *client Group*, including any amendments or supplements pursuant to clause 9 of AEB-IT Part J.

Penalty

is,

- (i) in connection with *service levels* or *key figures*, a liquidated abatement amount for *the contractor's* failure to meet said *service levels* and *key figures*;
- (ii) in all other cases, a contractual penalty pursuant to Sections 339 et seq. German Civil Code (BGB).

Legal requirements

are all relevant to the activities of a *party*, its *employees* or its *subcontractors* in connection with the *contract*

- (i) Legal standards,
- (ii) directives, circulars, recommendations, notices, and other administrative regulations of an agency or other entity; and
- (iii) Administrative acts and general orders.

Services

are the services described in the *contract*, in particular, in the *service description*, including any additions, improvements, replacements or changes to these services during the term of the respective *contract*.

Service level

is the level of quality of certain *services* described in the *service description*, if any, and designated accordingly, the failure of which will result in a financial compensation claim becoming due.

Software

is any computer program together with the associated documentation that is used in connection with the respective *services*.

Subcontractor

are the vicarious agents engaged by the *contractor* to perform their duties under this *agreement*, including their *employees*.

Systems

are the *equipment* and the *software*.

Technology change

is the generic term for *technology update*, *technology upgrade* and *technology change*.

Technology update

is the continuation, optimization, adaptation and/or updating of *systems* and processes already in use, in particular,

- (i) the elimination of (hidden) defects and errors
- (ii) the technical or functional optimization of *systems* or processes; and/or
- (iii) adding minor new functionality to *systems* or processes,

to the extent that the continuation, further development and/or adaptation does not result in *systems* and processes that are to be considered new and independent compared to the *systems* and processes originally used. In relation to *software*, the updates are also referred to there as “service release” or “patch”.

Technology upgrade

denotes the modification of *systems* or processes with the aim of adapting their functionalities or techniques to changing technical or functional requirements, and increasing their usefulness and quality. This includes, in particular, the addition of complementary and new functions. In terms of *software*, *technology upgrades* are, in particular

- (i) the introduction of new versions of operating systems, operating system-related tools, as well as middleware and databases and any type of application software; and/or
- (ii) technological customization in the case of backup or archive media.

Technology change

is the use of *systems* and processes that are considered new and independent of the *systems* and processes already in use. In terms of *software*, *technology changes* are, in particular, changes from *software* from one manufacturer to *software* from another manufacturer that is almost completely different in structure from the *software* previously used, even if the functionalities are similar or the same.

Transition

is the agreed transfer of responsibility for the *services* from the *client* to the *contractor*.

Contract

shall be the order (order or call-off order) accepted by the contractor with legal effect together with all its Annexes, *attachments* and *appendices*.

Works

are literary or other *works* protected by copyright, such as databases, programs, software adaptations including the commented source and object code, program lists, programming tools, procedures, user manuals, reports, drawings and other written documentation, as well as machine-readable texts and files.

Annex 1.2 to AEB-IT Part J

Audit rights

This *Annex* describes the audit rights that *client* and the *business partners* have with respect to the *services* provided by *contractor*.

1. Ongoing monitoring and control of service delivery

The *contractor* shall enable the *client* to verify the provision of the *services*. Insofar as deficiencies are identified during the inspection, the *client* shall point this out to the *contractor* so that the contractor can take necessary corrective measures. The *contractor* shall carry out continuous internal control of the *services* (inspection, as well as identification and elimination of defects), document it accordingly and inform the *client* about defects and the measures taken to eliminate them.

2. Audit law

The *client* shall be entitled to verify the proper performance of the contract by the *contractor* and to carry out corresponding audits at its own expense and after prior timely notification at times customary for the business to a reasonable extent. In this context, the *client* shall receive from the *contractor* all relevant information and documents required to verify the proper performance of the contract by the *contractor*, as well as access to the locations where the *services* are provided. The information shall be provided at short notice, but no later than within ten (10) working days from the *client's* request, in coordination between the *client* and the *contractor*. The *client* may, at its own expense, call in third parties bound to secrecy for the audits. The *contractor* undertakes to support these audits to an appropriate extent. If deficiencies are found during the audit, the *client* shall inform the *contractor* thereof and request the *contractor* to comment.

