General Terms and Conditions of Dr. Ing. h.c. F. Porsche Aktiengesellschaft for Cloud Services and Rental of Standard Software

As of 08/2025

General Part (GP)

1. Contractual basis

1.1 The legal relationship between Dr. Ing. h.c. F. Porsche AG or the company affiliated with it as defined in Section 15 of the German Stock Corporation Act (AktG) that commissions services on the basis of these general terms and conditions of purchase (hereinafter referred to as **"*Porsche*"**) and the Contractor are governed by these general terms and conditions of purchase (hereinafter "***GTC IT***") and any other written agreements, including amendments and additions. There are no verbal side agreements.

1.2 In the event of any conflict between individual components of the *Contract*, the following order of precedence shall apply:

1.2.1 the Special Part of the *GTC IT*;

1.2.2 the General Part of the *GTC IT*;

1.2.3 the provisions in the respective order for *Contractual Services* placed by *Porsche* in accordance with the provisions of these *GTC IT* **(*"Order"*)** or in the *Order* (call-off) for *Contractual Services* placed by *Porsche* in accordance with the provisions of these *GTC IT* within the scope of a framework agreement (Kontrakt) concluded between *Porsche* and the Contractor **(*"Call-off Order"*)**, including the applicable annexes;

1.2.4 the *Porsche Service Description*, including the applicable annexes; and

1.2.5 the technical specifications of the Contractor´s tender (except for legal and deviating commercial contents).

1.3 These *GTC IT*, together with the applicable additional components of the contract mentioned above, form the *Contract* that conclusively governs the contractual relationship between the parties with regard to the agreed *Contractual Services* (**"*Contract*"**).

1.4 The Contractor's general terms and conditions shall not apply, including as click wrap, shrink wrap agreement or in any other form, even if *Porsche* has not expressly objected to them in specific cases or if *Porsche* accepts a service without reservation in the knowledge of such Contractor's general terms and conditions. Provisions deviating from these *GTC IT* shall only apply if they have been agreed by the parties in a written agreement with express reference to these *GTC IT* and in compliance with the form specified in Clause 2.1 (GP). If, in individual cases, the applicability of the licence/terms of use of Contractor or third parties is agreed in writing, only the provisions governing the nature and scope of the rights of use shall apply. Provisions beyond that, in particular on rights relating to defects or questions of liability, shall not apply.

2. Conclusion of contract and amendments

2.1 Contracts and any amendments or additions to them must be concluded in writing (Section 126 of the German Civil Code (BGB)), via a link sent by *Porsche* with an electronic signature or via an electronic system provided by *Porsche* in order to be valid. The same applies to any waiver of the required form.

2.2 For all other declarations in connection with this *Contract* for which the written form has been contractually agreed, the written form shall also be deemed to have been complied with if the declaration signed in the original is transmitted as a scan by email or fax, unless the *Contract* expressly refers to Section 126 BGB.

2.3 *Porsche* is entitled to revoke an *Order/Call-off Order* until it is accepted by the Contractor. If the Contractor does not object to a *Call-off Order* within five (5) days of receipt, the *Call-off Order* shall be deemed to have been accepted as binding, even without the Contractor's express confirmation of acceptance.

2.4 Any change to the agreed *Contractual Services* requires an explicit agreement in compliance with the form specified in Clause 2.1 (GP).

2.5 The Contractor shall review any reasonable changes to the *Contractual Services* proposed by *Porsche* without undue delay and submit a contract amendment proposal to *Porsche* within a reasonable period of time, taking into account in particular the nature and scope of the requested change, specifying any effects on the remuneration owed by *Porsche* and on any performance dates or deadlines.

2.6 The Contractor may only demand higher remuneration as a result of an agreed change to the *Contractual Services* if this has been expressly agreed within the scope of the change to *Contractual Services* in compliance with the form specified in Clause 2.1 (GP). Any change to performance dates or deadlines in connection with the change to *the Contractual Services* also requires an explicit agreement in compliance with the form specified in Clause 2.1 (GP).

3. Provision of services

3.1 The *Contractual Services* must comply with (i) the contractual provisions, (ii) the state of the art, and (iii) the relevant legal and official requirements.

3.2 The *Contractual Services* shall be provided by the Contractor (i) in a professional manner and (ii) with due care.

3.3 The Contractor shall provide the *Contractual Services* in compliance with the standards and working methods provided by *Porsche* ("*Porsche Applied Standards for Digital Solutions* – PASS", available on the Group Business Platform at www.vwgroupsupply.com (path: Login → Information → Business Area → IT), and in accordance with industry-standard quality and market standards. Regarding the quality of its services, the Contractor shall take into account the quality models and quality characteristics specified in the ISO/IEC 25010 standard, to the extent that these are applicable to the *Contractual Services*.

