

General Terms and Conditions of Purchase for Deliveries in Information Technology

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I. General section for deliveries in information technology

1. Introductory provisions

- 1.1 Services and deliveries of goods in information technology provided for Škoda Auto a.s. (hereinafter referred to as the 'Deliveries'), is governed by these General Terms and Conditions of Purchase for Deliveries in Information Technology for Škoda Auto a.s., (hereinafter referred to as the 'EKB-IT'), unless agreed in writing otherwise.
- 1.2 The Supplier's terms and conditions do not apply even without their explicit rejection, even when concluding a contract via click-wrap, shrink-wrap or via another form.

2. Orders and conclusion of contracts

- 2.1 Contracts (orders and their acceptance) as well as their changes and amendments are binding on Škoda Auto a.s. (hereinafter referred to as 'Škoda') if:
 - have been made in writing, and Škoda has signed them; or if
 - have been concluded through the Volkswagen Group's B2B supplier platform at www.vwgroupsupply.com;
 - via the 'Online Orders Non-series Material (OHUB)' application on the ONE.Konzern Business Platform (ONE.KBP).
- 2.2 If an order has been concluded in writing, the contract will be concluded by delivering the signed order to Škoda. If orders are placed through www.vwgroupsupply.com, the order is considered accepted and the contract concluded if the Supplier has sent to Škoda an unreserved confirmation of order acceptance. In case of placing an order through www.vwgroupsupply.com, the contract will be concluded with its confirmation.
- 2.3 It is excluded to conclude a contract or to change a contract based on the mere delivery of an offer or a draft contract with deviation. Škoda is entitled to require the Supplier to change the subject of a contract to a reasonable extent and after consultation with the Supplier. The Supplier is obliged to notify Škoda of any consequences resulting from a change. If dates or price changes have not been agreed in writing, they remain unchanged.
- 2.4 If Škoda does not receive an order acceptance within 30 days of its issue, Škoda reserves the right to cancel the order.
- 2.5 The Supplier agrees with Škoda that business practices do not take precedence over mandatory legal provisions. Additionally, the use of Art. 1799 and 1800 of Act No. 89/2012 Coll., Civil Code, as amended, on the so-called adhesion contracts, is excluded.
- 2.6 Unless agreed otherwise, a contract with Škoda includes the following EKB-IT, an inquiry placed by Škoda, meeting minutes, technical specifications and internal regulations of Škoda. In case of any contradictions between the above-mentioned documents, the following order applies:
 - a) contract, including its related documents
 - b) meeting minutes
 - c) inquiry placed by Škoda
 - d) special section of EKB-IT
 - e) general section of EKB-IT
 - f) Škoda's internal regulations
 - g) Supplier's offer.
- 2.7 The contract also includes the Volkswagen Group's Requirements for Sustainable Development in Relation with Trading Partners (the Code of Conduct for Trading Partners), the Requirements for the Suppliers of Škoda Auto a.s. concerning the Compliance with the Code of Conduct, and the Declaration on Social Rights and Industrial Relationships at Volkswagen. Unless an offer or order assignment is enclosed with EKB-IT, the Volkswagen Group's Requirements for Sustainable Development in Relation with Trading Partners (the Code of Conduct for Trading Partners), the Requirements for the Suppliers of Škoda Auto a.s. concerning the Compliance with the Code of Conduct, and the Declaration on Social Rights and Industrial Relationships at Volkswagen, these documents are available at www.vwgroupsupply.com.
- 2.8 A Supplier operating on Škoda premises is obliged to comply with the Requirements for Suppliers Operating in Škoda Production Sites in terms of the Protection of the Environment and Working Environment and Occupational Health and Safety, to comply with the Binding Conditions and Regulations of Occupational Health and Safety for Trading Partners Providing Services in Škoda Production Plants as well as with other requirements resulting from documents published at www.vwgroupsupply.com.

3. Payment terms and conditions

- 3.1 The Supplier's receivables are payable if Škoda has verifiable and formally correct tax documents at its disposal.
- 3.2 Correspondence, delivery notes, receipts, invoices, etc. must always include the complete order number and the Supplier's number, otherwise it is not possible to ensure their swift processing, to which Škoda draws particular attention in the interest of both parties.
- 3.3 The Supplier is obliged to issue invoices by using the means of electronic invoicing, unless agreed in writing otherwise.
- 3.4 In the event of defective performance, Škoda is entitled to withhold any payment, even if the claim arose for another reason, until execution has been performed duely.
- 3.5 The Supplier is not entitled to assign or pledge its claims against Škoda, unless otherwise agreed in writing.
- 3.6 Škoda is entitled to unilaterally offset its payable and unpaid receivables with any payable and unpaid receivables of the Supplier towards Škoda.
- 3.7 Škoda is entitled to pay part of an obligation corresponding to the amount of Czech VAT applied by the Supplier to the account of its tax administrator. Škoda is obliged to inform the Supplier about such procedure.
- 3.8 Upon Škoda's request, the Supplier is obliged to prove to be the owner of the account to which the payments from a concluded contract are sent, or any other account which the Supplier uses in the business relationship with Škoda. Until adequate proof is

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provided, Škoda may withhold payment.

