cellcentric GmbH & Co. KG

General Terms and Conditions of Purchase for IT Part L – Agile Development and Customization of Individual Software

(Version 03/21)

1. General

1.1 Scope

These special provisions of AEB-IT (Part L) as amended at the time of conclusion of the contract for the development of individual software and the adaptation of software based on agile development methods shall always apply together with the general provisions of AEB-IT (Part A) as a single part of the contract.

1.2 Contract structure and order of precedence

Annexes to these AEB-IT (Part L) specify and supplement the provisions of these AEB-IT (Part L). Insofar as reference is made in these AEB-IT (Part L) to the "order" or the "contract", this order or this agreement shall also include all attachments to the order or the agreement, as well as the provisions referred to therein.

The orders and contracts shall take precedence over these AEB-IT (Part L) in the event of any contradictions.

In the event of any inconsistency with the AEB-IT (Part A), the provisions of this AEB-IT (Part L) shall prevail; in the event of any inconsistency with the Annexes to this AEB-IT (Part L), the provisions of the respective Annex shall prevail.

1.3 Terms, definitions

The client shall use certain terms in these AEB-IT (Part L) and, if applicable, in its orders and their Annexes, which are explained below:

"Project" shall mean the project specified in more detail in the order or in the contract.

The "product vision" describes the essential project goals that must be achieved from the client's point of view.

An "Epic" or "Theme" describes a group of content-related requirements from a business perspective, with each Epic or Theme described at a very high level of abstraction and concisely, in a short paragraph. An "Epic" or "Topic" forms the bracket over several user stories, which contain the detailing of the individual functional and non-functional requirements.

A "Story Point" is a unit (e.g., points or person-days) for measuring the complexity of realizing a user story. Alternatively, the agreement of comparable units of effort or complexity is possible.

A "User Story" contains (i) a description of a concrete use case from the user's point of view, (ii) an estimate of the effort required to realize it measured in story points or other units, (iii) a description of the acceptance criteria that must be met for performance under the given contract, including associated test cases to verify the correct functioning of that use case. The user stories form the basis of the realization (see clause 5).

A "Reference User Story" means, at the client's discretion, either (i) a User Story already fully described by the client upon conclusion of the contract or (ii) a User Story already realized in the further course of the project, up to the time of the Analogy Estimate.

A "Sprint" is an iteration phase with a defined runtime in which a certain number of requirements from the Product Backlog are prioritized in the form of user stories and then implemented.

An "Analogy Estimate" is an estimate of the complexity of a user story to be realized within a Sprint based on a comparison with the complexity of reference user stories.

"System" means the Custom Software and/or Customized Software to be developed under this contract (together with any "Base Products" used).

"Subject Matter" means the system, the documentation, and all other services owed by this contract.

"Sprint Result" means the portion of the contract that is developed during a Sprint.

The "Product Backlog" is a list of all Epics, including the user stories contained therein and already defined.

A "Sprint Backlog" is a section of the Product Backlog and contains the user stories to be realized within a Sprint.

"Documentation" means the documentation of a system from a business and technical perspective to the extent described in clause 5.5.

"Operations Manual" is a part of the documentation and documents all system specific information required for the successful operation of the system by the client.

"Installation Manual" or "Installation Manual" is a part of the documentation and documents all system specific information necessary for successful installation and commissioning of the system.

"System Architecture" defines the basic technical principles according to which the system is to be built. This includes all basic products and concepts used, how and for what purpose they are used, a technical operating model and comprehensible justifications for all decisions made by the contractor or jointly in this regard.

Under the "Exchange-for-free" process, certain requirements can be exchanged for requirements not included in the project scope without impacting the compensation to be paid by offsetting the story points underpinning the requirements.

"Acceptance criteria" are a description of the desired results of a user story (good-cases) possibly supplemented by a description of undesired results (bad-cases).

The "Definition of Done" contains further criteria that are mutually agreed upon in the project that must be fulfilled in order for a User Story, a Release or a Sprint to be considered complete.

"Potentially Shippable Product" means a Sprint result that is usable as such.

"Release" means a version of the subject matter of the contract released by contractor which covers all requirements defined for such version.

A "release plan" flowchart constantly updated by the parties, describing which functionalities will be made available in the coming releases. "Test Cases" or "Test Cases and Scenarios" describe the test procedure for the verification of a user story or the integrative interaction of several user stories. Contents are input variables, preconditions for execution, expected results.

The "Test Strategy" defines the conditions for the test organization.

An "Impediment" describes an obstacle that prevents the contractor from efficiently completing its tasks or achieving the goal of a Sprint, thus hindering development progress. Impediments are documented in the "Impediment Log".

An "Impediment Log" is a list of impediments that includes a description, tasks for resolution, and current status for each impediment.

2. Subject matter of the contract/scope of services

2.1 The scope of the ordered services shall be defined in the order or the contract or in the technical specifications, if such specifications are part of the contract or the order or the contract.

2.2 Unless expressly stated otherwise in the order or the contract or in the "Technical Specifications", the contractor shall perform the following services, including the scope of services and related services specified therein, based on the agile method described below.

3. Concept services

3.1 Unless provided by the client in advance, or unless otherwise provided for in the order or the contract or the "Technical Specifications", the contractor shall be responsible, in

particular, for the following tasks (conceptual services):

(a) At the beginning, the contractor shall check whether the contents and objectives defined by the client in the product vision are sufficiently described and, if a need for adaptation or optimization is identified, shall immediately notify the client thereof in text form;

(b) The contractor shall ensure the complete description of the system requirements in the form of epics, a release plan, the test strategy, and, if applicable, the underlying system architecture based on the product vision;

(c) In the case of software customization, the contractor shall assess by means of a Fit/Gap Analysis which requirements are already mapped by the standard functionality of the base software, and which gaps exist and need to be closed to achieve the requirements and update existing Epics accordingly;

3.2 The contractor shall ensure that all goals set forth in the Product Vision are consistently described in terms of Epics, in the Release Plan, in the Test Strategy, and in the System Architecture prior to commencing implementation.