3. ISAE 3402 report

The provisions of this clause 3 shall apply by agreement to *services* provided by the *contractor* within the scope of IT Operation Services of IT Applications. This includes all contractually defined/commissioned IT Basis infrastructure *services* and processes (including data center infrastructure, hardware, operating systems and other system software/system platforms, administration network components incl. admin LAN firewall, admin LAN switches, firewall management *systems* of the admin LAN), the *services* and processes for the database management systems and middleware components used by the IT systems, and the operation of the applications (e.g. SAP Basis). For these *services*, controls are to be set up that are based on COBIT; with regard to IT Basis Infrastructure, these are the following topics

- AI4 Enable Operations
- AI6 Change Management
- AI7 Install and Accredite Solutions and Changes
- DS1 Define and Manage Service Levels
- DS5 Ensure Systems Security
- DS8 Manage Service Desk and Incidents
- DS9 Manage the Configuration
- DS11 Manage Data
- DS12 Manage Facilities
- DS13 Manage Operations.

Controls for the database management system, middleware and application support area include

- AI6 Change Management
- DS5 Ensure Systems Security
- DS8 Manage Service Desk and Incidents
- DS11 Manage Data
- DS13 Manage Operations.

The *contractor* shall support the *client* in complying with the requirements based on BilMoG (German Accounting Law Modernization Act) and its Internal Control System (ICS) based thereon, as well as the relevant auditing standards, and shall provide the *client* with all information required for these purposes. In particular, the *contractor* shall have an “ISAE 3402” report prepared by an independent auditor in accordance with the control requirements agreed between the *parties* at the beginning of each calendar year so that the *client* can properly fulfill its own reporting obligations. In principle, the ISAE 3402 report must cover the entire calendar year and be submitted to the *client* no later than January 15 of the following year. In order to comply with internal procedures and the requirements of the *client*’s auditor, the Provider shall submit to the *client*, no later than July 25 of each calendar year, an initial ISAE 3402 report with coverage period of January 1. - 30.06.. The second ISAE 3402 report must cover the period 07/01 to at least 12/15. Alternatively, this second report may be replaced by a roll-forward letter in which the *contractor*’s auditor confirms the constant effectiveness of the controls, whether by confirming the constancy of the processes, in the organization or in the technology, or by demonstrating the effectiveness of the controls in the event of noteworthy changes in the processes, in the organization or in the technology. If the first ISAE 3402 report includes deficiencies/weaknesses and a remediation plan, this procedure also requires a re-testing/update letter in which an independent auditor certifies the completion and effectiveness of the remediation. This re-testing/update letter must be received from the *client* by mid-December.

In addition, the *contractor* shall inform the *client* of any changes made to the internal processes relating to the control requirements, as well as any significant and material control weaknesses (“significant deficiencies” / “material weaknesses”) that have occurred, so that any necessary corrective measures can be taken immediately.

4. Communication with supervisory authorities

In the relationship between the *parties*, communication with *supervisory authorities* shall be the sole responsibility of the *client*. Should a *supervisory authority* contact the *contractor* in connection with the *contract*, the *contractor* shall – unless this is unlawful – notify the *client* thereof without delay and shall act in accordance with the *client*’s instructions that then ensue. The *contractor* shall assist the *client* and the *business partners* to the best of its ability in dealing with all requests – of whatever nature – made by such *supervisory authorities* in connection with the *contract* and shall provide the *client*, upon request, with all information required for such purposes.

