cellcentric GmbH & Co. KG

General Terms and Conditions of Purchase for IT Part H – Individual Software Development, Maintenance and Customization 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 H) as applicable at the time of conclusion of the contract shall apply to conceptual services, individual software development, maintenance and adaptation of software together with the general provisions of the AEB -IT (Part A) as a uniform part of the contract.

1.2 Design, software, installation and maintenance

The contractor shall provide the client with services for the conception and development of individual software, as well as for the adaptation and parameterization of software, in particular:

a) Specification and concept services consisting of

aa) IT strategy or IT process design,

bb) The creation of a requirements specification (consisting of requirements catalog, functional and non-functional requirements for an IT system – also referred to as a "Rough Concept") and/or

cc) The creation of a requirements specification (consisting of a business concept, IT concept, test concept, and requirements for operation – also called a "Target Concept", detailed concept, requirements specification, or performance description) and/or

b) Design and realization services

aa) The creation of a software and application design (consisting of low-level specification, DP concept, design documentation, architecture and application design), and/or

bb) The development, testing and implementation including installation, (all together referred to as "Realization")

c) The development and implementation including installation (all together referred to as "Realization")

d) Customization and parameterization (collectively "Customizing"),

e) Software maintenance services and related services.

1.3 Documentation

If the subject of the contractual performance is the realization or customizing of a software solution, this shall be delivered with the associated documentation for German-speaking locations in German; otherwise, in English in printed or printable form. This documentation, in particular, for installation, use, operation as well as maintenance including the complete development documentation, is part of the main performance obligation. The documentation shall be sufficient to enable an average user to use the contractual service without assistance from the contractor. Supplied operating manuals and development documentation must enable an IT specialist to install, operate, maintain and further develop the software.

1.4 Deployment/Installation

The results of realization and customizing shall be installed, integrated and configured by the contractor and handed over and transferred to the client ready for operation.

1.5 Instruction

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

1.6 Remuneration

Services according to clause 1.2 to clause 1.5 are included in the contractually agreed remuneration.

Payment for services 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 be bound by agreed remuneration ceilings and fixed prices, as well as by its estimate of expenditure made prior to conclusion of the contract; unless these are expressly designated as non-binding in the order.

1.6.1 Fixed price

If a fixed price has been agreed for a service, the contractor shall provide the service in full at the agreed price. Additional expenses for the complete performance of agreed services shall be borne by the contractor. Subsequent claims are excluded.

1.6.2 Remuneration according to expenditure

If remuneration is agreed on a time and material basis, with or without an upper remuneration limit, 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 responsible for ensuring that the calculation of the expenditure carried out by him before placing the order is not exceeded. 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.

1.7 Additional services

Upon request of the client, the contractor shall provide additional (or more extensive) services in accordance with a separate order. These special provisions also apply to this.

The contractor shall, upon request and against separate remuneration, provide training of the client's employees for the use of the software. A corresponding agreement is concluded with a separate order.

2. Service provision

2.1 Specification and concept services

2.1.1 Special legal requirements are regularly not mentioned in the specifications, given that the contractor is expected to have a comprehensive understanding of legal and regulatory requirements to be observed for the contractual performance. If the contractor is responsible for preparing the specifications and/or the functional specifications, it shall include legal and regulatory requirements.

2.1.2 The created specification is the binding description for contractual services. In terms of content, the functional specification sets out the requirements specification completely and comprehensibly with detailed functional and technical specifications, including the operating and maintenance environment and the test requirements.

In the technical specification (IT concept), the system-specific requirements for the realization of the functional specification are to be presented, if necessary including existing individual solutions. In the specifications, the applicable standards and specifications of cellcentric GmbH & Co. KG ("cellcentric") shall be presented and taken into account.

The specifications shall be formulated by the contractor in full with the precisely agreed cooperation of the client and shall be released by the client. With release (see clause 9.6), it is the basis for development and implementation services.

The requirements specification must define and quantify all the features on the basis of

which the software solution to be implemented can be tested and accepted by the client.