3.3 Subject to clause 2.2, the contractor shall deliver to the client the holistically

described Product Backlog on the basis of Epics, the Release Plan, the Test Strategy and the System Architecture by the agreed completion date in printed form and on a data carrier in a common or agreed format.

4. Specification services

4.1 Subject to clause 2.2, the contractor shall be responsible for the complete detailing of the requirements contained in the Epics by way of creating user stories. As part of the creation of the user stories, the contractor shall, in particular, ensure that a sufficient number of meaningful test cases and acceptance criteria are defined for each completed user story, and that the complexity of a user story is evaluated

on the basis of story points and documented accordingly (specification services).

4.2 The contractor shall ensure that a sufficient number of requirements have been detailed in the form of user stories in good time before the scheduled start of a Sprint.

4.3 Subject to clause 2.2, the contractor shall deliver to the client:

(a) in time before the start of a Sprint, a sufficient number of user stories for realization within that Sprint;

(b) by the agreed completion date, the fully detailed Product Backlog in printed form and on a data carrier in a common or agreed format.

5. Realization by means of Sprints

5.1 General

5.1.1 The project is realized by means of so-called Sprints. The procedure described in clauses 5.2 - 5.6 is repeated until all user stories described in the Product Backlog have been successfully processed or the assigned Story Point quota has been used up.

5.1.2 Subject to clause 2.2, the term of a Sprint shall be mutually agreed upon by the parties prior to the start of a Sprint.

5.2 Sprint planning

5.2.1 At the beginning of each Sprint, the contractor shall advise the client in a joint Sprint planning meeting on the selection and prioritization of user stories from the Product Backlog for the current Sprint.

5.2.2 The contractor shall inform the client in text form, in particular, if the selection of certain user stories in a certain sequence results in potential cost and time savings, or if the implementation of certain user stories within a Sprint is required due to technical or functional dependencies. The right of decision regarding the selection and prioritization of user stories for a sprint lies with the client.

5.2.3 The contractor shall evaluate or update and document in text form the complexity of

the user stories selected for the current Sprint by way of an Analogy Estimate based on the reference user stories. The complexity assessment is subject to approval by the client.

5.2.4 Taking into account the complexity requirements and the agreed completion date, the contractor shall check how many of the user stories can be implemented in the defined priority within the current Sprint, and shall move the user stories to be implemented from the Product Backlog to the Sprint Backlog.

5.2.5 After the Sprint Backlog has been approved by the client, the contractor shall implement the user stories contained in the Sprint Backlog. No changes or additions to user stories should be made from the time of release.

5.3 Sprint implementation

5.3.1 Subject to clause 2.2, the services to be provided by the contractor shall include, in particular:

(a) creating or modifying the source code of any software in the form of a Potentially Shippable Product or Release; and/or

(b) customization and parameterization (without intervention in the source code) of software (collectively referred to as "configuration"); and

(c) installation and deployment on a system to be agreed between the parties; and

(d) updating of documentation; and

(e) Quality Assurance services

(f) detailing of user stories according to clause 4

5.3.2 The services shall be implemented by the contractor in accordance with the requirements of the user stories in the specified priority from the respective sprint backlog released by the client and the specifications of the agreed system architecture, if any. In doing so, all requirements of the user stories have to be considered and realized with suitable technical and business solutions in such a way that the

Sprint Result meets the requirements of the client and is suitable for its purposes.

5.3.3 Subject to clause 2.2, in the event of a planned subsequent implementation of the system in the client's program and system landscape, the contractor shall ensure the interoperability of the system with programs and systems to be used together with it.

5.3.4 Prior to completion and presentation of the Sprint Result, the contractor shall ensure the owed functionality and performance by means of suitable test procedures.

5.4 Regular sprint meetings

5.4.1 Subject to clause 2.2, contractor shall hold daily Sprint Meetings during a Sprint. The goal of these sprint meetings is to give both parties insight into the current activities and the obstacles (impediments) the contractor is facing.

5.4.2 The contractor shall report on the following topics, in particular:

(a) tasks completed since the last Sprint Meeting; and

(b) planned tasks until the next Sprint Meeting and alignment with the Sprint Goal; and

(c) currently existing impediments and corresponding proposed solutions; and

(d) current status of the maintained Sprint Backlog.

5.4.3 In addition, contractor shall document the impediments in an Impediment Log and report the impediments that jeopardize the achievement of the Sprint Goal to client in text form without prejudice to clause 9.5 (b) without undue delay. All impediments that are not remedied within a reasonable time (in the absence of an agreement to the contrary, within 48 hours) shall be escalated by the contractor to the client's representative.

5.5 Documentation

5.5.1 The contractor's implementation service shall also include the preparation of the

documentation. This documentation is part of the main performance obligation.

5.5.2 The documentation shall contain a complete description of the system, both from a business and technical point of view, and shall include, in particular, the fully described and commented source code of the system, configurations, related design documents, an operation manual and an installation manual, all test protocols, and the current Product Backlog.

