



General Contractual Terms and Conditions of Deutsche Bahn AG and its Affiliated Companies
(hereinafter referred to as the "Client")
for the Maintenance of Software and/or Hardware
(AVB IT Maintenance) Version from June 3, 2019 -

<p>1 General Obligations of the Contractor, Integrity Clause</p> <p>1.1 These contractual conditions of the Client apply exclusively. Any contradictory, supplementary, or divergent conditions specified by the Contractor shall form a part of the contract only if expressly accepted in writing by the Client. This shall also apply to any terms and conditions that are specified in order confirmations or other confirmations of the Contractor. Acceptance of goods/services shall not constitute acceptance of the terms and conditions of the Contractor. The contractual terms and conditions of the Client shall also apply if the contract with the Contractor is executed without reservation, despite knowledge of contradictory terms and conditions, supplementary terms and conditions, or terms and conditions that diverge from the contractual terms and conditions of the Client.</p> <p>1.2 The services must comply with the Client's standards and norms as specified in the contract, as well as the recognized rules of technology applicable at the time of the performance of the services. The Contractor shall notify the Client in writing immediately of any reservations it may have about executing services in the manner requested by the Client, or if the Contractor believes that it is being obstructed by a third party or by the Client from executing these services. The Client's existing hardware and software environment at the time of the conclusion of the contract is known to the Contractor, and it does not speak against undertaken maintenance services.</p> <p>1.3 The services must fulfill the purpose of the Contract and factor in due profitability. The services to be performed by the Contractor according to the Contract form one legal entity.</p> <p>1.4 The Contractor is obliged to comply with the contractual agreements on remuneration. Subject to Item 14.4, any entitlement to amended remuneration requires agreement on the amount of this remuneration prior to execution of the service and must be recorded in writing for evidentiary purposes.</p> <p>1.5 When fulfilling the contract, the Contractor shall consider technological development and inform the Client of reasonable changes in a timely manner.</p> <p>1.6 As a general rule, the Contractor's services must be carried out personally by the Contractor or by its employees. The Contractor guarantees that only reliable employees with the requisite technical skills will be deployed and that these employees will be committed to exercising the utmost care and attention to detail. If the Contractor performs its services at the Client's premises, the Contractor shall employ personnel who are proficient in the German language. If the Contractor engages sub-contractors, they must also have suitable technical qualifications; in addition, this requires the prior written consent of the Client, which may not be refused without good reason. If any personal data is processed, consent can be refused due to the lack of data protection measures pursuant to Article 28 GDPR (including but not limited to technical and organizational measures and the register of systems used to process personal information).</p> <p>1.7 The Contractor and its employees shall not be integrated into the business organization of the Client. To this extent, they are not subject to the authority of the Client. Any legal power to issue instructions (e.g., in accordance with procurement law, data protection law, or railway law, or to comply with occupational safety and accident prevention) shall remain unaffected by this. The Contractor must ensure that it or persons appointed by it actively exercise instruction and supervision authority towards its employees.</p> <p>1.8 Within the framework of the contractual relationship, the contracting parties undertake to take all necessary measures to prevent corruption, other criminal offenses, and other forms of gross misconduct. They agree, in particular, to take all necessary precautions within their companies to prevent gross misconduct in Germany and abroad. Irrespective of the form of participation in committing, inciting, or aiding and abetting an offense, gross misconduct includes</p> <ul style="list-style-type: none">a) serious offenses that have been committed in the course of business. These include criminal offenses that involve, in particular, fraud, abuse of trust, document forgery, or similar offenses,b) offering, promising, or granting undue benefits to any civil servant, public official, or other office holder or person specifically bound to carry out public service duties (bribery or granting an undue advantage), or members of the Management Board, managing directors, or other employees of Deutsche Bahn AG or its Group companies (bribery in business conduct),c) offering, promising or granting undue advantages to any person	<p>engaged in a freelance capacity by Deutsche Bahn AG or its Group companies who is active in the award or fulfillment of a contract, e.g., technical designers, consultants, and project control officers,</p> <ul style="list-style-type: none">d) in connection with the activity of the Contractor for Deutsche Bahn AG or its Group