

General Terms and Conditions of Purchase for IT Part D - Hardware Rental (version 03/21)

1. Subject matter of the contract/scope of services

1.1 General

These special provisions of AEB-IT Part D for the rental of hardware ("AEB-IT Part D") as at the time of conclusion of the contract shall always apply together with the general provisions of AEB-IT Part A as a uniform part of the contract.

1.2 Hardware

The contractor shall provide the client with the hardware designated in the order, including the system and operating software designated therein (collectively the "System"), as well as the associated documentation for use during the term of the contract. The system is CE-certified and complies with the currently recognized state-of-the-art technological standards during the term of the contract, taking into account the applicable VDE and UVV regulations.

1.3 Provision with system and operating software installed

Systems are provided with pre-installed system and operating software, which the contractor additionally provides on commercially available data carriers.

System software consists, in particular, of the operating system, the operating software (system-related software) and software development tools such as compilers and associated libraries. Database management tools and middleware are not subject of this AEB-IT Part D.

1.4 Documentation

The system shall be provided with documentation in German (for German-speaking sites) and English in printed or printable form. This documentation, in particular, for installation, use and operation, is part of the main performance obligation. The client may make copies of the documentation for internal purposes to the extent necessary. The documentation shall be sufficient to allow an average user to install and use the system without assistance from the contractor. Supplied operating manuals must enable an IT specialist to operate and maintain the system.

The contractor shall provide the client with a sufficient amount of up-to-date documentation, in order that the group of persons authorized to use

the system can use it to the agreed extent without further ado.

1.5 Installation

The contractor shall set up, install, integrate and configure the system and hand it over to the client ready for operation.

In this context, it shall be incumbent on the client to create the necessary operating conditions for the system (e.g. premises, network and network connections) on the provision date, if the contractor has communicated these in writing prior to the conclusion of the contract.

1.6 Instruction/Other services

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

The contractor shall dispose of replaced wear parts and system components so that any data of the client on them is irretrievably destroyed or deleted. The complete deletion and/or destruction of the data shall be confirmed to the client in writing upon request.

1.7 Hardware maintenance

During the rental period, the contractor shall maintain the system in a condition suitable for use for the client and shall carry out any maintenance and repair work required for this purpose.

1.7.1 Preventive measures (maintenance)

Maintenance involves maintaining the system's functionality, and includes the replacement of defective wear parts and system components that no longer correspond to current and recognized state-of-the-art technological standards, or no longer function reliably. The contractor shall perform any integration, configuration or installation work.

The contractor shall perform regular system inspections in accordance with the respective system documentation or current manufacturer information. Faults in the system detected by the contractor or notified by the manufacturer shall be rectified by the contractor. The contractor shall inform the client if the disruption may have had an impact on the client's work results or processes.

If system and operating software is also to be provided, the contractor shall also provide the client

with corrections, patches, updates, upgrades, new versions or the like, as well as the respective updated documentation (collectively "Updates") and install them in consultation with the client. The contractor shall grant the client the rights of use to the updates in accordance with clause 3 upon their provision.

The provision of further developed system and operating software shall be effected by sending or handing over the machine-readable code on a commercially available data carrier or by transmission by remote data transmission. The client receives the corresponding updated documentation in printed or printable form.

After the release of updates, maintenance services will continue for the old version of the system and operating software.

1.7.2 Repair

The client shall report to the contractor any malfunctions, system or system component failures and other problems ("Faults") that occur. The contractor shall locate, analyze and rectify the fault. Upon receipt of a malfunction report, the contractor shall inform the client by when the reported malfunction will be remedied.

If the elimination of a malfunction after its analysis turns out to require extensive work, the contractor shall, in coordination with the client, provide at least a temporary substitute or workaround solution so that significant impairments to the client's business operations are avoided; agreed service levels shall be observed. The obligation to ultimately eliminate the disruption within a reasonable period of time remains unaffected.

Malfunctions based on information security vulnerabilities of the system and operating software shall be remedied by the contractor without undue delay, unless a different schedule has been agreed with the client.

1.7.3 Replacement of obsolete hardware

In consultation with the client, the contractor shall replace parts of the system and components that no longer correspond to the current and recognized state-of-the-art technological standards, with new ones. The respective assessment can be presented by the client on the basis of market development. In case of doubt, the normal useful life according to the depreciation table at the beginning of the contract applies.