5.5.3 The contractor shall be obligated to maintain the documentation at all times in a condition that enables the client to operate, maintain, commission and further develop the system even without the contractor, if necessary with IT specialists. Configurations must be described by the contractor and documented in the installation manual in such a way that an average IT specialist can carry them out and data loss or an obstruction of the client's business operations is ruled out. The Operations Manual shall be written in such a manner that an average user can use the contractual service without assistance from the contractor without significant limitations.

5.5.4 Unless expressly stated otherwise in the order or the contract or in the Technical Specifications, the documentation shall be delivered in German for German-speaking locations; otherwise, in English in printed form or in a form that can be printed with common programs.

5.6 Sprint Review and Retrospective

5.6.1 At the end of each Sprint, the contractor shall organize and moderate a Sprint Review Meeting and a Sprint Retrospective Meeting, unless otherwise agreed. The goal of the Sprint Review Meeting is to:

(a) present the Sprint Result to client by conducting a test and trial operation in accordance with clause 17.1 and make it available to client for acceptance; and

(b) bring about the acceptance of the Sprint Result (Clauses 17.2 - 17.5) by client,

(c) identify new or modified user stories,

(d) provide the client with an accurate report of Story Points already consumed, project progress against any agreed milestones and delivery dates, and a forecast for the project duration.

The goal of the Sprint Retrospective Meeting is to compile the experiences from the previous Sprint and to incorporate the results into future Sprints in the form of improvement measures. In this context, the contractor shall take appropriate measures at an early stage if the speed of realization of the current Sprint gives reason to believe that the agreed completion date or agreed milestones will not be met.

5.6.2 With the Sprint Review Meeting and the Sprint Retrospective Meeting, a Sprint is completed.

6. Finalization

6.1 After completion of the realization phase and in good time before expiry of the agreed completion date, the contractor shall present the system to the client by way of a test and trial operation (clause 17.1) and shall make the system, including the agreed documentation and all other documents required or owed for acceptance and use, available to the client in an operational condition for acceptance (clauses 17.2- 17.5).

6.2 The contractor shall deliver the contractual service in its entirety on a common (or coordinated) data carrier.

7. Installation, integration and deployment of the system

For services in connection with the installation, integration and provision of the system, the special provisions for "Individual Software Development, Maintenance and Adaptation of Software" (AEB-IT (Part H)) shall apply.

8. Software maintenance

8.1 Insofar as maintenance services have also been agreed, the contractor shall keep the contractual service in line with current and recognized state-of-the-art technological

standards and free of malfunctions, and shall remedy any defects that occur. The maintenance of configuration services is carried out together with the maintenance of the system. The special provisions on "Software Maintenance" (AEB-IT (Part F)) shall apply to these services.

8.2 In the event of withdrawal and termination, software maintenance shall also end automatically.

9. Project organization

9.1 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.

9.2 Contact person

9.2.1 Prior to the commencement of the provision of services, the contractor shall appoint a representative in text form for the planning, control and coordination of the tasks and the contractor's project staff involved. The client shall also appoint a representative.

9.2.2 Communication shall take place exclusively via representatives. 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.

9.3 Key dates

Dates and meetings to be organized by the contractor within the scope of the project implementation shall be announced to the client in text form in due time, unless otherwise agreed in the order or the contract or the technical specifications, with at least one week's notice.

9.4 Meetings and workshops

Unless otherwise agreed, the contractor shall provide suitable premises, as well as appropriate video/audio conference facilities for remote participation for all appointments or workshops taking place in the project.

Unless expressly agreed otherwise, the client's participation in meetings shall not be binding.

9.5 Reports

Subject to clause 2.2, the contractor shall, without prejudice to the other documents and reports owed under these AEB-IT (Part L), regularly provide the client with the following reports, in particular, in text form during the project:

(a) halfway through a Sprint, as well as after each Sprint and during a Sprint, no later than half a business day after a specific request by client: a detailed report on efforts already incurred, project progress against any agreed-upon milestones and delivery dates, and a forecast for total costs and project duration; and

(b) on a daily basis, or immediately if resolution is to be brought about by client: a current "Impediment Log".

9.6 Project decisions

If the parties cannot agree on significant issues in the context of the decisions to be made in the project, the contractor's representative 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.

9.7 Special requirements for the project organization

The order documents and, in particular, the may contain special provisions on the project organization which shall prevail in case of conflict with these AEB-IT (Part L). This concerns, in particular, formal requirements for results documents for individual project phases/activities, as well as the definition of corresponding templates and further tools.

9.8 Employee qualification

The contractor shall only use such personnel who are 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.

10. Overarching contractor obligations

10.1 Tools of the contractor

Subject to clause 2.2, the contractor shall provide all tools required for the performance of the contractual service – including required development environments, project management and planning systems, as well as required test environments.

10.2 Compliance with quality assurance standards

10.2.1 The contractual service shall be provided in accordance with the respective and recognized state-of-the-art technological standards, as well as in compliance with technical standards and specifications and guidelines provided by the client.

10.2.2 The contractor shall provide the contractual service uniformly in accordance with its Quality Management System, which shall be reconciled in advance with the specifications and guidelines provided by the client. Unless otherwise agreed, these specifications shall include the Project Quality Matrix and Quality Gates Guideline in its provisions relevant to the contract. 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.

10.2.3 The client shall be entitled to inspect the contractor's Quality Management System in connection with the contractual performance at the contractor's premises during customary business hours 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 and/or third parties commissioned by the client may also inspect the contractor's entire project documentation,

which shall be made available to the client for inspection.

10.2.4 The contractor shall designate the responsible Quality Manager, as well as the quality procedures, prior to the commencement of the performance of the owed service, and shall inform the client about its Quality Management System on an ongoing basis during the period of cooperation.