5. Special requirements for services for banking and financial institutions

Special audit and instruction rights of the *client* are described in *Annex 1 .4* “Special requirements for services for banking and financial institutions”, which apply if a *business partner* using the *services* operates in the financial services sector (e.g. Mercedes-Benz Bank AG) or the *client*’s *services* are used in the financial services sector or the *client* operates as an outsourcing company within the meaning of Section 25a (2) German Banking Act (KWG) and other regulations for *business partners* in the financial services sector (e.g. Mercedes-Benz Bank AG) and wishes to use the *contractor* as a *subcontractor*.

The *parties* hereby clarify that instructions issued by the *client* to the *contractor* based on the rights to issue instructions set forth in Annex 1.4 “Special requirements for services for banking and financial institutions” shall, in each case, only be issued at management level or to a representative of the *contractor*.

Annex 1.3 to AEB-IT Part J

Exit Management

1. Services of the contractor

The nature and scope of the *contractor*'s exit management services shall be mutually determined by the *parties* within the scope of the amendment procedure. The provision of the services by the *contractor* shall, in any case, be carried out in such a way that interruptions or other impairments of the business operations of the *client* or the *business partners* are avoided, and the legal requirements are observed. In particular, the proper provision of *services* which the *client* or the *business partners* still obtain from the *contractor* may not be impaired.

2. Hardware, software and works

The *contractor* shall return to the *client* (if applicable, in machine-readable form), without separate remuneration, any hardware provided, as well as *software*, *works* and work results (including the source code in the case of *software* developed within the scope of the *services* and the associated documentation) for which the *client* is entitled to the rights, or which may continue to be used by the *client* in accordance with the relevant provisions of the *agreement*, at the latest upon termination of the service agreement.

3. Data

In the event of a full or partial termination of the *agreement*, the *contractor* shall provide all of the *client*'s data (including master data and transaction data as well as historical data) in the structure of the *systems* used by the *contractor* for the relevant *services* at the time of termination, and shall disclose the data structures and also explain them in more detail to the *client* or another successor provider upon request.

Unless otherwise agreed, the *client* or a third party commissioned by it shall carry out the transfer of the data into the receiving system, including the necessary recoding and reformatting. At the request of the *client*, the *contractor* shall provide technical and specialist support and consulting services during the transfer of the data into the receiving system, which shall be remunerated appropriately according to the actual expenditure. Insofar as agreed, the rates of remuneration last agreed under the *contract* shall apply.

The *parties* will mutually agree on the further details of the data migration in due course.

4. Follow-up care obligations

The *contractor* agrees to remain available to answer questions or provide consulting services for a period of up to six (6) months beyond the date of transition of the terminated *services* to the successor provider. The *contractor* may demand reasonable remuneration for this.

Annex 1.4 to AEB-IT Part J

Special requirements for services for banking and financial institutions

1. General

The provisions of this *Annex* apply to *services* which are provided for the benefit of a *business partner* that is an institution within the meaning of the German Banking Act (KWG).

2. Supplement AEB-IT Part J clause 7 “Personnel and subcontractors”

2.1 Reliability of the personnel deployed

Clause 7.1 of AEB-IT Part J is supplemented by the following clause 7.1.3:

The relevant *business partner* is obliged to control and regularly check the reliability of the personnel working for it. The *contractor*, therefore, undertakes – insofar as the possibility of access to client data of the *business partner* exists in connection with the provision of services – to use only reliable personnel. In particular, unreliable persons are those who have a criminal record for violations of data protection regulations, property crimes and/or property crimes. If the *contractor* learns during the term of this agreement of any such criminal acts committed by the personnel employed by it, it shall inform the *business partner* thereof. The *contractor* shall also be obliged to inform the *business partner* immediately of the name, address and date of birth of the personnel deployed if there is reasonable suspicion that they have violated data protection and/or criminal law provisions with regard to the *business partner’s* client data.