- 3.9 Upon Škoda's request, the Supplier is obliged to communicate the current status of open account items created from mutual trade relations that are included in the Supplier's accounts on a relevant day, and if necessary, to clarify and reconcile any contradictions with the status identified in Škoda's accounts. Škoda usually sends to the Supplier a confirmation of the status of open account items included in Škoda's accounts. The confirmation is based solely on accounting records and has no relevance to assert any potential claims; no legal consequences may be derived from it, and in particular it may not be used as recognition of debt by any means.

4. Fulfilment of contractual terms and conditions

- 4.1 The Supplier is obliged to ensure that the contractual conditions (hereinafter also as 'fulfilment of the contractual conditions' or 'fulfilment of the contract') be fulfilled, i.e. that the Delivery have the characteristics described in the relevant business contract or recall, including attachments, and be not burdened with defects that would impair or reduce the value or applicability of the Delivery for usual or contractually expected use. The Supplier is obliged to comply with the applicable generally binding legal regulations when fulfilling the contractual terms. The decisive factor is the status on the date of performing the Delivery. Hardware must be supplied with CE certification and in accordance with Škoda's requirements specified in the request, technical specification or other documentation. When fulfilling a contract concluded with Škoda, the Supplier is obliged to comply with Škoda's internal technical standards, which are published at www.cts.skoda-auto.com, relevant for the business case, in particular ITS 1.05 Information Systems and Technologies.
- 4.2 Deliveries shall be provided at the place specified in the contracts or recalls, including attachments, or in another written agreement. Goods that are the subject of a contract must be delivered with the DAP (Incoterms 2020) delivery condition at Škoda's headquarters, and the services must be provided at the place specified in the contract or the recall, unless expressly agreed otherwise.
- 4.3 A Delivery may be provided in parts upon prior written consent made by Škoda.
- 4.4 Any agreed dates are binding. In order to observe a delivery date, the fulfilment of the Delivery in the agreed scope and condition is decisive.
- 4.5 If the subject of a Delivery is also the supply of software source code, the source code must be delivered together with complete development documentation and development tools in order to enable updates, upgrades, or to create a new version of the software. Upon delivery of a source code, the Supplier also grants Škoda the right to change the source code and transfer the source code to third parties. The Supplier is obliged to:
- save the source code (including configuration files) in Škoda's central repository
 - create a process for application compilation, including all necessary components to build the application and
 - create an automated deployment process on the required platform, unless a written exception is granted by Škoda. If a source code is not the subject of a Delivery, the Supplier is obliged to ensure that Škoda can properly use the relevant software within the agreed scope.
- 4.6 Based on Škoda's request, the Supplier is obliged to supply the delivered software with Software Bill of Materials (hereinafter as 'SBOM') in the required international technical standard that is suitable for further machine processing. This obligation applies both to the supply of source code and to third-party software with significant modifications (customisations) for Škoda (e.g. development of applications and functions within SaaS for Škoda's needs: authentication mechanism, UX/UI customisation, connection to Škoda's internal systems or infrastructure).

5. Delivery quality

- 5.1 Even before a Delivery is handed over to Škoda for use, the Supplier, regardless of the delivery method (data carrier or transmission), must check and verify its properties and quality, especially whether it contains harmful software (e.g. a Trojan horse, viruses, spyware). The basic methods of software quality check and verification include supervision of compliance with uniform code formatting (code style), static code check, licence check, SBOM check, security check of component vulnerabilities and the coverage of key software parts by automated tests. If any malicious software or any other deficiencies are detected, the Supplier is obliged to immediately inform Škoda and to rectify the problem upon agreement.
- 5.2 Škoda has the right to carry out external security tests (from the point of view of quality, security, licences, integrity and compliance) and, in case of any findings, to demand the Supplier to make such repairs for free of charge that will ensure that the Delivery is brought into compliance with generally accepted standards in software development and methodology of Škoda. Repairs will be required from the Supplier as part of an existing order through a complaint, without any additional costs to be incurred by Škoda.
- 5.3 Required basic parameters of the Deliveries must comply with the ITS 1.05 – Information Systems and Technologies standard.
- 5.3.1 The Supplier is obliged to use Škoda's solutions and/or infrastructure to the maximum extent possible (e.g. common libraries, prepared services, identity providers or interfaces, servers and databases). In the event that the Supplier uses such solution and/or infrastructure and modifies it in any way (upon Škoda's prior consent), the Supplier declares that Škoda will continue to have the right to use the solution and/or infrastructure without limits.
- 5.4 The Supplier is obliged to review the feasibility of the planned subject of a Delivery and in the event of any doubt, including, for example, the correctness and completeness of data or the appropriateness of the requirements provided by Škoda, the Supplier is obliged to inform Škoda in writing.
- 5.5 The delivery must include the necessary documentation for software maintenance (especially the developer's manual, architectural diagram and visualisation of service methods with a sequence diagram) and documentation of deviations from Škoda's requirements.
- 5.6 If the Supplier discovers in the course of the provision of a Delivery that it is purposeful or necessary to make changes or improvements, the Supplier is obliged to inform Škoda in writing and to request a decision on possible changes to the Delivery.

