

General Terms and Conditions of Purchase for IT Part M – Cloud Service

(Version 03/21)

1. General, Definitions

1.1. General

These special provisions of the AEB-IT (Part M) with the status at the time of conclusion of the contract for IT Cloud Services shall always apply together with the general provisions of the AEB-IT (Part A) as a uniform part of the contract.

1.2. Definitions

For the interpretation of this AEB-IT (Part M), the definitions contained in Annex 1.1 "Definitions" shall apply.

1.3. Ranking

If reference is made to documentation of the contractor, such as a performance or service description, the provisions of the order and of this AEB-IT (Part M) shall prevail in case of contradictions. In the event of any inconsistency between these AEB-IT (Part M) and the AEB-IT (Part A), the provisions of the AEB-IT (Part M) shall prevail.

2. Subject matter of the contract, business partner

2.1. Purpose of the agreement

The subject of this AEB-IT (Part M) is the provision of the contractual services by the contractor to the client for the client and the business partners.

2.2. Business partner

The client purchases the services not only to cover its own needs, but also to provide the business partners with the agreed services. The business partners have no direct contractual relationship and no claims of their own against the contractor.

3. Services

3.1. Service and service type

3.1.1. The scope and type of the ordered cloud services result from the order or the service

description, if such is part of the contract or order.

3.1.2. The contract entitles not only the client, but also its affiliated companies within the meaning of Section 15 German Stock Corporation Act (AktG), as well as the business partners to use the services for the agreed remuneration.

3.1.3. The contractor shall owe the client appropriate instruction in the services without additional remuneration.

3.1.4. Unless otherwise expressly stated in the client's order or service description, the contractor shall provide the services in accordance with the provisions of these AEB-IT (Part M).

3.2. Scope of services

The contractor shall provide the services in a manner that fulfills the purpose of providing the services to client as known to the contractor. This also includes services which are not explicitly mentioned in a service description, but which a neutral expert third party can assume to be provided in order to fulfill the services.

3.3. Service locations

The contractor's performance with respect to the services shall be performed exclusively in the European Union or the European Economic Area. In particular, the storage and processing of data and processes of the client and the business partners outside the EU/EEA are not permitted. The same applies to access to this data and processes from outside the EU/EEA, even if this is for maintenance purposes. Exceptions require the prior written consent of the client.

3.4. Quality of services

The contractor shall provide the services in accordance with the respective state-of-the-art technological standards, and in a quality that

can be expected from a professional cloud provider.

3.5. Security

During the term, the contractor shall, at all times, provide the services in compliance with the security standards ISO 27001 and/or SSAE 16/SOC 01 (or in the opinion of the German Federal Office for Information Security – BSI – equivalent standard). Failure to meet this minimum standard shall be unacceptable, and shall be reported immediately to the client in writing with a description of the impact. Upon request of the client, compliance with the security standards shall be proven to the client, e.g. by presenting suitable certificates from recognized institutes.

3.6. Additional services

At the request of the client, the contractor shall provide additional or more extensive services in connection with this order in accordance with a separate order, unless this is unreasonable for the client. Unless expressly agreed otherwise, these GPC IT (Part M) shall also apply.

4. Changes to the services and documentation

4.1. Changes to the services

Changes to the services by the contractor during the term of the contract shall only be permitted if

(i) the security according to clause 3.5 is not impaired,

(ii) the changes are solely for the benefit of the client (or at least do not result in a material diminution of the services), and (iii) written notice describing the change has been given to client at least 90 days in advance, and (iv) client has been given an opportunity to reasonably test the changes in advance. Demonstrable costs incurred by the client due to a necessary adaptation of its systems as a result of the change shall be borne by the contractor.

4.2. Setting services

The discontinuation of services or parts thereof during the term of the contract shall only be

permissible if contractor (i) gives the client six (6) months' prior written notice thereof, (ii) provides client with replacement solutions in a timely manner that are at least equivalent in scope, quality and security to the previous service, and (iii) reimburses client for the necessary costs of the conversion. These AEB-IT (Part M) shall then apply accordingly to the services to be replaced.