2.1.3 The preparation of the specifications and/or performance specifications shall not be part of the scope of services if this is expressly agreed in the contract.

2.2 Design and realization

The contractual performance shall be realized by the contractor in accordance with the respective current specifications and the respective current design specifications. All the requirements of the specifications must be taken into account and implemented with suitable technical and functional solutions in such a way that the contractual service meets the requirements of the client and is suitable for his purposes. The implementation is carried out in the client's program and system landscape, and ensures the interoperability of the contractual service together with programs and systems to be used in it.

2.3 Adjustments/parameterizations (customizing)

The provisions of this agreement shall apply mutatis mutandis to the customizing of software already used by client or otherwise acquired. The contractor shall obtain documentation for the software available to the client to the extent necessary. The subject of customizing is described in the order. The contractor must request any missing information.

2.4 Provision/Installation/Instruction

2.4.1 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. This also includes the source code, as well as development tools and documentation including quality assurance documentation according to the cellcentric specifications of the houston.IT Quality Matrix. The contractor shall deliver the contractual service in full on a coordinated data carrier.

If services in connection with the creation of a specification or conception of a software solution are subject matter of the contract, the respective result shall be delivered to the client in printed or printable form on data carriers. These services are to be presented and explained to the client in a results presentation.

2.4.2 The contractor's performance shall also include the installation of the software for testing and trial operation pursuant to clause 9.2. After acceptance of the contractual service in accordance with clause 9, the system shall be installed as a productive system.

The criticality of the system, as well as possible disruptions to the client's business operations, must be taken into account.

Any configurations and parameterizations required for the installation shall be carried out by the contractor in advance, or shall be designed in such a way that any loss of data or hindrance to business operations during or after the installation is excluded for the client. Installations critical to business operations shall (if possible) be performed outside of the client's business hours. Time slots for this must be agreed in writing in advance.

The transfer of data inventories into (or through) the contractual service is to be carried out in compliance with all security regulations in such a way that data loss is excluded or all data inventories can be restored at any time with the current status.

2.4.3 The client shall be instructed in the contractual performance. The instruction shall enable the client to use the subject matter of the contract in accordance with the contract. This also includes the necessary briefings for administrators, multipliers or users. The instruction shall enable an average user to use the contractual service without any further support by the contractor, and shall enable an IT specialist or an administrator of the client to install, operate and maintain the contractual service.

2.5 Quality assurance

The contractual service shall be provided in accordance with the recognized state-of-the-art technological standards in each case, taking into account technical standards and specifications and guidelines provided by the client.

The contractor shall provide the contractual service uniformly in accordance with its Quality Management System, which shall be reconciled with the specifications and guidelines provided by the client. He/she designs the contractual service in such a way that the quality objectives are practically implemented and a high quality of the contractual service 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. The client must register the test at least five working days before it is to begin, stating the location and the content of the test. During this inspection, the client or a third party may also inspect the contractor's entire project documentation.

During the cooperation, the contractor shall continuously inform the client about its Quality Management System and shall designate the responsible Quality Managers as well as the quality procedures. A component of the Quality Management System is the written proof of a concluded non-disclosure agreement, including with vicarious agents in favor of the client, who are potentially engaged.

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 the quality inspections carried out and their test results.

3. Cooperation of the client

If the performance of services involves standard software that does not originate from or is not provided by the contractor, such software shall be procured by the client and made available to the contractor, provided that this is expressly stipulated in the order or in the call-off and is not impossible for the client.

4. Contractor obligations

4.1 Performance environment/preliminary test

Prior to the provision of the service, the contractor shall check the technical conditions to the required extent so that the provision of the service is possible without hindrance and, if necessary, inform the client of the work to be carried out to create the system requirements for the use of the contractual service. Any necessary changes to systems and software (in particular, system and operating software) at the client shall be coordinated with the client. The result of this preliminary test is to be included as a concept in the specifications.