3.4 To the extent that *Porsche´s* contractually agreed use of *the Contractual Services* involves making them available to consumers, either wholly or in part, the Contractor shall provide them in such a way that *Porsche* can fulfil its legal obligations towards consumers properly (in particular ensuring accessibility in accordance with the provisions of the Barrier-Free Access Act (BFSG) and implementing the requirements regarding the provision of digital products). Any statutory rights of recourse on the part of *Porsche* remain unaffected.

3.5 The Contractor must comply with any safety regulations made available when providing the services.

3.6 The requirements specified in Clause 3 (GP) shall be governed by the status at the time of execution or provision of *the* respective *Contractual Services*. If an acceptance of the *Contractual Services* is required, the time of the acceptance shall be decisive.

4. Subcontractors

4.1 The Contractor is not authorised to provide the *Contractual Services*, or any part thereof, through *Subcontractors*. Any exceptions require prior written consent (text form) of *Porsche*. Any contractual agreements regarding the involvement of subprocessors in the processing of personal data remain unaffected by this and are governed by the applicable data processing agreement.

4.2 The Contractor shall contractually oblige any *Subcontractors* it employs to comply with the obligations towards *Porsche* arising from this *Contract*. **"*Subcontractors*"** refers to third parties, including any companies affiliated with the Contractor in accordance with Section 15 AktG, that the Contractor engages to provide the *Contractual Services*.

4.3 In any case, when using *Subcontractors*, the *Contractor* shall comply with all relevant laws and regulations, in particular labour and social law. The *Contractor* indemnifies *Porsche* against all claims by third parties in connection with the use of *Subcontractors*, unless it is not responsible for this. The *Contractor* shall be liable for the actions and omissions of *Subcontractors* as if they were its own.

5. Agile Cooperation

To the extent the Parties have agreed to agile cooperation for the performance of the *Contractual Services*, the "*Supplementary Contractual Provisions for Agile Cooperation*" shall also apply, available via the Group Business Platform at www.vwgroupsupply.com (path: Cooperation→ Procurement Conditions→ Porsche AG Purchasing Terms & Conditions → Porsche AG → Non-Production Material/General Procurement → Other Applicable Documents). In the event of contradictions between the *Supplementary Contract Terms for Agile Cooperation* and the *GTC IT*, the provisions of the *Supplementary Contractual Provisions for Agile Cooperation* shall prevail.

6. Artificial Intelligence

6.1 To the extent the services contractually agreed between the Parties contain Artificial Intelligence (hereinafter also referred to as "***AI*** ") in accordance with Clause 6.2 (GP) and/or are provided using *AI Tools* in accordance with Clause 6.4 (GP), the "*Supplementary Terms and Conditions for Artificial Intelligence*" shall apply with priority, available via the Group Business Platform at www.vwgroupsupply.com (path: Cooperation→ Procurement Conditions→ Porsche AG Purchasing Terms & Conditions → Porsche AG → Non-Production Material/General Procurement → Other Applicable Documents).

6.2 The following are considered AI

6.2.1 "***AI Systems***" – means machine-based systems that are designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infer, from the input they receive, how to generate outputs such as predictions, content, recommendations or decisions that can influence physical or virtual environments.

6.2.2 "***AI Models***" – including cases in which such an AI model is trained with a large amount of data using self-supervision at scale - that display significant generality and are capable of competently performing a wide range of distinct tasks regardless of the way the model is placed on the market, and that can be integrated into a variety of downstream systems or applications.

6.3 "***AI Contractual Services***" are *Contractual Services* and/or *Work Results* contractually agreed between the Parties that contain or are AI.

6.4 "***AI Tools***" are tools used by the Contractor for the provision of its *Contractual Services* that use AI (including the use of output) or are *AI*.

7. Obligations to check and notify

7.1 If the Contractor has concerns regarding the intended manner of execution or the materials, studies, preparatory work or documents provided by *Porsche*, these must be notified to *Porsche* in writing (text form) without undue delay. The same shall apply if the Contractor is aware or ought to be aware that other information or requirements of *Porsche* are in error, incomplete, not clear or not suitable for execution.

7.2 If, while the services are being provided, changes or improvements are deemed appropriate or necessary, the Contractor must inform *Porsche* of this in writing (text form) without undue delay and obtain a decision regarding a possible change to the services.

8. Cooperation and Free-Issue Items

8.1 Unless otherwise agreed, any cooperation services or *Free-Issue Items* required for the performance of the *Contractual Services* shall be provided by *Porsche* as co-operation obligations. The Contractor shall inform *Porsche* separately in writing of any required co-operation obligations in good time so that the Contractor can ensure that the *Contractual Services* are performed in accordance with the Contract. The Contractor shall inform *Porsche* without undue delay in writing (text form), to the extent that delays arise due to *Porsche's* failure to fulfil its co-operations obligations, or if such obligations are not fulfilled in accordance with the *Contract* or, if such obligations are delayed, or if such delays are imminent.