4.3. Documentation changes

If, due to a change in the services, a change in the contractor's documentation is required or occurs, the contractor shall provide this to the client in a printed form without being requested to do so.

5. Personnel and subcontractors

5.1. General requirements

The contractor shall perform the services under its own direction and responsibility with its own employees. Temporary workers may only be deployed if the local regulations applicable to this, such as those of the Temporary Employment Act (Arbeitnehmerüberlassungsgesetz) in Germany, are complied with.

5.2. Use of subcontractors

5.2.1. Section 12 of the AEB-IT (Part A) – General Section shall apply to the engagement of subcontractors. Subcontractors not expressly approved by the client at the time that the contract is concluded may only be used if the client has given its prior written consent. The client may only refuse consent for sufficient reason, in particular, if (i) the subcontractor is unreliable or (ii) the subcontractor is directly or indirectly controlled by a competitor of the client in the field of vehicle construction or (iii) the client could terminate the subcontractor for good cause if the subcontractor were in a direct contractual relationship with the client. If the replacement of the refused subcontractor is impossible for the contractor, the contractor shall notify the client thereof, stating the reasons. The client shall then be entitled to terminate those services in which the

subcontractor is used with a notice period of up to three (3) months. The contractor shall not use such a subcontractor for services that were not terminated by the client because the subcontractor was not used for such services.

5.2.2. The contractor shall ensure that the obligations of the subcontractor towards the contractor with regard to the performance of the services are in accordance with the obligations of the main contract between the contractor and the client. The contract with the subcontractor must also allow for the direct enforcement against the subcontractor of the rights to information and audit regulated in this contract for the benefit of the client and the business partners. Upon request, the contractor shall prove compliance with these requirements to the client by submitting the relevant parts of the contract concluded with the subcontractor.

5.2.3. The contractor shall be liable for the performance and omissions of the subcontractors as for its own performance and omissions.

5.2.4. At the client's request, the contractor shall name all subcontractors used to provide the services to the client, specifically identifying those subcontractors who have access to the client's data or processes.

5.2.5. The client may demand the replacement of an approved subcontractor for the reasons stated in clause 5.2.1 if these reasons occur or become known to the client only after the approval of the relevant subcontractor. Clause 5.2.1 shall then apply accordingly to the exchange.

6. Participation of the client

Insofar as the client's participation goes beyond the requirements under these AEB-IT (Part M), this shall be described in the order. The procedure for issuing reminders pertaining to the absence of participation and for agreeing on additional participation on the part of the client is set out in clauses 6.1 and 6.2.

6.1. Notification of absent participation and provision by the client

The contractor shall immediately notify the client in writing of any insufficient or absent participation 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 perform said participation 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.

6.2. Request for additional services

The contractor shall notify the client in writing in due time if additional participation or its provision by the client beyond the agreed scope of participation is necessary for the performance of the services. These forms of participation 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. The client is entitled to claim the expenses for participation not subject to prior agreement from the contractor.

7. Audit rights

The contractor hereby grants the client the audit rights described in Annex 1.2 "Audit rights" with regard to the assigned scope of duties.

8. Confidentiality and data protection

8.1. Notwithstanding the applicable regulations on confidentiality (clause 7 of AEB-IT Part A), the contractor shall ensure data protection within the meaning of the provisions of data protection law, including the technical and organizational measures for the protection of personal data, taking into account confidentiality, availability and integrity. 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.

8.2. If, contrary to clause 3.3, the contractor is permitted to process or have access to personal data of the client or of business partners outside the EU, the EEA or Switzerland, the contractor shall additionally conclude the necessary contracts for this purpose with the client in accordance with the requirements of the Commission of the European Union before such processing or access is permitted.

8.3. The contractor is obliged to maintain banking secrecy if the client or a business partner is a banking or financial institution. In this case, Annex 1.3 "Special requirements for services for banking and financial institutions" shall also apply.

8.4. The contractor shall inform the client immediately if third parties obtain data of the client or the business partners without authorization, or if authorities demand or have access to the data of the client or the business partners, unless the contractor is prohibited from doing so by law or by binding order.