4.2 Milestones/Key dates

The key dates and deadlines agreed in project plans and schedules and otherwise are binding. The timeliness of the deliveries and services shall be determined by the actual provision of the subject matter of the contract for acceptance after a successfully completed test and trial operation (see clause 9.2). If the contractor recognizes that an agreed date or deadline cannot be met, it shall inform the client in writing without delay, stating the reasons for the delay. Changes to agreed dates and deadlines must be made in writing.

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

4.3 Notification of absent cooperation on the part of the client

The contractor shall immediately give notice of any insufficient cooperation by the client in writing or in text form. Otherwise, the client shall not be in default with them and the contractor shall not be entitled to invoke

failure to properly cooperate. If the client culpably fails to provide the notified cooperation after a notice of defects and a reasonable period of grace, the contractor may demand a postponement of the deadlines or periods relating to the cooperation by the duration of the delay.

4.4 Request for additional cooperation

The contractor shall inform the client in good time if additional cooperation by the client is required for the performance of the service over and above the agreed cooperation. These contributions must be requested at such an early stage that it is possible for the client to provide them within the framework of his current business operations without hindering them. Additional participations must not jeopardize the current schedule. Agreed dates and deadlines remain binding. The client reserves the right to claim from the contractor the expenses for cooperation not agreed in the contract.

5. Change of performance

5.1 Change request of the client

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

5.2 Examination of the change request

In the event of a change request by the client, the contractor shall inform the client in writing within 10 working days as to whether the change is possible and what effects it will have on the contractual performance, in particular, on deadlines, expenditure, remuneration and cooperation.

While a request for change is being considered, benefits 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 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.

5.3 Change proposal of the contractor

In the event of a proposed change by the contractor, the client shall notify within 10 working days whether it agrees to the change. This requires that the change proposal is specified in such detail that it is possible for the client to examine the cause and content of the change proposal, as well as the costs and effects of implementation and the effects of non-implementation without further information.

5.4 Agreement on change requests

The client shall notify the contractor in writing within a further period of 10 working days after receipt of the test result (see clause 5.2) as to whether the proposed amendment is to be upheld; if so, the contract shall be updated accordingly.

5.5 Escalation

If no agreement is reached on a proposed change and there is still disagreement about the need to change the contractual performance, both parties shall inform the respective Project Manager or contact person about the cause, content and consequences of the change agreement, as well as the reasons for the failure to reach an agreement. The respective Project Managers or contact persons shall immediately make a decision or have a decision made by employees of the respective party who are authorized to do so.

5.6 Supplementary application

In all other respects, clause 5 of the AEB-IT (Part A) shall apply mutatis mutandis.

6. Project organization

6.1 Obligation of the contractor to perform

For the client, the contractor shall be the sole and unrestrictedly responsible contact person for the contractual performance, even if he uses vicarious agents or assistants.

6.2 Representatives

Prior to the commencement of the performance of the services, the contractor and the client shall each appoint a representative for any coordination that may become necessary in the course of the performance of the services. If one of these representatives is prevented from attending for a longer period of time, a replacement must be appointed in good time. The representatives are authorized to receive all declarations in connection with the contract. They make necessary decisions of their companies quickly, or bring them about quickly.

6.3 Project control/meetings/meeting minutes

During the performance of the contract, the representatives shall meet regularly to the extent necessary at the premises of the client or at the contractor's premises, as agreed, to discuss the status of the performance of the services. The contractor shall prepare a status report on the outcome of these meetings, including all points discussed and, in particular, those still open. This report shall be submitted to the client's representative for approval within five business days of the meeting, without a request to do so.

6.4 Project decisions

If the parties are unable to agree on significant issues during the regular meetings, the Project Manager and the client's contact person shall work towards reaching an agreement. If this is not done without delay, the parties shall escalate the matter in dispute to competent employees or bodies of the respective company, who can make a decision or bring it about without delay.

6.5 Employee qualification

The contractor and its assigned 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.

7. Rights of use

7.1 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, processing also by third parties including the fixed connection with services of the contractor, the right of reproduction and distribution, the right of performance and presentation also 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.

7.2 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.

7.3 Standard software

Notwithstanding clause 7.2, 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.