10.2.5 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.

10.3 Legal and regulatory requirements

In the order or the contract and/or the technical specifications – including their Annexes – and in concepts prepared by cellcentric, special legal and general official requirements are regularly not mentioned, since the contractor, as a specialized company for the contractual performance, is expected to have a comprehensive understanding of legal and official requirements to be observed. These requirements must, therefore, be met by the contractor.

10.4 Review of the contract documents

The contractor shall, on the basis of its expertise, check the documents provided to it by the client for correctness and completeness before submitting its offer, and shall notify the client in writing of any incompleteness, contradictions and errors before submitting its binding offer. The contractor shall not be entitled to invoke defects in the contract documents which it failed to detect or report for reasons for which it is responsible. This shall apply accordingly to documents provided by the client after the start of the project.

10.5 Performance environment/preliminary test

Prior to the provision of services, the contractor shall check the technical conditions

at the place of installation or use of its contractual services to the required extent, so that the provision of services 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 services. The contractor shall notify the client in text form of any necessary changes to systems and software (in particular, system and operating software). Such changes are to be coordinated with the client. The result of this preliminary review shall be documented in the form of user stories (including an Analogy Estimate of effort based on reference user stories), if these are to be created by the contractor.

10.6 Request for additional contributions and provisions

The contractor shall notify the client in writing in due time if additional cooperation or provision by the client is necessary for the performance of the services beyond the agreed scope of cooperation/provision. These forms of cooperation and provisions must be requested at such an early stage that it is possible for the client to provide them within the framework of its ongoing business operations without hindering these operations. Any additional cooperation and provision required must not jeopardize the existing schedule; agreed dates and deadlines shall remain binding. The client shall be entitled to claim from the contractor the expenses for any cooperation and provision not agreed upon.

10.7 Notification of absent cooperation and provision by the client

The contractor shall immediately give written notice of any insufficient or omitted cooperation by the client. 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 cooperation for which notification has been given and a reasonable period of grace has been granted, the contractor may demand a postponement of the affected dates and deadlines by the duration of the delay.

10.8 Secrecy obligation

The contractor shall conclude a written non-disclosure agreement in favor of the client with any vicarious agents engaged and shall provide evidence thereof to the client upon request.

11. Cooperation and provision on the part of the client

11.1 Insofar as the cooperation and provisions of the client exceed the requirements according to these AEB-IT (Part L), this shall be described in the order or the contract and/or the Technical Specifications. The procedure for issuing reminders pertaining to cooperation and for agreeing on additional cooperation by the client is set out in clauses 10.6 and 10.7.

11.2 If standard software is to be included in the contractual performance according to the order or the contract or the technical performance specification, and if this software does not originate from the contractor or is to be provided by the contractor, the client shall procure the standard software and make it available to the contractor if this is expressly regulated in the order or the contract and is not impossible for the client.

12. Performance locations, delivery dates and milestones

12.1 Places of performance

The contractor's services shall be provided at the locations designated in the order or the contract and/or in the Technical Specifications. If no specifications exist, the contractor shall provide the services with the exception of installation and integration at the contractor's registered office, unless otherwise stipulated in these AEB-IT (Part L).

12.2 Milestones/delivery dates

12.2.1 Agreed delivery dates, milestones and deadlines are binding. The delivery dates and deadlines result, in particular, from the order or the contract and/or the technical performance specification. The timeliness of the deliveries and services shall be determined by the date of delivery (if, exceptionally, no acceptance of the services is to be performed)

or by the date of acceptance after successful completion of the test and trial operation (see clause 17). 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 delivery dates and deadlines must be made in writing.

12.2.2 If an agreed deadline is exceeded, the contractor shall do everything to minimize the delay and to make up for the delay. Any contractual penalties agreed for delay in delivery dates and, in particular, milestones shall result, in particular, from the order or the contract. The reservation of assertion of the contractual penalty may be asserted until payment of the contractor's final invoice. Further rights of the client due to delay of the contractor with milestones remain unaffected.

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

12.3 Transfer of risk

The services shall be provided at the respective agreed place of performance (clause 12.1) at the respective agreed date (clause 12.2). Prior to this, the risk of price and performance shall not pass to the client. For services subject to acceptance, clause 17 shall apply to the transfer of the risk of price and performance.

13. Remuneration

13.1 General

13.1.1 All agreed services of the contractor, in particular, also those included in the AEB-IT, are included in the contractually agreed remuneration, unless expressly agreed otherwise in writing.

13.1.2 Remuneration for services according to fixed price (clause 13.2) or maximum price (clause 13.3) or on the basis of Story Point quotas (clause 13.4) shall only be made after complete performance of the service. If the parties agree on partial payments, partial payments shall only be made after complete performance of the respective partial service.

13.1.3 Unless otherwise expressly agreed in writing as a whole or for individual services, the prices stated in the order or the contract shall be maximum prices (clause 13.3).

13.1.4 The contractor shall be bound by agreed remuneration ceilings, price ranges and fixed prices. The contractor's estimate of expenditure shall be binding, unless it is expressly stated in the order or contract that it is non-binding.

13.1.5 The parties agree that the ordering and implementation of the project is based on mutual trust. The contractor shall disclose the calculation basis underlying its offer and the respective relevant price parameters to the client within the scope of its offer, in order to ensure the transparency of the prices and the comprehensibility of the efforts performed in the project by the client.

13.2 Fixed price

13.2.1 If a fixed price has been agreed for a service, the contractor shall provide the service in full at the agreed price.