2.2 Engaging subcontractors (AEB-IT Part J clause 7.2)

Clause 7.2.1 of AEB-IT Part J is replaced by the following provision:

The *contractor* shall only be entitled to transfer the performance of the *services* to a *subcontractor* with the prior written consent of the *client* pursuant to clause 12 of the AEBIT Part A – General section. In the event of an intended further outsourcing to a *subcontractor* of the *contractor*, the *contractor* shall furthermore provide the *client* with information on the *subcontractor’s* technical, material, personnel and financial resources at the latter’s request. The reservation of consent extends to the content of the *contract* with the third party. In case of further outsourcing, the *contractor* shall be obliged to conclude only such contractual agreements that are in compliance with the relevant legal requirements, as well as the provisions of this *contract*.

3. Supplement AEB-IT Part J clause 8 Governance, escalation procedures, operations manual, change procedures

3.1 Amendment procedure (AEB-IT Part J clause 8.2)

Clause 8.2.2 of AEB-IT Part J is replaced by the following provision:

The *client* may at any time request an amendment, adjustment or extension of the *agreement* and the *services*. As soon as possible in response to a corresponding request, the *contractor* shall provide the *client* with a detailed written explanation of the consequences of the change, adaptation or extension requested by the *client*, in particular, for deadlines, effort and remuneration, and shall submit a complete offer for the requested change, adaptation or extension.

Clause 8.2.3 of AEB-IT Part J is supplemented by the following provision:

The contractor (...) unreasonable. The implementation of the change request is not unreasonable for the contractor if additions and changes become necessary due to legal or banking supervisory framework conditions. If *services* are provided for the benefit of a *business partner* which is an institution within the meaning of the German Banking Act (e.g. Mercedes-Benz Bank AG), the *contractor* shall be obliged to permit supplements and amendments to the agreements made if supplements and amendments to the service and quality standards applicable to or specified by the *business partner* become necessary, in particular, as a result of changes in the statutory or banking supervisory framework conditions. In the aforementioned cases, the *contractor* shall be obligated, at the request of the *client*, to conclude a change agreement in return for reasonable compensation for additional services to be provided.

4. Supplement AEB-IT Part J clause 15 Term and Termination

4.1 Termination for cause (AEB-IT Part J clause 15.2)

Clause 15.2.2 of AEB-IT Part J is replaced by the following provision: If the important reason exists (...). In particular, an unsuccessful warning is not required in the event of an order by BaFin to terminate the *services for business partners* that are institutions within the meaning of the German Banking Act (KWG).

5. Special examination and audit rights

The following provisions apply in addition to *Annex 1 .2 "Audit rights"* to the extent that a *business partner* using the *services* operates in the financial services sector (e.g. Mercedes-Benz Bank AG) or the *client's services* are used in the financial services sector, or the *client* operates as an outsourcing company within the meaning of Section 25a (2) German Banking Act (KWG) and other regulations for *business partners* in the financial services sector (e.g. Mercedes-Benz Bank AG) and wishes to use the *contractor* as a *subcontractor*. The *contractor* shall, therefore, additionally grant the *client* and the relevant *business partners* the special audit rights described in this clause, insofar as this is necessary to fulfill the existing *legal requirements* in relation to the relevant *business partners*. The applicability of these provisions shall be made known to the *contractor* in due time before the conclusion of the contract. Should the application of these provisions become necessary at a later point in time, the amendment procedure pursuant to clause 4 of AEB-IT Part J shall apply.

5.1 The *parties* hereby clarify that instructions issued by the *client* to the *Provider* based on the instruction rights regulated in *Annex 1.4 "Special requirements for services for banking and financial institutions"* shall, in each case, only be issued at management level or to a representative of the *Provider*.