companies, offering, promising, or granting undue benefits to any other German or foreign civil servant, public official, or other office holder or person specifically bound to carry out public service duties or to any employee or appointee of any other businesses in relation to the initiation, award, or execution of a contract by third parties,e) any unauthorized procurement, securing, use, or communication of commercial or business secrets for competitive purposes, for personal gain, for the benefit of a third party, or with the intention of inflicting damage or loss on the business owner, or any unauthorized use or communication, for competitive purposes or for personal gain, of documents or technical instructions entrusted in the course of business dealings, and any unauthorized use or transmission, for competitive purposes or for personal gain, of documents, technical instructions or commercial information of the Client entrusted in the course of business dealings, including any such material supplied on data storage media,f) violations of regulations designed to protect unimpeded competition; in particular, violation of hardcore antitrust restrictions in accordance with Article 101 of the Treaty on the Functioning of the European Union, Section 1 of the German Act Against Restraints of Competition (GWB) (price, bidding, quantity, quota, customer allocation and territorial agreements)g) violations of economic sanctions or the circumvention of European Union sanctions, especially an infringement of Council Regulation (EC) No. 2580/2001 or Council Regulation (EC) No. 881/2002 and Council Regulation (EU) No. 753/2011 (anti-terror regulations) or of other applicable national, European, and international embargo or trade-control regulations, andh) other serious offenses or gross misconduct. These include criminal offenses; in particular, terrorist offenses, involvement in a criminal organization, money laundering, and terrorism financing, child labor, and other forms of human trafficking or similar offenses. <p>Gross misconduct in the aforementioned sense shall also be deemed to have been committed if persons who are associated with the employees, managing directors, or Management Board members of the DB Group are offered, promised, or granted undue benefits and if specific planning and tendering assistance is provided in order to subvert competition.</p> <p>1.9 If, at the time of awarding the contract, the Contractor or persons appointed by it or acting on its behalf are shown to have come to an agreement that represents an unlawful restriction of competition, the Contractor shall pay compensation in the amount of 15% of the net contract value, unless it is not responsible for the infringement. The right to prove and claim damages of different value shall remain unaffected. Furthermore, other contractual or legal claims of the Client shall remain unaffected.</p> <p>1.10 If, in the context of awarding or providing services, an employee, a managing director, or a member of the board of the Contractor, or any subcontractor working under the direction of the Contractor, commits gross misconduct within the meaning of Item 1.8 to the detriment of the Client, the Contractor shall pay the Client a contractual penalty, unless it is not responsible for the infringement. The penalty shall amount to</p> <ul style="list-style-type: none">a) 7% of the net contract value if the gross misconduct is committed by a managing director or member of the Management Board of the Contractor, orb) 5% of the net contract value if the gross misconduct is committed by an agent holding full power of attorney or authorized representative, orc) 2% of the net contract value if the gross misconduct is committed by other employees of the Contractor or by subcontractors, <p>but the minimum contractual penalty shall amount to €5,000. This contractual penalty shall not affect the rights of the Client to claim damages for misconduct. However, in this case, the contractual penalty shall be offset against any such claims for damages. It shall be possible to assert such claims until the final payment is made.</p>
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<p>A contractual penalty in accordance with this provision shall be inapplicable if an act of gross misconduct within the meaning of Item 1.8 is committed by a subcontractor of the Contractor and the choice of this subcontractor was made obligatory by the Client, and/or if the Contractor or its employees, board members or managing directors, or other third parties working under its instruction, did not participate in committing this act of gross misconduct.</p> <p>Cases of unlawful restriction of competition according to Item 1.8 and concurrent acts of gross misconduct according to Item 1.8 (whereby the same offender commits several separate acts of gross misconduct punishable under criminal law or whereby one and the same act of gross misconduct is an offense against several different statutory provisions) shall not be subject to the contractual penalty. Item 1.9 shall apply conclusively in this regard.