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- 5.7 If the Supplier discovers that it cannot meet the agreed delivery date, it is obliged to immediately inform Škoda in writing, including the reason for the delay. A change in the delivery period, however, is only possible if there is prior written consent made by Škoda.
- 5.8 Škoda is entitled, in the case of justified concerns about the fulfilment of an agreed delivery period (e.g. in the case of unmet partial milestones), to check the current status of the Delivery, inspect the materials, documents and results of the fulfilment of the contract which are directly or indirectly related to the Delivery. If such an inspection is carried out outside Škoda's premises, the inspection will take place after prior agreement and during the Supplier's usual operating hours.

6. Free and Open Source Software

- 6.1 The Supplier may not use "Free and Open Source Software" (hereinafter as 'FOSS') in the Deliveries and Services provided to Škoda, i.e. software, which can usually be downloaded free of charge from an open source, with the exception of explicit permission to use FOSS in a business contract and provided that the conditions specified in the contract or EKB-IT are met.
- 6.2 The Supplier is authorised to use FOSS if:
- a) the FOSS is not included in the list of prohibited FOSS (see the annex ITS 1.05) or has not been marked by Škoda as prohibited;
 - b) it creates a document containing information about the FOSS used during development. The document must contain the name of the components, including the version, copyright information and licence terms of each component. The document must be delivered in the required international technical standard that is suitable for further machine processing. Additionally, it is the Supplier's duty to indicate the sources of origin of the FOSS.
 - c) it confirms the successful fulfilment of a compatibility check for several different FOSS components/licences, including the fulfilment of conditions of the FOSS check and evaluation process set at Škoda (particularly the pre-approval of components, continuous check of components and the final scan via SCA: Software Composition Analysis) as per ITS 1.05.
- 6.3 The Supplier is obliged to commit any potential subcontractors to fulfil the conditions of using FOSS to the same extent as the Supplier is obliged towards Škoda.
- 6.4 If the Supplier violates any of the obligations listed in Section 6 or violates the provisions of the terms of licence or use of the FOSS used, the Supplier shall be liable for damages caused to Škoda. In the case of third-party claims brought against Škoda, the Supplier is obliged to provide all possible cooperation with the aim of defending Škoda's rights. Violation of Section 6 of this EKB-IT constitutes a serious breach of contractual terms.
- 6.5 The terms of using FOSS apply analogously to the so-called "Open Content", i.e. the contents of databases, written documents, media and photographs which can be used without the need to pay, though they are subject to compliance with specific licence conditions.

7. Requirements for the staff

- 7.1 The Supplier is obliged to use employees with appropriate qualifications to fulfil the contractual obligations, so that the Delivery can be completed in due time and manner. The Supplier shall appoint a contact person with whom the progress of the contract will be coordinated.

8. Subcontractors

- 8.1 Unless the contract stipulates otherwise, the Supplier is authorised to entrust a subcontractor to fulfil the contractual obligations. The Supplier is fully liable to Škoda for the fulfilment of the contract and any errors of its subcontractor, as if the Supplier had fulfilled the contract by itself.
- 8.2 If, in connection with the authorisation, any personal data of which Škoda is the administrator will be processed by the subcontractor, the relevant provisions of the contract on personal data processing concluded between the Supplier and Škoda shall apply.
- 8.3 The Supplier's duty is to oblige the subcontractor to comply with the obligations arising from all contracts concluded between the Supplier and Škoda (in particular, concluded agreements on personal data processing and confidentiality agreements or confidentiality obligations) relating to the Deliveries, as well as compliance with Škoda's relevant internal regulations.
- 8.4 Upon Škoda's request, the Supplier shall submit a list of the subcontractors, including an indication of the scope and specification of jobs. The Supplier is obliged to inform Škoda of any subsequent changes to subcontractors and request written approval as well. Škoda is authorised to request a change in subcontractors in justified cases.
- 8.5 In the event of a breach of the obligations laid down in this section, Škoda is entitled to terminate the contract with immediate effect or withdraw from the contract.

9. Delay

- 9.1 If a Delivery does not take place duly and timely, the Supplier shall pay to Škoda a contractual penalty of 0.5 percent of the relevant contractual price for each commenced week, up to a maximum of 5 percent of the relevant contractual price. Škoda is entitled to offset the claim for the payment of the contractual penalty against the Supplier's claim for the payment of the contractual price.
- 9.2 Payment of a contractual penalty and interest for late payment does not affect Škoda's right to compensation for any additional higher damages. The obligation to pay the contractual penalty remains effective even after the contract has ended.
- 9.3 If the Supplier finds itself in delay with a Delivery or installation works and with the provision of technical operability, Škoda is entitled to withdraw from the delivery of that part of the subject of the contract which constitutes the delivery, installation and/or commissioning with which the Supplier is in delay. Škoda is also entitled to withdraw from the entire contract.