8.5. If the requirements under data protection law change during the term of the contract, the contractor undertakes to cooperate in and agree to a corresponding change in the data protection provisions.

9. Intellectual property and infringements

9.1. Intellectual property

9.1.1. Unless expressly stated otherwise in this agreement, in particular, in the following provisions, all intellectual property rights, e.g. copyrights, industrial property rights or know-how, which existed prior to the conclusion of the agreement shall remain with the party which held them at that time.

9.1.2. To the extent that contractor uses proprietary subcontractors for the provision of the services, such as, in particular, software

and databases, the contractor shall ensure that client and the business partners are entitled to use such works to the extent necessary for the provision or receipt and use of the services. This shall also apply with regard to third parties, insofar as this is necessary for the appropriate use of the services by the client or the business partners or these third parties make a contribution to the appropriate use of the services by the client or the business partners that requires such a right of use.

9.1.3. The rights of use of intellectual property of all work results, which are developed by the client for the purposes of the contract and, in particular, with the help of the services, shall belong to the client exclusively and for an unlimited period of time, without limitation and with the right to sub-license. The client shall grant the contractor a free, non-exclusive right of use to such work results to the extent necessary for the provision of the services. The contractor shall not be entitled to any further rights. The same applies to data and processes of the client which are entrusted to the services.

9.2. Violation of third party rights

9.2.1. The contractor warrants that the services and their appropriate use by the client and business partners do not infringe any third-party rights. This also applies to the systems that the contractor provides and uses to provide the respective services.

9.2.2. If claims are asserted against one of the parties in connection with the services due to the actual or alleged infringement of third party rights, the parties shall inform each other thereof without undue delay.

9.2.3. If the client or business partners incur costs and/or damages (including the costs of reasonable legal prosecution or legal defense) in connection with the defense or other handling of claims based on an infringement of third party rights for which the contractor is responsible, the contractor shall indemnify the client and the business partners concerned against such costs and damages.

9.2.4. The limitations of liability under clause 11.2 or in a separate agreement shall not apply to the indemnification under clause 9.2.3 unless the parties expressly indicate that clauses 9.2.4 and 11.2.3 (relating to the infringement of third party rights) shall not apply.

9.2.5. The obligation of the contractor to provide the services shall remain unaffected.

9.2.6. If the contractor is unable to continue providing the services in an unchanged state due to the infringement of third party rights, it shall modify the services in such a way that the client and the business partners are able to continue using the services without the infringement of third party rights. Clause 4 shall apply mutatis mutandis to such changes, but with the restriction that the contractor must inform the client as early as possible.

10. Remuneration

In addition to clause 6 of the AEB-IT (Part A) – General Section, the following shall apply:

10.1. Remuneration

10.1.1. For the provision of the services, the client shall pay the contractor the remuneration agreed in the contract.

10.1.2. If the remuneration is determined according to time periods, the contractor shall invoice its services in each case after the services have been rendered in accordance with the agreed invoicing periods.

10.2. Retentions

The client may withhold forfeited contractual penalties, damages caused by delay, additional expenses or any agreed securities from the contractor's remuneration to a reasonable extent. The reservation of the assertion of a contractual penalty may be asserted by the client within three (3) months after knowledge of the reason and amount of the contractual penalty.

11. Warranty and liability

11.1. Warranty

11.1.1. The contractor shall provide the services in accordance with the respective state-of-the-art technological standards, and with the diligence of a prudent businessman and free of defects and in compliance with clause 3.4. The services must be provided at least in a quality that can be expected from a professional cloud service provider in connection with the services in question.

11.1.2. A defect shall be deemed to exist if the services do not meet the contractually specified requirements and/or are not suitable for the purpose assumed under the contract or, if this is unknown to the contractor, are not suitable for ordinary use.

11.1.3. The contractor shall determine the cause of the defect within its area of responsibility at its own expense and, if necessary, take all further measures required to prevent the defect from occurring in the future.