7.4 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 clause 7.1. Any provision deviating from this shall be agreed in writing in the order, whereby the client shall be granted at least the rights of use to the Customizing Services in accordance with clause 7.2.

7.5 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 contractor's performance results) to be used in connection with the development of the work results prior to the conclusion of the contract. These are to 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 clauses 7.2 and 7.3.

7.6 Co-originator

If employees or vicarious agents of the contractor are co-authors, the contractor warrants that it has acquired from them a grant of rights of use and exploitation corresponding to the aforementioned clauses 7.1 and 7.2 in each case.

7.7 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, compensated, irrevocable, permanent, spatially unlimited 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 (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.

7.8 Granting of rights for updates and in the event of subsequent performance

Any corrections, patches, updates, upgrades, additions, new versions or similar provided by the contractor to the client in connection with the contractual performance, as well as the respective updated documentation therefor (collectively "Updates"), shall also be subject to the provisions of this clause 7.

7.9 Continued validity

Any sub-licenses granted or rights of use granted shall remain unaffected by a withdrawal from or termination of the contract.

8. Delivery location/delivery dates

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

9. Acceptance of services

9.1 Inspection before delivery

The contractor itself shall check the contractual performance before handing it over to the client to ensure that it is complete and meets the contractual requirements and contains all functions in accordance with the service description and specification. For this purpose, he first installs the software for integration tests, trial operation and acceptance test in a test environment of the contractor, which is set up similar to production.

The contractor shall notify the client of the successful performance of the functional tests.

9.2 Test and trial operation and demonstration by the contractor

Acceptance testing of the contractual service by the client shall not commence until its completeness and functionality have been demonstrated on the basis of the functional and non-functional requirements by means of successful testing and trial operation.

Then, a test and trial operation of the contractual service shall be carried out at the client's premises, in order to check the contractual service for completeness and its functions in accordance with the contract and the documentation supplied. If a project quality plan or test cases exist, the procedures and criteria set forth therein shall also apply. If the cooperation of the client is required and agreed for the test and trial operation, the client shall be informed of this in writing by the contractor in good time.

The test and trial operation shall be recorded in writing upon its completion with any inadequacies that may have occurred. The minutes shall be signed by both parties. The client shall immediately confirm a successful demonstration in writing. If requirements are not met, the client may refuse this confirmation. The contractor shall immediately remedy any defects that have occurred and shall again demonstrate the contractual performance in a test and trial operation within the agreed dates and periods.

Upon confirmation by the client of the trial operation carried out without any defects preventing acceptance testing, the contractual service shall be deemed to have been provided by the contractor for acceptance and the acceptance test shall commence at the client's premises, which the contractor shall support to the extent required. If the client waives the trial operation, the contractor shall declare to the client in writing that it is ready to carry out the acceptance procedure.

9.3 Acceptance procedure and defect classes

The client shall only be obliged to carry out an acceptance test if the contractual performance is complete. The place, duration and scope of the acceptance tests shall be determined by the client after consultation with the contractor. The place of the acceptance test shall be the place of use of the contractual service at the client's premises, unless otherwise agreed in the contract. Within the scope of the acceptance test, the contractor shall prove that the software fulfills the contractual requirements under conditions similar to those in productive operation. In the acceptance test, the client shall also check the functions of the software against the functional specification and other agreed specifications. The acceptance test is not a productive use of the contractual service.

Defects of the present contractual service detected during the acceptance test shall be assigned by the client to the following classes:

9.3.1 Class 1: Software or system downtime

The contractual service does not function at all, or one or more defects occur that make a complete acceptance test impossible or hinder it in such a way that a complete acceptance test is impossible or not reasonable.

9.3.2 Class 2: Software or system function(s) fail

Most of the main and peripheral functions of the contractual service are fully functional. One or more main functions work only with significant limitations or workarounds. Individual peripheral functions do not work at all or only with significant restrictions or workarounds. The essential part of the contractual service works and can be tested in a meaningful way.

9.3.3 Class 3: Software or system function(s) are significantly impaired

All the main functions of the contractual service are working. Individual main or peripheral functions work with not only insignificant limitations or workarounds.