</p> <p>1.11 If an act of gross misconduct within the meaning of Item 1.8 is committed by an employee, managing director, or member of the Managing Board of the Contractor,</p> <p>a) the Client shall be entitled to invoke extraordinary termination of the contract without notice,</p> <p>b) the Contractor shall be debarred from competing for orders awarded by Deutsche Bahn AG and its Group companies for a period of up to five years, unless otherwise specified by law. If the Contractor can provide evidence of appropriate and sufficient self-corrective actions, the ban may not be implemented. The severity and the circumstances of the misconduct shall be taken into account.</p> <p>The extent of the ban and the readmission to the competitive tendering process are governed by the "DB AG Policy on the debarment of contractors or suppliers." These guidelines may be inspected at any time at the Client's premises.</p> <p>1.12 The Contractor undertakes to actively contribute towards preventing gross misconduct within the meaning of Item 1.8 and investigating suspected misconduct, as well as cooperating with the Client in this respect.</p> <p>If the Contractor gains knowledge of facts that constitute a suspicion of gross misconduct within the meaning of Item 1.8 and that impact the Client, the Contractor is obliged to immediately notify the Client of such in writing. Furthermore, if such gross misconduct lies within the sphere of the Contractor, the Contractor is obliged to investigate the circumstances of the case immediately. If the suspicion is confirmed, the Contractor is obliged to take appropriate specific technical, organizational, and personnel measures to terminate the misconduct without delay and to prevent such misconduct in the future. The Contractor shall promptly inform the Client in writing on the progress and outcome of the investigation of the circumstances of the case and on any measures taken.</p> <p>1.13 To make it possible to establish and organize legally compliant business relations, the Client and the Contractor shall each give their consent to the other party for regular mutual checks of their information against the latest versions of the sanctions lists based on Regulations No. (EC) 2580/2001, (EC) 881/2002, and (EU) 753/2011 (anti-terror regulations), and other applicable national, European, and international embargo and trade-control regulations. When doing so, they shall observe all relevant provisions based on data protection law, especially with regard to data minimization and data security.</p> <p>The Contractor declares that its company and employees are not included on any of the aforementioned sanctions lists. The Contractor undertakes to use appropriate measures to ensure that the anti-terror regulations and other national, European, and international embargo and trade-control regulations are implemented in its company's business operations. The Contractor also undertakes to promptly notify the Client in writing of any matches found during checks against the aforementioned sanctions lists.</p> <p>The assertion of claims for damages of any type (in particular, due to default or non-performance) and the assertion of other rights by the Contractor are excluded if these are associated with compliance with applicable national, European, and international embargo and trade-control regulations. This does not apply in the event that the Client is accused of intent or gross negligence. The Client is entitled to invoke extraordinary termination of the contract if any matches are found during the aforementioned checks.</p> <p>2 Collaboration</p>	<p>2.1 The Contractor shall provide the Client with the required information about the status of contract fulfillment without special remuneration and shall, upon request, grant the Client access to its premises to view the documents relating to contract performance. Furthermore, it shall inform the Client about all circumstances relating to contract fulfillment which it is essential for the Client to know about. The confidentiality interests of the Contractor must be taken into account.</p> <p>2.2 A contact person nominated by the Client for execution of the contract is authorized exclusively for technical cooperation with the Contractor. The contact person is not authorized to issue contract-forming statements (e.g., amendments or supplements to the contract or suspension or termination of the contract).</p> <p>3 Troubleshooting, Hotline</p> <p>3.1 If the Contractor has assumed responsibility for the elimination of errors within the scope of software maintenance or hardware maintenance, it is obliged to determine the causes of errors (hereinafter: to react) and to eliminate them after receiving the error message from the Client. If the Contractor is unable to eliminate the causes of the errors, it must take measures to circumvent or bypass the errors. Troubleshooting also includes adapting the documentation.</p> <p>The Contractor shall process reported errors within the following deadlines:</p> <ul style="list-style-type: none"> ▪ Error class 1: <p>Error class 1 applies if an appropriate, economically reasonable use of the software or the hardware to be maintained is not possible or unreasonably restricted or if the software or the hardware to be maintained is the cause of a production stoppage. In this case, the Contractor shall react immediately upon receipt of the error message and then rectify the error without delay.</p> <ul style="list-style-type: none"> ▪ Error class 2: <p>Error class 2 applies if an appropriate, economically reasonable use of the software or hardware to be maintained is possible only with restrictions or if the software is the cause of considerable production restrictions. In this case, the Contractor shall react immediately no later than two hours after receiving the error message and then rectify the error without delay.