Inclusion in the internal control system: The *contractor* shall provide the *client* and the relevant *business partners* with the opportunity to fully integrate the scope of tasks assigned by this *agreement* into the internal control system of the *client* and the relevant *business partners* and, if necessary, also have recourse to the *contractor's* internal audit department for this purpose, as well as provide the *client* and the relevant *business partners* with all information required in this context. This presupposes a high level of transparency of the professional controls and the performance of auditing tasks on the part of the *contractor*.

5.2 Full right of inspection, access and audit

Banking and financial institutions are subject to special requirements and regulatory obligations. The *contractor* shall grant the *client* and the relevant *business partners*, their respective internal auditors, the auditors working for them in each case on the basis of statutory provisions, the *supervisory authorities* and the bodies commissioned by the *supervisory authorities* with the audit, a right of

inspection, access and audit at any time, in full and without hindrance, with regard to the scope of tasks assigned to the *contractor* by the *contract*. In this context, the *contractor* shall provide these persons with all information and hand over all documents they require for their respective activities.

The *parties* agree that the internal audit and the auditors of the *client* and the relevant *business partners* must be able to verify the *contractor's* compliance with the *legal requirements* and the individual requirements of the *supervisory authorities* with regard to the scope of duties assigned by this *contract*. They shall, therefore, be granted access to all documents, data carriers and *systems* at the *contractor* (including the right to make copies of relevant documents) insofar as these relate to the scope of duties assigned by this *contract*. Persons who perform internal auditing functions at the *contractor* or carry out external audits required by law or ordered by the supervisory authorities shall be released by the *contractor* from their duty of confidentiality in this context vis-à-vis the *client*, the relevant *business partners* and the auditors of the *client* and the relevant *business partners*. These audit rights shall continue for a period of at least three (3) years after termination of the respective *agreement*, beginning at the end of the financial year in which the respective *contract* is terminated. All relevant documents must remain available for the same length of time, without prejudice to any further-reaching retention obligations under commercial law or other statutory obligations, insofar as they are not returned upon termination of the contract.

5.3 Rights to issue instructions

Banking and financial institutions are subject to special requirements and regulatory obligations. The *client* and the relevant *business partners* are, therefore, entitled to issue instructions to the *contractor*, in order to ensure proper performance of the tasks assigned to it under the *contract*. This also applies if the instruction concerns a matter that is the subject of escalation proceedings or amendment proceedings; the escalation proceedings or amendment proceedings are then continued in parallel.

Instructions of the *client* to the *contractor* shall, in each case, only be given at management level or to a representative of the *contractor*.

As a matter of principle, the *contractor* shall comply with the instructions issued to it without delay. However, if the *contractor* fears in an individual case that compliance with an instruction of the *client* could impair the proper performance of the *services*, the *contractor* shall immediately notify the *client* thereof in text form. At the same time, the *contractor* shall describe the feared negative effects on the *services* in sufficient detail. If the *client* then confirms the instruction, the *contractor* shall comply with it, but shall not be responsible for any impairments resulting therefrom and previously presented to the *client*. Notwithstanding this, the *contractor* shall use its best efforts to prevent the occurrence of such impairments or to reduce their extent. Insofar as a *business partner* issues an instruction to the *contractor* which is likely to impair the provision of the *services*, the *contractor* shall notify the *client* thereof without undue delay. The *client*, the relevant *business partner* and the *contractor* shall then endeavor to bring about a mutually satisfactory solution to the matter.

Insofar as the *contractor* incurs additional costs in complying with an instruction which leads to measures which the *contractor* would not have been obliged to carry out had the instruction not been issued, these shall be reimbursed to the *contractor* by the *client* to a reasonable extent. The amendment procedure applies in this respect.

The *contractor* shall ensure that the rights to issue instructions to which the *client* and the relevant *business partners* are entitled are enforceable directly and independently of any competing rights to issue instructions.

Annex 1.5 to AEB-IT Part J Provisions

1. Provision of third-party contracts and software

If the *client* provides the *contractor* with services from third-party contracts (*contracts* between the *client* and third parties, “*Provided third-party contracts*”) or *software* (“*Provided software*”), this shall result from the *specification of services*. The provision shall be made in accordance with the following provisions.