However, the contractual service as a whole can be fully tested in a meaningful way.

9.3.4 Class 4: Software or system function(s) are only insignificantly affected

All main and peripheral functions of the contractual service are working. Individual functions can be tested with insignificant restrictions or workarounds.

9.3.5 Supplementary regulations for Class assignment

The contractor may object to the assignment to a defect Class if it demonstrates that the contractual performance meets the contractual requirements in this respect or that the defect is to be assigned to a different Class.

9.4 Refusal of acceptance

The client shall only be obliged to declare acceptance (see clause 9.5) if the contractual performance is complete, in accordance with the contract and at most insignificantly defective.

The client may refuse acceptance and abort the acceptance test if a defect of Class 1 and/or 2 or several defects of Class 3 are found, i.e. if there is no contractual performance, or if there is a contractual performance that is essentially unusable.

In the case of defects of Class 3, the client may only refuse acceptance if, when considered as a whole, the contractual performance is not only insignificantly defective, e.g. smooth and trouble-free work is not only insignificantly impeded as a result.

If the contractual performance is defective, the contractor shall remedy the defect within a reasonable period of time, taking into account the interests of the client, in particular, in compliance with the agreed dates and deadlines.

The contractual service shall again be made available for acceptance. If the contractor exceeds agreed dates and deadlines within the scope of this rectification of defects, the contractor shall be in default with its

performance. In the event of refusal of acceptance, the contractor shall not be entitled to a postponement or extension of the deadline.

9.5 Acceptance declaration

The client shall declare acceptance in writing when it has been proven that the performance, which is complete and in accordance with the contract, does not contain any significant defects. With this declaration of acceptance, the price and performance risk is transferred to the client. The contractual performance shall be deemed accepted only if the client has signed the acceptance protocol for the overall contractual service together with the acceptance declaration.

If acceptance is refused, the contractor shall not be obliged to carry out acceptance again until the contractor proves that any defects identified that prevent acceptance have been remedied.

The contractor shall be obliged to remedy insignificant defects within a reasonable period of time. The contractor may also provide these within a reasonable period of time as part of a regular delivery of corrections, patches, updates, upgrades, new versions or the like together with the respective updated documentation therefor (collectively "Updates").

If the client accepts the contractual performance despite identified defects that are not merely insignificant, these shall be recorded in the acceptance report and remedied by the contractor without delay.

9.6 Release of partial services

Partial acceptances are excluded. Confirmation of parts of the performance, concepts, specifications or milestones shall not be deemed to be acceptance or partial acceptance, but shall merely imply release of the relevant section of the performance, whereupon the contractor shall continue to provide the performance to the agreed extent. The provisions of this clause 9 shall apply mutatis mutandis to releases.

9.7 Start of limitation period

Limitation periods for claims for defects shall not commence until overall acceptance of the contractual performance. The date of signing of the acceptance protocol by the client shall be considered as the date of acceptance, which may not be unreasonably refused. Insofar as defects or missing functions or malfunctions are recorded in the acceptance report, the acceptance date shall be the first day on which the last significant defect has been eliminated, or the last missing function has been integrated without defects and accepted.

10. Deficiencies and performance failures

Any deviation of the contractual performance from the specifications and other agreed specifications shall always constitute a material defect.

A defect in the documentation exists if a reasonable user with the knowledge normally to be expected for the use of the software cannot, with the help of the documentation and with reasonable effort, either understand how to use individual functions or solve problems that arise.

The contractor warrants that the contractual service can also be used to operate common programs – at least, however, those intended for the purpose of the contract – on the basis of industry standards without malfunctions.

He further warrants that the contractual performance complies with the applicable statutory provisions at the time of acceptance. If a statutory provision changes without prior warning and just before (or during) the planned acceptance that the contractor cannot reasonably be expected to take the change into account, the contractor may demand a reasonable extension of agreed dates and deadlines for the part of the contractual performance affected thereby.