</p> <ul style="list-style-type: none"> ▪ Error class 3: <p>Error class 3 applies if the software or hardware to be maintained is essentially usable despite the error. In this case, the Contractor shall react immediately no later than two working days after receiving the error message and then rectify the error without delay.</p> <p>The immediate elimination of errors must be carried out without interruption and with sufficient personnel.</p> <p>3.2 If the contract includes software maintenance services, the Contractor shall provide updates or releases that are free of viruses known according to the latest state of technology. In addition to the delivery of updates or releases, the Contractor shall deliver or adapt the associated software documentation. If the usage of releases by the Client requires adjustments to the Customer's existing hardware/software environment, the Contractor shall notify the Customer of this at when making the release offer.</p> <p>3.3 If the contract includes hardware maintenance services, the Contractor shall document the maintenance services performed and provide the Client with the documentation. Damaged parts of the hardware that the Contractor has removed and replaced with new or faultless parts shall become the property of the Contractor upon removal. The Contractor shall be responsible for removal transport of the removed parts if this service was not performed at the Contractor's headquarters.</p> <p>3.4 In the scope of the hotline service, the Contractor shall advise and support the Client by telephone in the event of application problems, as well as during troubleshooting and when the Client must temporarily bypass minor errors.</p> <p>4 Performance by the Client</p> <p>4.1 Should the Client change its hardware or software during the contract term, it shall inform the Contractor of this in writing or by fax if the change impacts the contractual services of the Contractor. The Contractor shall inform the Client in writing or by fax of any adverse effects of the change which are known to or recognisable to the Contractor. The obligation of the Client to inform shall not exist if the Client has carried out the changes in agreement with the Contractor.</p> <p>4.2 The Client shall provide all necessary documents and information that the Contractor requires for error diagnosis and elimination to the usual extent, and it shall also grant the necessary access to the rooms, ma-</p>
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<p>chines, and the hardware or software. In addition, the Client must provide the Contractor with the necessary machine/computer capacities and data. The services mentioned above shall be provided by the Client free of charge. However, the Client is not obliged to participate in the error diagnosis and elimination.</p> <p>5 Acceptance</p> <p>5.1. The Client shall test the updates, releases, replacement programs, etc. supplied to it within the scope of software maintenance and shall declare acceptance or refuse acceptance with good reason after one month at the latest. The software and the documentation shall be deemed accepted if the Client has not refused acceptance within one month after delivery or if the Client uses the software productively without reservation.</p> <p>5.2. If the Contractor has performed other acceptance-ready services, it shall offer them to the Client and send a written request to have these services accepted. Unless otherwise agreed in the contract, Item 5.1 shall apply accordingly.</p> <p>6 Assignment, Offsetting</p> <p>6.1 The Contractor shall not be permitted to assign its claims against the Client to a third party. Section 354a of the German Commercial Code (HGB) shall remain unaffected.</p> <p>6.2 The Contractor shall not be entitled to exercise any lien or other rights of retention if they are based on counterclaims from other legal transactions with the Client.</p> <p>6.3 The Contractor shall be entitled to offset its claims only against claims (including claims arising from other legal relationships) that are undisputed or that have been established as final and absolute by a court of law.</p> <p>6.4 The Client shall be entitled to full rights of lien and offsetting.</p> <p>7 Transfer of Documents, Usage Rights, Industrial Property Rights</p> <p>7.1 The Contractor shall hand over and transfer the following to the Client: data media, documentation, and other documents to be delivered in fulfillment of the contract; the Contractor's right of lien of is excluded.</p> <p>7.2 If the Contractor maintains standard software, the Client shall receive the irrevocable, non-exclusive, locally unrestricted right of use in rem of the software (replacement programs, releases, updates, etc.) and documentation supplied by the Contractor within the scope of software maintenance without special remuneration at the time of their transfer for all copyrighted work results (software, documentation, source code, etc.) of the Contractor. The Client shall be entitled to transfer the right of use to the Group companies affiliated with it. The Client shall be entitled to copy the software delivered within the scope of the maintenance, including documentation, to the extent necessary for the purposes of the contract. The legal regulations concerning the right of the Client to reproduce the software remain unaffected. Apart from that, the Client shall be forbidden from reproducing the software.