11.1.4. The assertion of other claims to which the client is entitled in the event of the occurrence of defects shall remain unaffected. However, this contract may only be terminated under the conditions set forth in clause 12.2. Any reduction of the remuneration shall be excluded if the cause of the defect simultaneously leads to the failure to meet agreed service levels or key figures, and thus to a penalty or service credit becoming due.

11.1.5. If service levels or key figures and associated penalties or service credits have been agreed, this shall not preclude the client from asserting claims for damages in excess thereof within the scope of the liability provisions under clause 11.2.

11.1.6. Insofar as the services are subject to tenancy law, the limitation provisions applicable to claims for defects under tenancy law shall apply.

11.2. Liability, limitation of liability

11.2.1. The parties shall be liable to each other in accordance with general statutory provisions, unless otherwise provided for in the following.

11.2.2. In addition to compensation for its own damages, the client may claim compensation for damages of the business partners caused by the contractor and for which the contractor is responsible, by performance itself as if they were the client's own damages. In this case, the business partners shall not be entitled to claim the same damages from the contractor.

11.2.3. Unless expressly agreed otherwise in writing, in the event of ordinary negligence, the parties shall be liable for all damages in a contractual year only up to an amount equal to four times the net remuneration paid (or to be paid) by the client for the services in the contractual year in which the damage occurs. This limitation of liability shall not apply to cases of product liability, injury to life, limb or health, to breaches of confidentiality and data protection obligations, or in the event of infringement of third-party rights.

12. Commencement, cancellation and termination of contract

12.1. Commencement

The contract begins with the conclusion of the contract as far as no other date is agreed upon in writing, and ends with the agreed upon date without the need of a cancellation.

12.2. Extraordinary termination

12.2.1. 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 made in writing in order to be effective.

12.2.2. If good cause consists of a breach of a contractual obligation, termination shall only be permissible after an unsuccessful warning, unless the basis of trust for the further performance of the contractual relationship has already been impeded by the first breach

of contractual obligation to such an extent that it cannot be restored even by setting a deadline for remedial action or a warning.

12.2.3. Good cause for termination may also include repeated violation of service levels or key figures.

12.3. Contract termination

12.3.1. The client may require the contractor to continue the services under the terms of the agreement (including this AEB-IT (Part M)) for up to six (6) months despite the termination of the agreement – irrespective of the legal reason – in order to enable the client to transfer the processes and data processing enabled by the services to itself or to another service provider ("Termination period"). The request must be made in writing no later than one month prior to termination, and in the case of extraordinary termination, within two weeks of termination. In the event of termination of the contract by the contractor for good cause due to default in payment by the client, the contractor may demand that the remuneration for the termination period be paid in advance. In addition, the contractor may refuse to provide the services during the termination period if it has justifiably given notice of termination to the client for good cause, and the continuation of the services would be unreasonable for it.

12.3.2. The contractor shall keep the data and processes and content that the client has entrusted to the services for retrieval by the client for 60 days after the termination of the agreement or the end of the termination period; retrieval shall be technically possible for the client at any time. The data and processes must be kept ready in a common format.

12.3.3. At the request of the client, the contractor shall support the client (against reasonable remuneration) in the transfer of the processes and data processing made possible by the services, as well as the content to which the client is entitled to the client itself or another service provider to a reasonable extent.

13. Prohibition of set-off, right of retention, right to refuse performance

Offsetting by the contractor against claims due to the client shall be excluded unless the client does not dispute the underlying counterclaims, or these have been legally established or affirmed in court proceedings. The assertion of rights of retention and rights to refuse performance by the contractor shall also require that the contractor's counterclaims are based on the same contractual relationship. In the event of a breach of contract by the client, the contractor shall withhold or refuse the services only if it is a serious breach of contract which the client fails to remedy despite two written reminders with a deadline of at least 20 working days. Insofar as the breach of contract by the client results in the contractor not being able to provide the services or not being able to do so properly, claims by the client shall be excluded.

14. Change of control

The client shall be entitled to terminate the contract on an extraordinary basis if the contractor (or its material assets) are sold to a third party, or a third party acquires the majority of shares or voting rights in the contractor.