13.2.2 Unless expressly agreed otherwise in the order or the contract, additional expenses for the complete performance of agreed services shall be borne by the contractor, unless (a) the contractor is not responsible for them and (b) the contractor has notified the client in writing in due time beforehand and (c) cellcentric has agreed to this by way of a separate order. In particular, additional requirements of the client (clause 15 Additional services) that exceed the respective current Product Backlog and cannot be compensated according to the exchange-for-free principle, are excluded. Remuneration for additional requirements shall only be made by way of a separate order.

13.2.3 If the parties agree on partial payments and nothing to the contrary is expressly agreed in the order or the contract, the remuneration owed for the respective partial service shall correspond to 75% of the sum of the number of Story Points attributable to the partial service multiplied by the agreed price per Story Point. The remaining 25% of the remuneration is linked to the successful final acceptance of

the system, and is only to be invoiced after successful final acceptance. In the event of premature termination of the project, clause 20.2.1 shall apply.

13.3 Maximum price

13.3.1 If a maximum price has been agreed for a service, this shall constitute a binding upper price limit for the service.

13.3.2 Unless expressly agreed otherwise in the order or the contract, additional expenses for the complete performance of agreed services shall be borne by the contractor, unless (a) the contractor is not responsible for them and (b) the contractor has notified the client in writing in due time beforehand and (c) cellcentric has agreed to this by way of a separate order. Excluded from this are, in particular, additional requirements (clause 15 Additional services) that exceed the respective current Product Backlog and cannot be compensated according to the exchange-for-free principle. Remuneration for additional requirements shall only be made by way of a separate order.

13.3.3 If the maximum price is not exhausted, the contractor shall not be entitled to the unexhausted part of the maximum price.

13.3.4 The calculation of remuneration according to the maximum price is done by multiplying the total effort for the realization of the Product Backlog measured in Story Points by the agreed price per Story Point. The total effort for the realization of the Product Backlog in the form of Story Points as well as the price per Story Point will be bindingly determined upon conclusion of the contract.

13.3.5 If the parties agree on partial payments and nothing to the contrary is expressly agreed in the order or the contract, the remuneration owed for the respective partial service shall correspond to 75% of the sum of the number of Story Points attributable to the partial service multiplied by the agreed price per Story Point. The remaining 25% of the remuneration is linked to the successful final acceptance of the system, and is only to be invoiced after successful final acceptance. In the event of

premature termination of the project, clause 20.2.1 shall apply.

13.4 Remuneration based on Story Point quotas

13.4.1 If remuneration based on Story Point quotas has been expressly agreed, the contractor shall invoice its services in accordance with the Story Points implemented in the agreed billing period.

13.4.2 There shall be no claim to remuneration for services in excess of the agreed Story Point quota. Remuneration for additional requirements shall only be made by way of a separate order.

13.4.3 If the Story Point quota is not used up, the contractor shall not be entitled to the unused portion of the Story Point quota.

13.4.4 The calculation of the remuneration on the basis of Story Points shall be made by multiplying the number of Story Points by the agreed price per Story Point. The number of Story Points as well as the price per Story Point shall be bindingly determined upon conclusion of the contract.

13.4.5 If the parties agree on partial payments, and if nothing to the contrary is expressly agreed in the order or the contract, 75% of the number of Story Points attributable to the partial performance shall initially be charged for the respective partial performance. The remaining 25% shall be contingent upon successful final acceptance of the system, and shall be invoiced only after successful final acceptance. In the event of premature termination of the project, clause 20.2.1 shall apply accordingly.

13.5 Remuneration according to expenditure (Time & Material)

13.5.1 In the event of an express agreement on remuneration according to "Time & Material", with or without a remuneration cap, the contractor shall invoice its services in each case after the services have been rendered in accordance with the agreed invoicing periods. Time & Material is a basis for calculating wages

based on the cost of labor and materials, for example, for design and specification services (clauses 3 and 4).

13.5.2 There shall be no claim to remuneration for agreed services in excess of an agreed upper remuneration limit. Unless otherwise expressly agreed in the order or the contract, an agreed maximum price shall also be deemed to be an upper limit of remuneration for services rendered on a time and material basis, i.e. the maximum price shall act as an absolute upper limit of the contractor's remuneration claim for the project the order as a whole.

13.5.3 The contractor shall be responsible for ensuring that the calculation of the effort carried out by it before placing the order is not exceeded for reasons for which it is responsible. The contractor shall inform the client without delay as soon as it becomes apparent to the contractor that the estimated expenditure is likely to be exceeded – irrespective of the reason – and shall communicate the reasons and the additional expenditure in a specified manner. 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 demands adjustments to the effort estimate for reasons for which it is responsible, the client may give the contractor extraordinary notice of termination.

14. Change of performance

14.1 Change request of the client

Until successful final acceptance, the client may request changes to the agreed scope of services in text form at any time.

14.2 Examination of the change request

14.2.1 If the client requests a change, the contractor shall inform the client in writing by the agreed date – at the latest after 10 working days – as to whether the change is possible and what effects it will have on the contractual performance, in particular, on deadlines, dependency on other Epics or user stories, effort, remuneration and cooperation.

14.2.2 The following applies to the effort assessment of new requirements:

(a) The parties shall detail the scope of change in the form of user stories. The procedure described in item 4 shall apply accordingly.

(b) The contractor shall prepare an effort estimate for these user stories by way of an Analogy Estimate based on the reference user stories.

14.2.3 The contractor shall, within the scope of its examination of the change request, be obliged to avoid adjustments to the remuneration if possible, and to implement the exchange-for-free principle in the event of new requirements. The following procedure is used for this purpose:

(a) contractor shall consider whether and to what extent other user stories can be simplified to reduce the associated implementation effort.