10. Force majeure

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- 10.1 Circumstances of force majeure are considered those that arose after the conclusion of the contract as a result of events of an extraordinary nature, such as natural disasters or war, without the contracting Parties being able to foresee or avoid them. The contracting party for whom the fulfilment of contractual obligations has become impossible must, upon the occurrence and termination of the above-mentioned circumstances, give prompt written notice and submit evidence that such circumstances had a crucial influence on the fulfilment of the contractual obligations. The occurrence of defective material, delayed subcontracts or a strike cannot be considered force majeure, and these facts do not entitle the Supplier to extend a confirmed delivery date.
- 10.2 If circumstances of force majeure prevent Škoda from accepting a Delivery at the agreed location, the delay in acceptance by Škoda is excluded for the duration of the obstacle, as well as the Supplier's claims for consideration or compensation for damages. During the duration of the obstacle, the Supplier is obliged to store the Delivery at its own expense and risk.
- 10.3 If the aforementioned unforeseeable circumstances last longer than 6 months for a provision for which the period does not exceed 1 year, or if the circumstances last longer than 9 months for a provision for which the period exceeds 1 year, Škoda has the right to withdraw from the contract. In such a case, the Supplier is obliged to return the amount paid by Škoda with the accrual of interest in the amount determined by applicable legal regulations for interest on late payment.

11. Acceptance

- 11.1 As soon as a Delivery is completed, the Supplier invites Škoda to accept it. Any partial acceptance does not release the Supplier from the obligation to complete any agreed activities.
- 11.2 The quality and completeness of the Deliveries will be checked in accordance with contractual arrangements. If the method of acceptance of a Delivery has not been agreed upon, the Delivery will be accepted through a hand-over in the case of goods, through a demonstration of its functionality in case of works (including the hand-over of the source code and meeting the parameters as per ITS 1.05 – Information Systems and Technologies), or through a service fulfilment in the case of services. If an inspection of a Delivery requires commissioning or putting into operation for testing purposes, acceptance shall only take place after successful completion of the tests. The acceptance must be documented in writing, usually in the form of a record.
- 11.3 Payment of the Supplier's invoice cannot be interpreted as acceptance of the Delivery.

12. Liability and warranty

- 12.1 Unless otherwise agreed regarding liability for due and timely fulfilment, the Supplier is liable in accordance with generally binding legal regulations.
- 12.2 In the event of delays or defective fulfilment, the Supplier is obliged to compensate Škoda for all damages (direct and indirect) incurred in this way. This may in particular constitute the costs of removing the defect, compensation for damage due to production interruptions and compensation for the wage costs of Škoda employees participating in the removal of the defect.
- 12.3 In the event of a defect, Škoda may require the Supplier to remove the defect (repair) or to supply a new Delivery. In the event of a software defect, the Supplier will remove the defect by delivering a fault-free version. If waiting for the delivery of a fault-free version is not acceptable for Škoda, the Supplier shall provide a short-term adequate replacement or alternative solution that minimises the effects of the defect until a fault-free replacement version is available.
- 12.4 If the Supplier does not remove the defects of a Delivery in due and time manner, even despite a request for removal within a reasonable period of time, Škoda is entitled to remove the defects or have the defects removed at the Supplier's expense. Self-help removal of a defect does not affect Škoda's warranty rights. If it is not possible to remove a defect or if it involves unreasonable costs, Škoda is entitled to withdraw from the contract. Minor defects or such defects whose removal cannot be delayed will be removed by Škoda on its own, and the Supplier shall reimburse Škoda for the actually incurred costs. In case of replacement or repair, the warranty period is extended by the time necessary for the replacement or repair.
- 12.5 The warranty period of a Delivery is 24 months from the provision. For a Delivery consisting of several parts, the date of delivery of the last part of the Delivery applies as the date from which the warranty period is calculated. If the Supplier carries out assembly, the warranty period is calculated from the date of acceptance of the entire Delivery.
- 12.6 Claims resulting from liability for defects are time-barred after 36 months from the date of acceptance, unless a longer limitation period is established by law. A defect notification by Škoda leads to the suspension of the limitation period. If Škoda gives notification of a defect after the limitation period, the Supplier waives to plead limitation.