</p> <p>7.3 If the Contractor maintains custom software of the Client, the Client shall receive the irrevocable, exclusive, locally unrestricted and transferable right in rem to use the software and documentation supplied by the Contractor within the scope of software maintenance (replacement programs, releases, updates, etc.) without special remuneration - at the time of their creation and on a permanent basis - for all types of use - including those not yet known - and in particular to reproduce, further develop, or change them, make them accessible on the Internet and publish them.</p> <p>7.4 If the Contractor maintains hardware, the Client shall receive the irrevocable, exclusive, locally unrestricted, and freely transferable right of use in rem to the delivered documentation for the maintenance services and other documents at the time of their handover and on a permanent basis. The Client may use the documentation for all types of use, including those not yet known, and may reproduce and change it, make it accessible on the Internet, and publish it in particular.</p> <p>7.5 If the work results of the Contractor contain the work results of third parties, the Contractor shall ensure that the Client is permitted to use these work results as described above in Items 7.2 to 7.4.</p> <p>7.6 If, within the framework of the contract, the Contractor achieves results whose content can be protected or registered (patented), the Contractor shall</p> <ul style="list-style-type: none"> ▪ inform the Client of this immediately, 	<ul style="list-style-type: none"> ▪ make unrestricted use of the invention(s) in accordance with the ArbEG (German Law on Employees' Inventions) upon request and following consultation with the Client, and ▪ shall transfer the invention(s) to the Client against reimbursement of the employee inventor compensation (Section 9 German Law on Employees' Inventions) and, apart from that, for use by Deutsche Bahn AG and its affiliated companies free of charge. <p>The Client is obliged to make the reimbursement from the time of transfer. All usage rights to work results that can be protected or registered belong to the Client within the meaning of Item 7.3, Clause 1.</p> <p>Drafting of the property rights application shall be undertaken by the patent department of the Client.</p> <p>The Contractor shall obtain contractual commitments from its sub-contractors accordingly.</p> <p>The above provisions shall apply even in the event of early termination of the contractual relationship.</p> <p>8 Claims for Defects</p> <p>8.1 The Contractor shall be responsible for the faultless provision of services and for their suitability for the contractually agreed purpose.</p> <p>8.2 The Client shall report any defects detected to the Contractor within a reasonable period of time.</p> <p>8.3 The Contractor shall remedy reported defects in accordance with Item 3.1. If the Contractor falls behind with the rectification of the defects, Item 15.3 shall apply accordingly.</p> <p>8.4 The limitation period in which rights and claims arising from defects may be asserted shall be 24 months unless the law specifies a longer period. This period begins upon acceptance. In the case of acceptance of partial services, the limitation period begins with the acceptance of the respective partial service. Unless otherwise agreed, the limitation period for the interaction of all partial services (overall service) begins with acceptance of the final partial service. If a partial service is used productively by the Client, the limitation period shall commence on the first day of productive use without reservations.</p> <p>8.5 In the case of defects, the Client shall be entitled to all statutory claims and rights. From an agreed guarantee, the Client has at least all claims and rights to which it is legally entitled in the event of defects in the service.</p> <p>8.6 Rectification of the defects also includes correction of the documentation if this is affected by the breach of duty of the Contractor.</p> <p>8.7 If the Contractor delivers updates, upgrades, or a new version of the software or if it provisions repaired or new hardware to rectify material defects, it shall demonstrate their functional capability to the Client at its own expense and shall deliver the associated documentation in the German language in both printed and electronic form.</p> <p>8.8 If the notification of defects is justified, in accordance with Item 8.4, the limitation period shall be extended by the period during which the software or hardware cannot be used for their intended purpose due to the defect; this applies to the maintenance service as a whole. Statutory regulations concerning the suspension of the period of limitation shall remain unaffected.</p> <p>8.9 Where the notification of defects is justified, the costs of searching for the defects shall be borne by the Contractor. If, following consultation, the Client supports the Contractor in searching for the defects that have justifiably been reported, the Contractor shall reimburse the Client for all verified expenses that the Client has incurred in connection with searching for the defects.