(b) The parties shall, in accordance with clause 4, specify user stories for Epics that are not yet defined in user stories but where potential for simplification and complexity reduction is identified, and seek to reduce complexity in the process.

(c) The contractor shall check whether the user stories that are not absolutely necessary from the contractor's point of view can be eliminated from the Product Backlog.

14.2.4 If the changes cannot be (fully) compensated for with the help of the exchange-for-free principle, the contractor shall submit a separate offer for the implementation of the requirements to the client in accordance with clause 15.

14.2.5 While a request for change is being considered, services shall continue under the existing contract. They shall be interrupted in whole (or in part) only upon written instruction of the client. In the event of a requested interruption, 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.

14.2.6 The expenses associated with the audit shall be borne by the parties themselves.

14.3 Agreement on change requests

The client shall notify the contractor in writing within the agreed period, otherwise within a reasonable period after receipt of the test results (see clause 14.2), whether the proposed amendment to the test results is maintained; if this is the case, the amendment shall be agreed and the contract shall be updated accordingly. The new or changed Epics and/or user stories are prioritized accordingly in the Product Backlog.

14.4 Change proposal of the contractor

In the event of a proposed change by the contractor, the client shall notify the contractor in text form within the agreed period of time, otherwise, within a reasonable period of time, as to 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.

14.5 Escalation

If no agreement is reached on a proposed amendment, or if there is still disagreement on the need for an amendment, both parties shall inform the respective representative or contact person of the cause, content and consequences of the amendment agreement, as well as the reasons for the failure to reach agreement. The respective representatives or contact persons shall immediately make a decision or bring about a decision by employees of the respective party who are authorized to do so.

14.6 Supplementary application

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

15. Additional services

At the request of the client, the contractor shall provide additional or further services in connection with this order or the contract which cannot be compensated via the exchange-for-free principle (clause 14.2.3) in accordance with a separate order, unless this is unreasonable for the contractor. Unless expressly agreed otherwise, these AEB-IT (Part L) shall also apply. The procedure described in clause 14.2.2 shall apply accordingly to the effort assessment of these additional or further services, using the reference user stories on which the project is based. If the remuneration for additional services is made according to maximum price (clause 13.3), a price per Story Point agreed under the project shall also be used for the evaluation of the remuneration of these additional services by way of an Analogy Estimate.

16. Rights of use

16.1 Ownership and exclusive rights of use of the client

16.1.1 Ownership of all results and interim results of the contractor's contractual services, e.g. service descriptions, Product Backlog, user stories, other 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, images, 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 this connection 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.

16.1.2 In addition, the contractor hereby grants the client the exclusive, 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, which right is compensated for with the agreed remuneration. 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.

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

16.2 Non-exclusive rights of use of the client
To work results, other copyrights or other knowledge (know-how) of the contractor already 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 ("Intellectual property of the contractor") acquired by the contractor, its vicarious agents and employees during the performance of the services, the contractor hereby grants the client a non-exclusive, irrevocable, permanent, spatially unlimited, transferable right of use, compensated with the agreed remuneration, to use this intellectual property of the contractor to the extent necessary for the use and licensing of the work results created by the contractor for the client. This shall also include 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 – including within the scope of clause 16.1.

16.3 Standard software

Notwithstanding clause 16.2, the client may only transfer the rights to use standard software to group companies or to third parties for use solely for the purposes of the client or its group companies (Section 15 of the German Stock Corporation Act [AktG]), unless otherwise stated in the order or the contract in favor of the client.

16.4 Rights of use for configurations

Insofar as the contractor carries out the configuration of its own software or of third party software for the client, it shall grant the client the rights of use in accordance with clause 16.1, unless expressly agreed otherwise in the order or the contract or the Technical Specifications. The client shall at least be entitled to the rights of use to the configuration services in accordance with clause 16.2.

16.5 Limitations of the client's rights of use

If the contractor is not in a position to fully grant the rights of use pursuant to clause 16.1 to clause 16.4, e.g. because it intends to use protected work results of third parties for the creation of the work results in question, it shall notify the client thereof in writing prior to placing the order, specifying the reasons. Such restrictions require a written agreement; otherwise, they are not binding for the client.

16.6 Duty of disclosure

16.6.1 The contractor shall notify the client in writing – prior to the conclusion of the contract – of all standard software, individual software of third parties, development tools and other works (such as documentation required for the further development and processing of the results of the contractor's services) to be used in connection with the development of the work results; these shall be listed in the order or the contract or in an individual agreement. The contractor shall, in particular, indicate which version was used and whether it is proprietary or marketable software. "Proprietary" shall mean software developed by the contractor itself and/or to which the 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.

16.6.2 The use of Free and Open Source Software ("FOSS") is generally not permitted; clause 3.5 of AEB-IT (Part A) shall apply.

16.6.3 Unless otherwise agreed in the order or the contract or the Technical Specifications, the contractor hereby grants the client the rights of use to standard software, individual software of third parties, development tools and other works in accordance with clauses 16.2 and 16.3.

16.7 Co-originator

Insofar as 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 16.1, 16.2 and 16.4 in each case.

16.8 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 within the scope of the rights of use granted to it. For this purpose, the contractor hereby grants the client a non-exclusive, compensated, irrevocable, permanent, spatially unrestricted right of use to use the invention or the contractor's share in the joint invention, to the extent this is necessary for the use of the services created by the contractor for the client within the scope of the rights of use to be granted. 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. If this is not possible, clause 16.5 and clause 16.6 shall apply accordingly.