13. Rights of third parties, legal defects

- 13.1 The Supplier is obliged to ensure that a Delivery, especially when using FOSS, be not encumbered by third parties' rights and any related obligations. In particular, the Supplier is obliged to ensure that the so-called "copyleft effect" and/or "viral effect" do not occur and that the authentication process at Škoda be not negatively affected. The Supplier must also prevent that information on the authentication process, cryptographic keys or other information about the used software be passed on to a third party.
- 13.2 In the case of third-party claims brought against Škoda, the Supplier is obliged to provide all possible cooperation with the aim of defending Škoda's rights and to compensate for any damages that result from such claims.
- 13.3 In addition, Škoda is entitled to compensation for damages due to legal defects, while the limitation period is 36 months from accepting the Delivery, unless the law provides for a longer limitation period.

14. Provision of operational resources to the Supplier

All operational resources provided by Škoda to the Supplier, such as documents, information, cards, data carriers, parts, samples, access to systems, hardware and other objects (hereinafter as the 'Operational Resources', may only be used to fulfil contractual obligations and remain the property of Škoda for the entire duration of the business contract. The Supplier is authorised to use the access rights provided by Škoda, especially to IT and other systems, the authorisation to use the infrastructure, computers or licences only for the duration of the contract.

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15. Notice and termination of contract

- 15.1 If meeting a delivery date was an essential circumstance for Škoda, and/or if the Supplier is in such delay that Škoda cannot be expected to agree to a change in the delivery date, Škoda is then entitled to terminate the contract in whole or in part.
- 15.2 In the event of termination of a contract due to a reason on Škoda's part, Škoda will reimburse the Supplier for expenses demonstrably incurred in connection with the contract until its termination.
- 15.3 Škoda is entitled to terminate the contract with immediate effect or withdraw from the contract in the following cases:
- a) the Supplier has stopped payments to its own suppliers or providers
 - b) insolvency proceedings or other similar proceedings have been initiated with the Supplier
 - c) the Supplier has been put into liquidation
 - d) the Supplier has terminated one of its activities without which the contract cannot be fulfilled
 - e) the Supplier, despite repeated calls, did not fulfil the subject of the contract duly and timely
 - f) the Supplier has directly or indirectly provided or promised to provide a bribe or other unauthorised benefit to a Škoda employee or a Škoda representative
 - g) the Supplier influenced or attempted to influence a tender process announced by Škoda
 - h) the Supplier has violated another obligation arising from documents that are binding on the Supplier according to this EKB-IT, such as in environmental protection, or an obligation arising from the Volkswagen Group's Requirements for Sustainable Development in Relation with Trading Partners (the Code of Conduct for Trading Partners) or the Declaration on Social Rights and Industrial Relationships at Volkswagen (published at www.vwgroupsupply.com), and does not remedy this violation even within an additional period provided
 - i) the Supplier has been convicted by final judgment of a criminal offence pursuant to Act No. 418/2011 Coll., on the criminal liability of legal entities and proceedings against them, as amended, or pursuant to a similar law of another country
 - j) a member of the Supplier's governing body or a self-employed natural person has been convicted by final judgment of a criminal offence whose constituting act is related to the Supplier's business
- 15.4 The rights to the results arising in connection with the fulfilment of the contract belong to Škoda. After a Delivery has been completed, the Supplier is obliged to release all results of the fulfilment of the contract to Škoda without prompting.
- 15.5 After a contract has been terminated, the Supplier is also obliged to return all Operational Resources provided by Škoda for the purpose of fulfilling the contract. If their return were associated with unreasonable costs, the Supplier is authorised, in agreement with Škoda, to irreversibly destroy or delete the Operational Resources.
- 15.6 The termination must be made in writing. The notice period, unless stated in the notice otherwise, is 3 months from the day following its delivery.

16. Obligation of confidentiality

- 16.1 The Supplier undertakes to maintain confidentiality in relation to classified information. If any confidential information is communicated to the Supplier, a confidentiality agreement must be concluded or a confidentiality obligation confirmed.
- 16.2 The duty of confidentiality also applies to information obtained during the contract negotiation stage, regardless of whether a contract has been concluded or not. The same also applies after the contractual relationship has been terminated.
- 16.3 The Supplier may refer to its business relationship with Škoda as part of its marketing activities only if Škoda has agreed to this in writing in advance.

17. Data protection

- 17.1 If the Supplier receives access to personal data during the fulfilment of contractual obligations, it is obliged to comply with applicable regulations on personal data protection. The Supplier is in particular obliged to process personal data exclusively for the purposes of fulfilling the contract (the purpose of processing), to ensure that its employees only receive the strictly necessary access to the data, to impose on them the obligation of data confidentiality and to instruct them on the regulations on personal data protection that must be observed. The Supplier is obliged to prove to Škoda the fulfilment of the above obligations upon request. In the case of processing any personal data by the Supplier based on authorisation granted by Škoda, it is necessary to conclude an agreement on the processing of personal data before the Supplier gains access to the personal data. The Supplier shall ensure that the processing of personal data whose administrator is Škoda shall only take place in the territory of the Czech Republic, a member state of the European Union or a contracting state of the Agreement on the European Economic Area. Relevant deviations must be agreed between Škoda and the Supplier explicitly in writing.
- 17.2 The Supplier accepts that all data created at Škoda, at the Supplier, at the end customer or at another third party in connection with the fulfilment of the contract belong to Škoda, unless they belong by law to the end customer or another third party. The Supplier may not claim ownership or other rights to the data and may not use them in particular for the purposes of "Big Data", such as data collection, database creation or data analysis. The Supplier's right to the necessary use of data for the fulfilment of the contract remains unaffected.