</p> <p>8.10 The Contractor shall reimburse the Client for all verified necessary expenses that the Client has incurred in connection with subsequent performance.</p> <p>9 Property Right Infringements</p> <p>9.1 The service performed by the Contractor must be free of third-party rights - in particular, of copyrights and industrial property rights. If use in accordance with the contract is restricted or forbidden due to the infringement of third-party property rights, the Contractor is obliged, at its own choice, to either change the service or replace it so that the property right infringement is eliminated but still complies with the contractual terms and conditions, or to obtain the right of use so that the service can be used by the Client in accordance with the contract and without restriction or additional costs.</p> <p>9.2 If the Contractor delivers updates, upgrades, or a new version of the software to rectify defects of title, it shall demonstrate their functional capability to the Client at its own expenses and shall deliver the associated documentation in the German language in both printed and electronic form.</p>
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<p>9.3 At the first request, the Contractor shall release the Client from the claims that a third party asserts against the Client due to an infringement of property rights and, from the time of the first request, the Contractor shall handle the dispute with the third party, unless the Contractor is not responsible for the infringement of property rights. The Client shall support the Contractor here to the extent necessary. Any associated necessary and verified expenses shall be reimbursed by the Contractor. The Client is obliged to immediately notify the Contractor in writing if claims are asserted against the Client due to the infringement of property rights. The right of indemnity shall be limited to a period of two years from the date on which the circumstances establishing this right become known to the Client or would have become known to it had it not acted in a grossly negligent manner. Otherwise, the right of indemnity shall lapse after a period of ten years from the date of establishment of this right, irrespective of the Client's knowledge or grossly negligent ignorance.</p> <p>9.4 If the Contractor fails to comply immediately with its obligations in accordance with Item 9.1, Item 15.3 shall apply accordingly.</p> <p>9.5 Furthermore, the statutory regulations regarding the liability for defects of title shall apply.</p>	<p>12.1 Direct or covert access to the information systems (operational systems, networks, programs, datasets) of Deutsche Bahn AG and its affiliated companies is permitted to the Contractor only upon conclusion of a supplementary contract within the meaning of Item 11.4 if it has received express access authorization in writing from the Client; such access authorization shall be restricted to the expressly approved and deployed employees of the Contractor or its sub-contractors. Transfer of access authorizations to third parties is forbidden. Any access authorization granted may be used only in the context of the contractually assumed services.</p> <p>12.2 If conditions of use exist for the connection of devices to data networks of Deutsche Bahn AG and its affiliated companies (hereinafter "Conditions of Use"), the Contractor shall comply with them when using the information systems of the Client and its affiliated companies. The Contractor shall not establish a connection to the data network unless these regulations are complied with. Upon written request, the Client shall make the conditions of use available to the Contractor.</p> <p>12.3 The Contractor undertakes to make proper use of its deployed IT/OT systems (e.g., notebooks, etc.) in the data networks Deutsche Bahn AG and its affiliated companies. The Contractor may use only IT/OT systems that conform to the current state of the art at the time of use and shall use effective protective measures to prevent the penetration of viruses or other damaging code. These protective measures include a state-of-the-art virus scanner and current security patches, updates, and service packs.</p> <p>The use of hacking tools, sniffer software, etc. is forbidden unless this has been expressly approved. The Contractor is responsible for guaranteeing that there is no network coupling between Deutsche Bahn AG's data networks (and those of the companies associated with it) and other data networks.</p> <p>12.4 After termination of the contractual relationship, the Contractor shall immediately undertake to securely and sustainably delete, destroy, or return to the Client all data associated with the contractual relationship at all the Contractor's and its sub-contractors' primary and secondary locations, unless it is legally obliged to retain the data. Upon request, the Contractor shall provide evidence of this to the Client.</p> <p>12.5 The Client reserves the right to carry out blocks or monitoring as a result of government agency orders or in line with the conditions of use. Also, interruption of network access shall be possible at any time if the devices of the Contractor that are connected to the network in any way affect the operating security or the operating behavior of the network or of other devices or software connected to the network.</p> <p>12.6 The aforementioned applies subject to differing regulations concerning the handling of personal data in the contractual relationship in accordance with Section 11.4.</p>