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

Any corrections, patches, updates, upgrades, additions, new versions or similar provided by

contractor to 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 16. These rights of use to these updates and supplementary performance must be at least as extensive as the client's rights of use to the contractual performance.

16.10 Continued validity

Any sub-licenses granted or rights of use granted shall remain unaffected by a withdrawal from or termination of the contract. In the event of withdrawal, the contractor shall be entitled to a reasonable one-time payment for the rights of use remaining with the client for services already created, insofar as the client does not waive the use of these rights. The same shall apply in the event of termination, insofar as the contractor has not yet received a corresponding pro rata remuneration.

17. Acceptance of services

17.1 Test and trial operation

17.1.1 Acceptance testing of the contractual service by the client shall not commence until the contractor has demonstrated its completeness and functionality on the basis of the functional and non-functional requirements by means of suitable written evidence (e.g. test protocols) of a test and trial operation.

17.1.2 Within the scope of this test and trial operation, the contractor shall check the respective contractual service for completeness, performance and functionality. As far as defined, the test cases defined per user story, the underlying test strategy and the quality plan including the procedures and criteria specified therein are decisive for this. Otherwise, the test criteria for each sprint will be determined in consultation with the contractor prior to conducting the test operation.

17.1.3 If a test and trial operation at the client's premises has been agreed in writing, the

contractor shall provide the client with the system or test software required for this purpose.

17.1.4 In the event of tests by the client, the contractor shall instruct and advise the client to the extent necessary. Insofar as the cooperation of the client is required or has been agreed, clauses 10.6, 10.7 and 11 shall apply accordingly.

17.1.5 The test and trial operation shall be recorded in writing upon its completion with any deficiencies 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 fulfilled which do not only insignificantly restrict the use of the contractual services, the client may refuse this confirmation. User stories that have not been implemented correctly by the contractor shall be returned to the Product Backlog – if necessary after adjustment (clause 4) at the contractor's expense. If both parties are responsible for the incorrect implementation, the costs are shared. In doing so, deferred user stories are to be prioritized according to the client's specifications.

17.1.6 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 expressly waives the test and trial operation, the contractor shall declare to the client in writing that it is ready to carry out the acceptance procedure.

17.1.7 Contractual services to be delivered in writing or in text form, such as the Product Backlog or individual user stories, do not require testing and trial operation.

17.2 Procedure for acceptances

17.2.1 An acceptance test shall be incumbent upon the client only upon presentation of the complete contractual performance – including the owed documentation, as well as the proven test and trial operation, unless the client has expressly waived this.

17.2.2 The duration and scope of the acceptance tests shall be determined by the client after consultation with the contractor, unless they are determined by the test strategy and the test cases. The place of the final acceptance test shall be the place of use of the contractual service at the client's premises, unless otherwise agreed in writing.

17.2.3 Insofar as the acceptance tests are to be carried out at the client's premises, the contractor shall provide the client with the system or test software required for this purpose.

17.2.4 As part of the acceptance tests for individual Sprint results, the contractor shall prove that the Sprint result meets the acceptance criteria of the user stories on which the Sprint result is based and – if agreed – the criteria specified in the "Definition of Done" and, if applicable, further criteria defined by the client.

17.2.5 Within the scope of the final acceptance test, the contractor shall prove that the overall performance meets all requirements described in the Product Backlog and – if agreed – in the Definition of Done under conditions similar to those in productive operation. In particular, this involves testing the integrative parts of the system that have yet to be verified, i.e. functions that can only be verified through overall integration, as well as the performance of the overall system.

17.2.6 The acceptance tests do not constitute productive use of the contractual service.

17.3 Defect classes

Defects detected during the acceptance tests shall be assigned by the client to the following classes, unless otherwise agreed, in particular, in the test strategy, or agreed in writing:

(a) Class 1: System stoppage 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.

(b) Class 2: 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.

(c) Class 3: System function(s) are significantly impaired All major functions of the contractual service are functioning. 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.

(d) Class 4: System function(s) are only insignificantly impaired All main and peripheral functions of the contractual service are functioning. Individual functions can be tested with insignificant restrictions or workarounds.

(e) Supplementary provisions on class assignment The contractor may object to the assignment to a defect class if it proves that the contractual service meets the contractual requirements in this respect, or that the defect is to be assigned to a different class.

17.4 Refusal of acceptance

17.4.1 The client shall only be obliged to declare acceptance (see clause 17.5) if the contractual performance is complete, in accordance with the contract and has at most insignificant defects.

17.4.2 The client may refuse acceptance and abort the acceptance test if a defect of Class 1 and/or Class 2 and/or Class 3 is detected.

17.4.3 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.

17.4.4 If anything to the contrary is agreed in an agreed test strategy, the stipulations therein shall apply.

17.4.5 If the contractual service is defective, the user stories on which the defective service is based shall be returned to the Product Backlog – if necessary after adjustment (clause 4). Clause 17.1.5 shall apply accordingly. In this context, deferred user stories are to be prioritized in such a way that their realization is made up for in a timely manner, in compliance with the agreed dates and deadlines.

17.4.6 If the contractor exceeds agreed dates and deadlines within the scope of the catch-up performance, the contractor shall be in default with its performance. In the event of justified refusal of acceptance, the contractor shall not be entitled to a postponement or extension of the deadline.

17.5 Acceptance declaration

17.5.1 The client shall declare acceptance in writing if it is proven that the complete performance in accordance with the contract has only insignificant defects. With this declaration of acceptance, the price and performance risk is transferred to the client. The contractual performance shall only be deemed accepted if the client has signed the acceptance protocol for the overall performance together with the acceptance declaration.