1.8 Rent

Services according to clause 1.2 up to and including clause 1.7 are included in the rent.

1.9 Additional services

Upon request of the client, the contractor shall provide additional system components or subsystems in accordance with a separate order. Clauses 1.2 up to and including 1.7 apply.

The contractor shall not be liable for the repair of faults caused by the use of force or improper handling (non-functional use) within the scope of the rental period. The contractor shall also remedy such disruptions, unless the performance of the service is unreasonable for him. The contractor may invoice such services separately provided that an order has been placed for them by the client.

2. Provision

The system shall be provided ready for operation at the agreed place of performance (place of use) on the agreed date.

3. Rights of use for system and operating software/use of the system

Upon provision of the system, the contractor shall grant the client a non-exclusive right to use the system and operating software, which shall not be limited in terms of territory or content, and shall be limited to the term of the contract. The client may make copies for archiving and backup purposes.

The client guarantees that the system is not used by third parties. Group companies or companies that use the system for the client or operate it are not third parties. The right of use includes the right to develop programs running together with the software by third parties for the client.

This right of use shall also apply in each case to corrections, patches, updates, upgrades, new versions or similar, as well as updated documentation (collectively "Updates") provided by the contractor which replace or supplement previously provided software.

The rights to which the client is entitled under this clause 3 shall not lead to an increase in the sum of the contractually agreed permissible number of users, permissible number of installations or permissible intensity of use.

4. Maintenance window/job scheduling

The contractor shall schedule maintenance work in such a way that the client's use of the system is not impaired. If maintenance work is unavoidable during regular operating hours of the system, he shall notify the client of the underlying reason and cause thereof, and agree on a maintenance window with the client no later than two weeks before it is to be carried out.

5. Data protection, information security and data backup measures

The contractor shall observe the principles of proper data processing (GoDV) when providing the service. This includes, for example, protection against malware (e.g. Trojans, viruses, spyware, etc.), information security and data backup measures, compliance with data protection provisions, and all precautions and measures in accordance with currently recognized state-of-the-art information and communications technology-related standards.

If the scope of services also includes data backup by the contractor, the contractor shall implement suitable measures for data backup and recovery. The data must be backed up at regular intervals – depending on the criticality – in such a way that it is possible to restore the data stock on the system at any time without any problems. Depending on the criticality of the system or data, appropriate measures shall be provided to recover the system in the event of a system failure, such as retaining parts of the system or system components.

For data protection and information security, the annex "agreement on commissioned processing" shall also apply. In it, the required information is to be filled in by the contractor and the client. If no personal data is processed by the contractor in the course of the provision of services, the inclusion of this Annex is not required. The client shall document this.

6. Place of performance and change of the place of installation

The place of performance shall be the client's place of business specified in the order (place of use), otherwise the client's registered office. To the extent necessary, the contractor may carry out the troubleshooting in one of its workshops; in this case, the contractor shall provide the client with replacements during this work without separate charge.

The contractor shall be notified of the relocation of the system or parts thereof to a place of performance other than that specified in the order. The contractor shall continue the services unless this is unreasonable for him. If the implementation does not significantly affect the amount of effort in connection with the performance of the service, the contractor may demand an appropriate adjustment of the remuneration. Insofar as the rental of hardware becomes unreasonable for the contractor due to the implementation effort, the contractor may terminate the corresponding contract with effect from the date of implementation. The same shall apply to the client if the contractor objects to an implementation, and this would lead to a significant disadvantage for the client.

7. Services according to expenditure

The contractor shall only receive remuneration in excess of the rent if this has been agreed in writing in advance.

8. Adoption of the system

The system shall be made available for use in its entirety and with the agreed scope of functions, documentation and all other documents required for use. In a test and trial operation, the system is checked for completeness and its functions according to the order, as well as its documentation. The contractor shall support the client in this process. In the event of significant defects during the test and trial operation, the contractor shall provide another system free of defects, as well as provide the system for a renewed test and trial operation. If there are no significant defects, the client confirms the acceptance of the system. From this takeover confirmation, the client has to pay the rental price.