<p>10 Liability Insurance</p> <p>The Contractor shall be obliged to take out liability insurance to cover its risks under the Contract and must provide the Client with proof of this insurance cover at any time upon request. The Contractor's liability insurance must include, as a minimum, the following insured sums per damage event:</p> <ul style="list-style-type: none"> • For personal injury and property damage plus consequential damage €2,500,000.00 • For financial losses €500,000.00 <p>The above-mentioned coverage must be provided at least twice per insurance year.</p>	<p>13 Termination</p> <p>13.1 If neither a specific term nor a notice period has been stipulated in contracts relating to a continuing obligation, the contracting parties shall be entitled to terminate the contract by giving 3 months' notice and by complying with this period.</p> <p>13.2 If the contract includes software maintenance services, the Client shall be entitled to terminate the contract with three months' notice to the end of a quarter if it permanently takes the software to be maintained out of operation.</p> <p>13.3 The right to termination without notice for cause remains unaffected. Cause shall be deemed present, in particular, if a party to the contract breaches the contract to such an extent that the other contract party can no longer be reasonably expected to continue cooperation, such as with a material breach of the principles and requirements stated in the agreed Code of Conduct for Business Partners, if multiple single breaches of contract exceed the limit of acceptability, or if the Contractor has suspended its payments not only temporarily, the right to manage and dispose of its assets has been transferred to a preliminary insolvency administrator, the Contractor's assets are subject to insolvency proceedings, or an application to commence insolvency proceedings has been rejected for lack of sufficient assets. A termination without notice generally requires a previous written warning.</p> <p>13.4 Termination must be in writing or by fax.</p>
<p>11 Protection of Secrets, Confidentiality, Data Protection, Return of Documents</p> <p>11.1 The contracting parties commit themselves and all persons entrusted by them with the fulfillment of the contract to comply with the statutory regulations concerning data protection and to ensure that information or documents obtained from the other contract partner concerning personal data, company or business secrets, or information or documents of the other contract partner that are labeled as confidential or are recognizable as confidential are not passed on to third parties without authorization or are not used for any purpose other than the purpose(s) contractually agreed. The contracting parties shall obtain corresponding undertakings from all those persons entrusted by them with the processing or fulfillment of the contract, and they shall verify this undertaking to the other contract partner upon request.</p> <p>11.2 The contracting parties shall reliably protect all information or documents of the other contract partner that are explicitly identified or recognizable as secret or confidential from unauthorized access by their own employees or third parties. Each of the contracting parties may request that the other party inform them of the nature and extent of their security measures.</p> <p>The contracting parties may terminate the contract without notice if the other contracting party violates its above obligations. Termination without notice generally necessitates a warning. Any damage compensation claims shall remain unaffected.</p> <p>11.3 The Contractor undertakes to treat all documents handed over to it by the Client confidentially and to return them immediately after completion of the contract. The Contractor has no right of retention in this case.</p> <p>11.4 If execution of a service by the Contractor is associated with activities for which, in the opinion of the Client, the conclusion of an order data processing contract within the meaning of Article 28 GDPR, Section 62, (5) of the German Federal Data Protection Act (BDSG) or an appropriate supplementary contract in accordance with Section 62 (5) BDSG is required, the Contractor shall be obliged to promptly negotiate and conclude such a contract based on the standard sample contract of the Client or one of its affiliated companies with the required specific amendments in each case. In the case of services with a foreign element, the Contractor is obliged, at the request of the Client, to conclude an order data processing contract or any other privacy agreement based on a sample contract specified by the Client.</p> <p>12 Security of the Information Systems of the Client</p>	<p>14 Amendment to Service, Additional Service</p> <p>14.1 When concluding the contract, the Contractor shall have already taken into account the changes and difficulties that are usual for such services. As a result, the Client shall be entitled to demand the changes or additions resulting from a concretization without this changing the conditions of the contract.</p> <p>14.2 Until acceptance, the Client shall be entitled to demand a change in performance or additional services from the Contractor in writing. The Contractor shall be obliged to execute the change in service or any</p>