18. Licence audit

If the Supplier discovers that there is a possibility that the usage rights granted by the Supplier to Škoda for software left for a fixed period are being violated, Škoda will conduct a licence audit (a check of compliance with the authorisation of use) regarding the relevant software and will provide the Supplier with written information about the licence audit's result. If any deficiencies are discovered, the Supplier will propose a remedy and make it without the right to remuneration.

19. Applicable law and jurisdiction of courts

- 19.1 The contract as well as the legal conditions arising from the breach of the contract are governed by the legal system of the

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Czech Republic, excluding the application of Art. 1726, Art. 1728, Art. 1729, Art. 1740 (3), Art. 1757 (2) and (3), Art. 1765 and Art. 1950 of Act No. 89/2012 Coll., Civil Code.

- 19.2 It is excluded to apply international private law as well as the UN Convention on Contracts for the International Sale of Goods.
- 19.3 The court of the Czech Republic in whose district Škoda's headquarters is located is competent for all disputes arising from or in connection with this contract.

II. Special Section

Chapter I: Purchase and lease of standard hardware and standard software and usage rights to hardware and software

20. Scope of application

The provisions of this section apply in the case of a temporary or permanent transfer of standard hardware or standard software to Škoda.

21. Scope and subject matter of the contract

- 21.1 Hardware that has not been developed exclusively for use by Škoda (hereinafter referred to as the 'Standard Hardware') will be left to Škoda for use in the contractually defined scope. Unless agreed otherwise, the Supplier is obliged to install, configure and hand over the Standard Hardware to Škoda in the contractually agreed operational condition.
- 21.2 If a time-limited use of the Standard Hardware has been agreed by Škoda, the Supplier shall provide Škoda with such support so that Škoda can use the Standard Hardware for the entire duration of the lease in the contractually agreed scope. The provisions of Chapter II of the Special Section of this EKB-IT: 'Provision of service support to the hardware and software users' shall apply to the provision of support described in this paragraph.
- 21.3 Software that has not been developed exclusively for use by Škoda (hereinafter referred to as the 'Standard Software') will be left to Škoda for use in the contractually defined scope. Unless agreed otherwise, the Supplier is obliged to install, configure and hand over the Standard Software to Škoda in the contractually agreed operational condition. The Supplier is also obliged to maintain the Standard Software in the contractually agreed operational condition, including regular security updates.
- 21.4 If a time-limited use of the Standard Software has been agreed by Škoda, the Supplier shall provide Škoda with such support so that Škoda can use the Standard Software for the entire duration of the lease in the contractually agreed scope. The provisions of Chapter II of this EKB-IT: 'Provision of service support to the hardware and software users' shall apply to the provision of support described in this paragraph. The Supplier shall provide the Standard Software essentially executable in object code on common data carriers. In the event of loss, accidental deletion or other such occurrence at Škoda, the Supplier will provide a replacement free of charge.
- 21.5 The Standard Hardware and the Standard Software must be delivered together with documentation containing instructions for installation (if the installation is provided by Škoda), use and/or maintenance preferably in Czech or at least in English. The Delivery is incomplete without the supplied documentation in the above-mentioned scope.
- 21.6 All the Supplier's activities described in this chapter, as well as the exercise of related usage rights, are included in the contractual remuneration.

22. Usage rights

- 22.1 If the contracting parties have agreed to purchase the Standard Hardware or Standard Software, Škoda shall have a non-exclusive, irrevocable, temporally and spatially and content-wise unlimited usage right to the subject matter of the contract, even for the types of use that are not known at the time of concluding the contract. For the exercise of rights to such previously unknown types of use, the contracting parties shall agree on a reasonable remuneration. The usage includes, in particular, the reproduction of provided software for contractual use, storage including the necessary installation in systems for electronic data processing, loading, execution and processing of data files. The usage right especially includes the right to connection and ensure the compatibility of the Standard Hardware or Standard Software with programs or applications developed by a third party for Škoda.
- 22.2 If the contracting parties have agreed to lease the Standard Hardware or Standard Software, Škoda shall have a non-exclusive, unless expressly agreed otherwise, spatially and content-wise unlimited usage right to the subject matter of the contract, which shall be limited to the contract period. Škoda may make copies of the Standard Hardware or Standard Software for archiving and backup purposes.
- 22.3 The terms of use of the Standard Hardware and Standard Software also apply to repairs, new versions, upgrades, updates, patches and updated documentation.
- 22.4 All results of the fulfilment of the contract, in particular data and documents in any form which arise in connection with the use of the Standard Software and Standard Hardware, are Škoda's property. All valid or future rights of use and appreciation belong to Škoda. The Supplier is not authorised to use the results of contract fulfilment beyond the scope necessary for the fulfilment of the contract.
- 22.5 If any special access tools, devices or special licences are required to use the Standard Hardware or Standard Software, the Supplier shall provide them to Škoda in the necessary quantity and scope.
- 22.6 Škoda is entitled to intervene in the Standard Hardware and Standard Software if it is necessary to remove a defect and if the Supplier has not removed the defect within a reasonable additional period. For such purpose, Škoda is authorised to decompile the Standard Hardware and Standard Software. If requested by Škoda, the Supplier is obliged to provide Škoda with all the data and information necessary to ensure the compatibility of Standard Hardware and Standard Software with other hardware and software.