17.5.2 If acceptance is refused, the client shall not be obliged to carry out a new acceptance until the contractor declares the elimination of any defects that prevent acceptance and proves this by means of a renewed test and trial operation (see clause 17.2).

17.5.3 The contractor shall be obliged to include insignificant defects in the acceptance report and to remedy them within a reasonable period of time. Unless otherwise agreed, 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").

17.5.4 If the client accepts the contractual services despite the fact that not only minor defects have been identified, these shall be recorded by the contractor in the acceptance report and shall be remedied by the contractor without delay in accordance with the procedure described in clause 17.4.5.

17.6 Approvals and partial acceptances

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 procedure described in clause 17.5 shall apply accordingly.

17.7 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 significant defects or missing functions or malfunctions are recorded in the acceptance protocol, the date of acceptance shall be the first day on which the last significant defect was eliminated, or the last missing significant function was integrated without defects and accepted.

18. Deficiencies and performance failures

18.1 Agreement on quality

18.1.1 A deviation of the contractual performance from contractually agreed specifications is always a material defect.

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

18.1.3 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.

18.1.4 The contractor further warrants that its contractual services are fully interoperable with the systems which the client uses in connection with the contractual services, and which had to be known to the contractor.

18.1.5 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.

18.2 Limitation

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, but shall end no later than 5 years after acceptance. The limitation period shall be suspended by a notice of defect given by the client.

18.3 Costs for error analysis

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.

18.4 Subsequent performance

18.4.1 The contractor shall remedy defects, taking into account the interests of the client,

without undue delay and within a reasonable period of time either by delivering a defect-free 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.

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

18.5 Reduction, withdrawal

In the event of 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 or, at its option, terminate the contract extraordinarily for good cause. If the client withdraws from the contract, the contractor shall be entitled to demand 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.

18.6 Withholding and offsetting of services To the extent that the contractor does not fulfill its obligations, the client may withhold payment for the contractual services to a reasonable extent until the contractor has fulfilled its obligations in full. The client may set off its claims against the contractor for breach of duty against the contractor's remuneration.

18.7 Further rights and claims Further rights and claims of the client, including claims for damages and reimbursement of expenses, shall remain unaffected.

19. Data protection, information security and data backup measures

19.1 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.

19.2 For data protection and information security, the Annex "Agreement on commissioned processing" shall additionally 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.

20. Commencement, cancellation and termination of contract

20.1 Commencement

The contract shall commence upon conclusion of the contract unless another date has been agreed in writing and shall end upon complete performance of all contractual services by the contractor.

20.2 Termination without good cause

20.2.1 The client shall be entitled to terminate the agreement prematurely at any time, even without good cause, subject to a notice period of one (1) Sprint. In this case, the client shall remunerate only the services rendered up to the date of termination; it is not necessary for the services to be ready for acceptance.

20.2.2 The client's right to terminate the contract in accordance with Section 648 German Civil Code (BGB) shall remain unaffected.

20.3 Extraordinary termination

Either party may terminate the contract without notice for good cause. Important reasons include, in particular, serious violations of the provisions of this contract or other obligations, or if facts become known which give rise to the presumption of bogus self-employment on the part of the contractor. Termination must be made in writing in order to be effective.

20.4 Termination of contract

20.4.1 In the event of a full or partial termination of the contract – for whatever reason – the contractor shall hand over to the client the contractual performance in full in accordance with the ascertained degree of completion, unless the client expressly waives this. 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 whatever form, shall be returned to the client and copies thereof shall be deleted or destroyed. The contractor shall have no rights of retention or rights to refuse performance in respect of the system, data or other documents to be surrendered.

20.4.2 Furthermore, the contractor shall assist in the transfer of the subjects of performance previously rendered by it under the relevant individual contract to the client itself or to a successor provider against reasonable compensation. This support shall include everything that is necessary or expedient for a proper transfer of the subjects of performance to the client itself or to a successor provider.

20.4.3 This support shall include, in particular, the following actions:

(a) To provide reasonable and timely assistance to the client in the preparation and execution of requests for proposals for the affected subjects of performance;

(b) Working with the client for the purpose of an orderly transition of the affected services, including the development and implementation of a detailed transition plan;

(c) Providing training, instruction, or other knowledge required by the client for the transition, including information about the systems, procedures, and processes used;

(d) The release of all data, information and documents to which the client is contractually entitled, in each case in a mutually agreed form usable with standard market tools.

20.4.4 Insofar as the contractor is obliged to provide the client with information, the client shall be entitled to provide such information also to a successor contractor for the purpose of completing the system for the client. In this respect, the client shall impose a confidentiality obligation on the successor providers.

21. Special features of contractual services

21.1 Insofar as the contractor advises the client on conception and/or specification services, this may be expressly agreed in writing in individual cases as a contractual service. In this case, the contractor shall always owe the best possible, professional execution.

21.2 The specifications in clause 17.1 shall apply mutatis mutandis to the manner in which these services are handed over. The performance thus handed over by the contractor shall be checked by the client for its compliance with the contract.

21.3 In the event of improper performance, the contractor shall be entitled to subsequent performance, to the extent that subsequent performance is amenable. If the subsequent performance fails or is not possible, the contractor shall have no claim or only a reduced claim to the agreed remuneration, insofar as the client is entitled to claim damages for this reason. The client may set off claims for damages against claims of the contractor.

21.4 The procedure pursuant to clause 5 of the AEB-IT (Part A) shall apply to changes in services.