additionally assigned services as long as it does not deem them to be unacceptable. The effects on contract deadlines and on remuneration shall be agreed in writing in the form of a supplement to the contract. Unless amendments to the remuneration or deadlines are agreed in the supplement to the contract, the changed or additional service is to be carried out in the framework of the existing remuneration agreement or deadline agreement.

14.3 If, during the execution of amendments or additional services, it becomes apparent that the requirement for changes or the requirement for additional services is due to an error on the part of the Contractor during execution of the contract, the agreements on any changes to remuneration or deadlines shall become void.

14.4 If the contract includes hardware maintenance services and the Customer's inventory of the hardware specified in the contract increases or decreases, the Customer shall notify the Contractor of the change in inventory immediately in text form. Once the Contractor receives the notification, the inventory shall be deemed to have changed accordingly. If the Contractor's scope of services changes by at least 5% due to the change in inventory, the parties shall undertake to adjust the flat-rate remuneration. The provisions of the contract shall apply to the change; otherwise, the law shall apply.

15 Time of Performance, Contractual Penalty for Delay

15.1 The performance dates and deadlines specified for the Contractor in the contract are binding.

15.2 In the event of a delay by the Contractor, the Client shall be entitled to its full statutory rights and claims.

15.3 If the Contractor is in delay with a delivery or service obligation or if the service cannot be accepted on time or within the agreed period after expiry of the period agreed for the acceptance test due to defects, the Client shall be entitled to demand a contractual penalty from the Contractor to the amount of 0.3% of the order value of the service or the agreed partial service affected by the default per day, but not more than a total of 10% thereof. A paid contractual penalty shall be offset against damage claims for delay. The right to claim the contractual penalty shall remain reserved until the end of a calendar year or until the end of the contract if the latter occurs before the end of the calendar year.

15.4 The Contractor shall be obliged to immediately notify the Client via fax or in writing if circumstances that could lead to non-compliance with the agreed dates and deadlines arise or become apparent. Furthermore, the Contractor is obligated to inform the Client of any obstruction to execution of the contract due to the failure of the Client to execute services or to execute them in conformity with the contract.

16 Remuneration, Invoice, Payment

16.1 Unless otherwise agreed and subject to Item 14.4, the remuneration stipulated in the contract is a fixed price and applies "franco domicile," including packaging. This remuneration covers all services to be performed by the Contractor in accordance with the contract - including usage rights, ancillary services, travel expenses, other expenses, costs for transport and insurance, etc.

16.2 The price does not include the Contractor's statutory value added tax (VAT). VAT shall be paid only if the Contractor is entitled and obliged by the relevant statutory regulations to charge VAT separately and only if the tax is itemized separately in the invoice.

16.3 Subject to value added tax (VAT) regulations, the invoice must specify the ordering party, the receiving location, the number and date of the contract, and the Contractor's tax number assigned by the tax office or its VAT identity number. If any of the agreed details are not included in the invoice and this results in a delay in processing the invoice at the Client's end, the Client shall not be responsible for the delay.

16.4 The remuneration due shall be paid within 21 calendar days (subject to a 3% discount) or 30 days net after receipt of a verifiable invoice by the Client's invoice receipt office. Payment must be made by bank transfer. Compliance with the payment period by the Client shall be determined by the date of receipt of the transfer order by the Client's bank.

16.5 If advance payments or installment payments have been agreed, the payment period shall begin on the agreed payment date if the invoice has been received on time by the contractually determined invoice recipient and the agreed collateral has been provided.

17 Written Form, Severability Clause, Applicable Law, Place of Jurisdiction, Language

17.1 There are no additional agreements to the contract unless the individual contract makes explicit reference to additional agreements. Any amendments or additions to the contract - including this clause - shall be agreed in writing for the purposes of verification.

17.2 Should any individual provisions of this contract be or become void, the remainder of the contract shall remain unaffected. The void provision shall be replaced by the legal regulations.

17.3 The contract and any claims resulting from it shall be subject to German law only, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG, 1980).

17.4 If the conditions for a jurisdiction agreement exist, the legal venue shall be the place at which the Client has its registered office. However, the Client is also entitled to invoke the courts at the place where the Contractor has its registered office.

17.5 Only the German version of this contract is valid and legally enforceable. Unless otherwise expressly agreed in the contract, all documents shall be created in the German language, and all statements shall be issued in the German language.

18 Transfer clause

The Client is entitled to transfer its rights and duties under the Agreement to its affiliated group companies without requiring the consent of the Contractor. The provisions concerning the transferability of usage rights, the legal provisions for the transfer of claims of this contract shall remain unaffected.

19 Upper Limit for Contractual Penalties

Unless otherwise agreed, the total of all contractual penalties claimed from an individual contract may not exceed 10% of the agreed remuneration. The assertion of a contractual penalty in accordance with Item 1.9 and Item 1.10 (Integrity Clause) and of claims for damages, independent of the legal basis, shall remain unaffected.

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