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22.7 Škoda may make and use copies of the Standard Software that have been made available to it for backup and archiving purposes. If Škoda has acquired the Standard Software via an online download, it may store it on a data carrier and has the same rights as when acquiring the software on a data carrier.

22.8 The licence terms of third parties that apply in connection with the Delivery must be provided to Škoda in full before concluding the contract along with the offer for the Standard Software, otherwise the provisions of this EKB-IT conditions apply exclusively, and Article 2.6 remains unaffected.

23. Manufacturer's warranty

In the case of providing a warranty for the Standard Hardware or Standard Software by the manufacturer, the Supplier shall hand over the relevant warranty documents to Škoda, so that Škoda can claim the warranty directly with the manufacturer or through the Supplier.

24. Testing and trial operation

24.1 Before handing over a Delivery, the Supplier is obliged to check the Delivery in order to see if it has the required properties. The Supplier shall then provide support during the testing and trial operation when requested by Škoda. Only after confirmation of the successfully completed testing and trial operation by Škoda can the Delivery be considered accepted.

24.2 The testing and trial operation must be put on a record after its completion, including any potential occurrence of errors in the Delivery. The record must be signed by both contracting parties.

24.3 Škoda may refuse to accept a Delivery if it does not have the required properties. The Supplier is obliged to immediately eliminate any identified deficiencies and to prove that the Delivery is fault-free within an additional deadline.

Chapter II: Provision of service support to the hardware and software users

25. Scope of application

The provisions of this chapter apply to the provision of service support to the hardware or software users.

26. Scope and subject matter of the contract

26.1 The Supplier undertakes to provide service support to the hardware or software users to the extent and under the conditions specified in more detail in the relevant business contract and this EKB-IT.

26.2 If the Supplier is to carry out maintenance of an IT system that is already in use at Škoda, it will record any deficiencies in the acceptance record, indicating which of the deficiencies will be eliminated and under what conditions beyond the scope of the service support provision.

26.3 As part of providing the service support, the Supplier is obliged to ensure the permanent functionality of the hardware or software. This also includes any potential replacement of defective, dangerous or otherwise unsatisfactory (obsolete) components.

26.4 New components become Škoda's property upon their delivery. The Supplier disposes of the replaced hardware components and irreversibly deletes the data on them.

26.5 In the case of providing software service support (the Standard Software as defined in Chapter I of the Special Section of this EKB-IT or the Individual Software as defined in Chapter III of the Special Section of this EKB-IT), the Supplier is obliged to maintain the software documentation updated. The Supplier provides continuous software development (upgrades, new versions) as per the terms of a relevant service support agreement.

26.6 The Supplier is obliged to plan the implementation of service support in such a way that the use of serviced IT systems be not restricted. If it is necessary to carry out service support during the standard operating hours of the serviced IT systems, it is necessary to agree on the date of service support with Škoda in advance.

26.7 In order to use the results of the contract fulfilment by the Supplier as part of the service support provision, Škoda shall acquire an exclusive, irrevocable, temporally, spatially and content-wise unlimited right, as well as the right to use copyrights and know-how created based on or in connection with the fulfilment of the contract.

27. Defects in contract fulfilment

27.1 A defect in contract fulfilment means that identified defects have not been removed or have not been removed to the required extent or within the agreed period. The Supplier can remove minor defects as part of the next service support procedure, if Škoda agrees.

27.2 If Škoda is unable upon early termination of a business contract for any reason to entrust the fulfilment of the contract to a third party or to continue it independently without restrictions, Škoda is entitled to demand that the Supplier continue to fulfil the contract even after its termination under the same conditions, if it is necessary to maintain the functionality of the relevant IT system. This applies until the functionality of the system has been ensured in a different way by Škoda or a third party, though no more than for 6 months after the end of the contract, unless otherwise agreed. The Supplier may refuse to continue to fulfil the contract after its termination date only for a serious reason.

Chapter III: Development of Individual Software

28. Scope of application

The provisions of this chapter apply to the Delivery of software developed exclusively for Škoda (hereinafter as the 'Individual Software').