The limitation period for material defects is 2 years from acceptance. The limitation period for defects of title shall be 2 years and shall commence at the end of the calendar year in which the claim arose and the client became

aware of the defect of title (in particular, an infringement of an industrial property right) and the beneficiary or should have become aware of it without gross negligence. The limitation period shall be suspended by a notice of defect given by the client.

The client shall notify the contractor without delay of any defects occurring up to the expiry of the limitation period and shall cooperate to the necessary extent in the analysis and rectification of defects.

In cases of faults that were not caused by the contractual service or not only by the contractual service, the costs incurred for the fault search, analysis and fault rectification shall be divided appropriately according to the respective causation contributions or reimbursed to the party that did not cause the fault.

10.1 Subsequent performance

The contractor shall remedy defects within the warranty period, taking into account the interests of the client, without undue delay and within a reasonable period of time either by delivering an improved version of the contractual performance or by producing the contractual performance anew. The client's interest shall be sufficiently taken into account if the contractor chooses the option that least hinders the client's business operations.

A short-term measure may be the provision of a substitute or workaround solution to temporarily remedy or circumvent the effects of a deficiency. The defect shall not be deemed to have been remedied until it has been remedied in full within a reasonable period of time.

If a defect of Class 1 or several defects of Class 2 are detected within the warranty period, the contractor shall, in principle, provide supplementary performance by rectifying the defect.

10.2 Reduction, withdrawal

In the event of a failure to remedy the defect or if a grace period granted to the contractor

expires unsuccessfully, the client may, at its option, reduce the remuneration or withdraw from the contract in whole or in part. 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 defects, on the basis of a linear four-year depreciation.

10.3 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.

10.4 Reimbursement of expenses, damages

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

11. Data privacy, information security and data security 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 regulations, and all precautions and measures in accordance with the currently recognized state of ICT technology.

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.

12. Commencement, cancellation and termination of contract

12.1 Commencement

The contract shall commence at the earliest upon conclusion of the contract, unless another date is agreed in the contract for this purpose, and shall end upon complete performance of all contractual services.

12.2 Termination without good cause

The client shall be entitled to terminate the contract prematurely at any time, even without good cause, subject to a notice period of 8 (eight) weeks. In this case, the client shall remunerate only the services rendered up to the date of termination. The decisive factor here is the degree of completion in accordance with the agreed schedule. Acceptability of the services is not required.

The right of the client to terminate the contract in accordance with Section 648 BGB remains unaffected.

12.3 Extraordinary 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.

Termination must be in writing in order to be effective.

12.4 Termination of contract

In the event of termination and pro rata remuneration, the contractor shall hand over the contractual performance to the client in full in accordance with the ascertained degree of completion. This also includes all documents and documentation required for further use by the client. Any copies of the documentation and other documents of the client remaining with the contractor in any form whatsoever shall be returned to the client and copies thereof shall be deleted or destroyed. There shall be no rights of retention or rights to refuse performance in respect of the software, data or other documents to be surrendered.

13. Software maintenance

Insofar as maintenance services have also been agreed during the duration of the project, the contractor shall keep the contractual service 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 maintenance of customizing services should be done together with the maintenance of the overall solution. The special provisions on "Software Maintenance" (AEB-IT (Part F) apply to these services.

In the event of withdrawal from the individual software development or customization contract for the software, the software maintenance shall also end automatically (objection enforcement). After the expiration of the warranty for the contractual service, only the termination of the software maintenance is possible. This applies accordingly to individual parts of the contractual performance.

14. Special features of contractual services

Insofar as the contractor is to support the client in the conception of a specification (e.g. requirements or functional specifications) or design concept or is to create such a concept, this may be expressly provided for in the contract as a contractual service in individual cases by way of exception. In this case, the contractor shall always owe the best possible, professional execution.

The specifications in clauses 9.1 and 9.2 shall apply accordingly to the manner in which these services are handed over. The performance thus handed over by the contractor shall be inspected by the client to determine whether it is in order.

In the event of improper performance, the contractor shall be entitled to subsequent performance. 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. The procedure pursuant to clause 5 of the AEB-IT (Part A) shall apply to changes in services.