9. Deficiencies and performance failures

A defect of the rental object and thus a defective performance shall also be deemed to exist if faults are not remedied, not remedied to the required extent or not remedied within the agreed remedying time, otherwise within a reasonable time. The contractor may remedy insignificant defects within the scope of a future provision of services.

A defect in the rental object shall also be deemed to exist if a reasonable user with the knowledge normally expected for the application of the system cannot either understand the operation of individual functions with the aid of the

documentation with a reasonable amount of effort, or cannot solve any problems that arise.

Insofar as the contractor provides a workaround for disruptions, this shall not be deemed to be defective performance. For this purpose, the contractor may, in coordination with the client, make temporary changes to the system's configuration if (and to the extent that) the system's proper functioning is thereby restored within the service levels. However, a malfunction shall not be deemed to have been remedied until the workaround is replaced by a full malfunction remedy within a reasonable period of time.

In the event of malfunctions not caused by the system or not caused solely by the system, the costs incurred for troubleshooting, analysis and repair shall be divided or reimbursed appropriately according to the respective causation contributions.

9.1 Compensation reduction

If the contractor does not remedy a reported malfunction within the agreed remedy time, otherwise within a reasonable time, and if the suitability of the system or parts thereof is reduced as a result, the client shall only pay a reasonably reduced rent for this period. If use of the system or individual parts is not reasonably possible due to the disruption, the client shall be exempt from payment of rent for this period. This shall apply accordingly in each case if the system's contractual use is impaired in whole or in part by the rights of third parties.

9.2 Removal of defects/Setting of deadlines/Repayment of expenses/Cancellation

In the event of defective performance, the contractor shall be obliged to remedy the defect.

If this fails, the client may terminate the contract on an extraordinary basis or remedy the defect itself or have it remedied by a third party and demand reimbursement of the necessary expenses (substitute performance) if the defective performance or the unsuccessful remedy of the defect significantly restricts the use of the system despite a reasonably set grace period.

9.3 Delay

If the contractor does not perform within the agreed period of time or, in the absence of an agreement, within a reasonable period of time in response to a fault report from the client, the contractor shall be deemed to be in default.

9.4 Withholding and offsetting of services

Insofar as the contractor fails to fulfill its obligations, the client may withhold payment for the contractual services until the contractor has fulfilled its obligations in full.

The client may deduct its claims against the contractor for breach of duty from the contractor's remuneration.

The assertion of further claims by the client remains unaffected.

10 Term and termination of contract

10.1 Term

The rental contract begins with the date agreed in the contract. Unless the takeover of the system (clause 8) takes place later, this shall begin with the takeover. The contract ends automatically at the end of the contractually agreed fixed term.

10.2 Cancellation

Statutory rights of termination shall remain unaffected.

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.

Termination must be in writing in order to be effective.

10.3 Termination of contract

The contractor shall surrender to the client all of the client's backed-up data files in their entirety, insofar as they are in the contractor's possession. Any copies of data and other documents of the client remaining with the contractor, regardless of their form, shall be returned to the client and copies thereof shall be deleted or destroyed. There are no rights of retention or rights to refuse performance for these data or other documents to be surrendered.

If it is not possible for the client to ensure the continued provision of services by the termination date of the contract, the contractor shall continue the contract beyond the termination date in the interest of maintaining business operations in the affected area. This shall apply until the further provision of services by the client is ensured, however, for a maximum period of 6 months after the termination date. The parties shall mutually endeavor to find a solution that ensures an

appropriate transition. The above provisions shall also apply in the event of extraordinary termination.

10.4 Return

At the end of the contract, the contractor shall collect the system from the client at its own expense.

The client shall return the system to the contractor in an undamaged condition with the system and operating software provided, including the data carriers and documentation provided. Any copies of the system and operating software and documentation provided by the contractor shall be completely deleted or destroyed, with the exception of archive copies.

When the system is returned, a log shall be created in which the completeness of the system and any damage are recorded. The client shall reimburse the costs for the proper removal of damage for which he is responsible.

The contractor shall delete and/or destroy any data of the client existing on the system in such a way that the reconstruction of the data is impossible. Complete deletion and/or destruction shall be confirmed to the client in writing upon request.