29. Scope and subject matter of the contract

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- 29.1 The Supplier provides Škoda with individual services in concept creation and in software development and modification. Everything that has been created for Škoda in connection with the development and the Delivery of Individual Software or everything that is necessary for the use of Individual Software, including its relevant tools, is considered part of the Delivery of Individual Software as defined in this chapter of the EKB-IT. These are mainly reports on the progress of tests and development, as well as all suggestions, ideas, proposals, design, concepts, patterns, models, drawings, CAD data logs and descriptions of services.
- 29.2 The Delivery of Individual Software also includes the source code and complete documentation preferably in Czech or at least in English, which will enable an IT expert to install, operate, maintain and further develop the Individual Software, as well as change its source code. If nothing else has been agreed upon, the Supplier is obliged to continually upload the source codes for the Individual Software to the repository determined by Škoda with each new version of the Individual Software at the latest (in weekly cycles at the latest), including all commits (i.e. factual descriptions of the changes made in the new version of the Individual Software) that the Supplier's employees performed during the contract fulfilment. The commits are considered an integral part of the source code.
- 29.3 If the Supplier is to provide also support to the Individual Software, the relevant conditions of Chapter II of the Special Section of this EKB-IT: 'Provision of service support to the hardware and software users' apply.

30. Supplier's obligations

- 30.1 If the Individual Software is provided at the same time as the Standard Software, or if the use of already existing copyrights is necessary for the creation or appreciation of the Delivery, the Supplier shall provide Škoda with an irrevocable, non-exclusive, temporally and spatially unlimited, free of charge, transferable and licensable usage right to the Standard Software or already existing property rights to the extent necessary for the use of the Individual Software, unless otherwise agreed in the relevant business contract. The Supplier shall provide information before the start of the Delivery which of its property rights may be important for the use of the Delivery.
- 30.2 The Supplier is obliged to inform Škoda about the procedure for developing the Individual Software.
- 30.3 The Supplier is obliged to install, integrate and configure the Individual software into Škoda's systems. The Supplier is also obliged to train Škoda employees to the extent necessary for the use and further development of the Individual Software.

31. Intellectual property rights

- 31.1 Škoda shall acquire an exclusive, temporally, spatially and content-wise unlimited right to use all the results of the contract fulfilment by the Supplier, as well as to the use of copyrights and know-how created based on or in connection with the relevant business contract at the time of their creation.
- 31.2 The usage right includes all types of use of the Individual Software, in particular storage, loading, execution, data processing, third-party processing, including a fixed connection with the Supplier's services, the right to reproduction and dissemination, the right of presentation and demonstration in public, the right to further market use and the right to make changes, modifications, translations, additions and further development – always without crediting the author.
- 31.3 The Supplier is not entitled to use the Individual Software for itself or to grant a licence to a third party, though Škoda is entitled to transfer the exclusive licence to use the Individual Software to third parties, to interfere with and change the Individual Software to the widest extent permitted by law and without any restrictions.
- 31.4 The use of licenced third-party software as part of a Delivery of Individual Software is subject to written approval by Škoda. If Škoda disagrees with the use of third-party software, the Supplier is obliged to find alternative third-party software or to develop the function on its own.
- 31.5 The Supplier is responsible to Škoda for the legal soundness of the rights to the Individual Software, i.e. for the fact that the use of the work under the contract cannot lead to an unauthorised interference with the rights of third parties or to other violations of legal regulations and that any potential property claims of third parties have been settled and that Škoda cannot incur any pecuniary or other obligations towards third parties in connection with the use of the Individual Software.
- 31.6 If the Supplier violates any of the obligations stated in this article, it is responsible for damages and losses incurred by Škoda. In the case of third-party claims brought against Škoda, the Supplier is obliged to provide all possible cooperation with the aim of defending Škoda's rights and to compensate for any damages that result from such claims.
- 31.7 If any innovations arise during the fulfilment of the contract (especially inventions, proposals for technical improvements, know-how as well as other individual intellectual and creative achievements), the Supplier is obliged to inform Škoda of such fact and to submit all the documents necessary to assess the innovations. Only Škoda is authorised to submit applications for the registration of property rights. The Supplier shall claim such innovations from its employees in due time and without limitation and shall support Škoda in securing the property rights, in particular by making the necessary declarations. Should Škoda waive an application for property rights in writing in favour of the Supplier and grant a corresponding permission for application, the Supplier is entitled to apply for the corresponding property right at its own expense. Škoda shall have a non-exclusive, free of charge, temporally, spatially and content-wise unlimited and transferable right of use for the property rights that are subsequently granted to the Supplier. Each employer pays the remuneration for invention to its own employees only.
- 31.8 In case of withdrawal from a business contract or its termination, the validity of the granted sub-licenses or granted usage rights remains unaffected.

32. Validity

This General Terms and Conditions of Purchase for Deliveries in Information Technology, version EN 01/23, comes into force and effect on 15 August 2023.