The *client* grants the *contractor* and the *contractor*’s *subcontractors* approved by the *client* the non-exclusive and non-transferable right to use the *provided software* to the extent and for the duration that

- (i) this is necessary to provide the *services* to *client* and/or the *business partners* in accordance with the contract, and
- (ii) this is permitted under the agreements existing with the third parties regarding the use of the respective *provided software*.

This right of use is granted free-of-charge, unless fees are specified in the *service description* for *provided third-party contracts* and/or *provided software* or the *parties* agree in writing on a fee.

Insofar as the *provision* of a *provided third party contract* or *provided software* is dependent on the consent of a third party, the *parties* shall jointly endeavor to obtain such consent. If the third party makes its consent conditional on the payment of an additional fee or the amendment of existing terms and conditions, or if the third party refuses to *give* its consent, the *parties* shall negotiate and, if necessary, agree on a technically and economically reasonable alternative to the *provision* of the corresponding *provided third party contract* or the corresponding *provided software* by way of the amendment procedure.

2. Provision of hardware

Insofar as the *client* provides the *contractor* with hardware in accordance with the *specification of services* (“*Provided hardware*”), the following additional provisions shall apply.

The *client* may use the *provided hardware* exclusively for the provision of the *services* to the *client*. The *hardware provided* shall be marked as the property of the *client*.

The *provided hardware* may not be modified or combined with other items or with real property in such a way that the existing ownership of the *provided hardware* is changed or lost without the prior written consent of the *client*.

The *contractor* shall be obliged to treat the *provided hardware with care*. It shall insure the hardware at its own expense against fire, water and theft damage sufficiently at replacement value, provided that the hardware is located on the premises of the *client*. If maintenance and inspection work is required, the *contractor* must carry this out in good time at its own expense.

In the event of seizure or other interventions by third parties, the *contractor* shall immediately notify the *client* in writing. The *contractor* shall be liable to the *client* for the judicial and extra-judicial costs of any necessary action pursuant to Section 771 ZPO (third-party action).

3. Provision of space

The **Annex** "Provision / Leasing of space and work equipment" or the *description of services* shall indicate whether and which space the *client* shall make available to the *contractor* as of the date of the contract, including the equipment specified therein in each case, at locations of the *client* for such *employees* who provide *services*. It is also regulated there whether the *provision* of land is granted against payment or free-of-charge.

The *contractor* and its *subcontractors* shall comply at all times with the applicable *policies* of the *client* and the respective *business partners* concerning access, use and security of business premises of the *client's* companies and the *business partners*.

4. General provisions

The *contractor* is not permitted to use the *materials* provided for purposes other than fulfilling the *contractor's* contractual obligations vis-a-vis Daimler or to make them available or transfer them to third parties. Approved *subcontractors* of the *contractor*, as well as *employees* of the *contractor* or the approved *subcontractors* used to provide the *services*, are not third parties within the meaning of the preceding sentence. The *contractor* shall ensure that its *subcontractors* comply with the requirements of this *Annex*.

5. Termination of provision

The obligation to *provide* shall end upon expiry of the term of the contract.

The *client* may terminate the provision of a *provision* with immediate effect, in particular, if

- the *contractor* uses the object of the *provision* contrary to the specifications of the contract, in particular, transfers it to third parties without authorization or
- the *contractor* breaches other material contractual obligations relating to the *provision*.

6. Legal consequences of violation of obligations to provide supplies

Unless otherwise stipulated in the *contract*, this *Annex* or its *Appendices*, the *client* shall be responsible for the agreed *provisions*. However, the *client* is not obligated to *provide*. The *contractor* shall be entitled to the legal consequences resulting from a breach of obligation without any reduction. However, any agreed exclusions and limitations of liability shall apply accordingly.