8.2 *Porsche* retains all rights, including any intellectual and industrial property rights and any ownership rights, to all tangible and intangible free-issue items provided by *Porsche*, including documents, information, *Porsche Data*, *Software*, data carriers, system access, parts, samples, operating materials, hardware or other items (**"*Free-Issue Items*"**).

8.3 Unless expressly agreed otherwise or permitted by mandatory statutory provisions, the Contractor shall only be entitled to use the *Free-Issue Items* to the extent required for the provision of the *Contractual Services*. Except for limited rights of use required for the performance of the *Contractual Services* that are non-exclusive, non-transferable, and limited in time, location, and content, the Contractor shall not receive any rights to the *Free-Issue Items*. In particular, the Contractor is prohibited from (i) using the *Free-Issue Items* for purposes other than fulfilling the *Contract* or continue to use them after the *Contractual Services* have ended, (ii) distributing, renting, lending,

selling or otherwise making *Free-Issue Items* available to third parties, whether for payment or free of charge, or (iii) using the *Free-Issue Items* to provide services to third parties or otherwise for purposes of third parties.

8.4 Furthermore, the Contractor is prohibited from obtaining or determining any *Porsche Data* or other *Confidential Information* contained in the *Free-Issue Items*, either directly or through third parties, unless commissioned to do so by *Porsche*. This includes circumventing protective measures or by reverse engineering information.

8.5 Access authorisations granted to *Porsche*'s Contractor, particularly with regard to IT and other systems, as well as authorisation to use infrastructure, equipment, computers or licences, shall end upon termination of the *Contract* at the latest. *Porsche* may terminate the provision of a *Free-Issue Items* at any time and/or demand the return of a *Free-Issue Items*, if the Contractor (i) breaches essential contractual obligations in connection with the use of the *Free-Issue Items*, or (ii) uses the *Free-Issue Items* in breach of *Contract*, particularly by making them available to third parties without authorisation.

8.6 Upon termination of the *Contract* and at *Porsche*'s request, the Contractor shall return to *Porsche* all ID cards and other tangible *Free-Issue Items* provided by *Porsche* in connection with the *Contract*. Unless otherwise agreed, electronic documents, information, access rights and other intangible *Free-Issue Items* shall be destroyed or deleted in such a way that they cannot be restored. *Porsche* shall be provided with written confirmation of such destruction or deletion upon request.

9. Acceptance

9.1 If the *Contractual Services* are services under a contract for works, or if acceptance of *the Contractual Services* has been agreed, the *Contractual Services* shall be subject to formal written acceptance by *Porsche*.

9.2 The Contractor may only request partial acceptance if this has been agreed in writing with *Porsche* with regard to self-contained parts of *the Contractual Services*. Such an agreed partial acceptance shall then be deemed to be acceptance in the legal sense with regard to the partial service. The Parties may agree that, once all the agreed partial acceptances have been completed, a determination is made that the *Contractual Service* has been accepted in its entirety.

9.3 Unless partial acceptance has been agreed in accordance with clause 9.2 (GP), a joint assessment of the condition of parts of contractual performance by *Porsche* and the Contractor during the progress of the project (performance assessment) shall not constitute acceptance in legal terms. As a rule, performance assessments are made under reservation of acceptance in legal terms. The result of a performance assessment must always be documented in writing in a protocol to be signed by both Parties.

9.4 Unless otherwise agreed, the confirmation of individual development results within the framework of agile cooperation, as set out in Clause 5 (GP), does not constitute acceptance in the legal terms. If partial acceptance of individual development results is agreed within the framework of agreed agile cooperation, such acceptance shall be subject to the overall acceptance of the complete *Contractual Services* owed within the scope of agile cooperation.

9.5 The Contractor shall check the *Contractual Services* to ensure that they meet the contractual and legal requirements and correspond to the agreed service description, before the *Contractual Services* are made available for acceptance. If the Contractor´s review of the *Contractual Services* requires commissioning or use by *Porsche* for testing purposes, or if such testing and trial operation has been agreed, the Contractor shall also support *Porsche* in carrying out such testing and trial operation by *Porsche*, if requested.

9.6 The Contractor shall notify *Porsche* in writing upon completion of the *Contractual Services*, for the purpose of acceptance, and shall hand over the *Contractual Services* to *Porsche* ready for acceptance or make them available for acceptance. An acceptance date shall then be agreed. If no acceptance date has been agreed, acceptance shall take place within four (4) weeks of *Porsche* receiving notification of partial or overall completion of the service and handover or provision of the *Contractual Services*. If a test and trial operation required or agreed in accordance with Section 9.5 (GP) is carried out, the acceptance test shall only take place after the test and trial operation has been successfully completed. The result of an acceptance shall always be recorded in writing in a protocol to be signed by both Parties.

9.7 In accordance with Section 640 (2) BGB the Contractor may only invoke a deemed acceptance, if (i) the Contractor has requested *Porsche* to accept the *Contractual Services* in writing after notification of completion and handover or provision of the *Contractual Services* pursuant to Section 9.6 (GP), setting a reasonable deadline, and (ii) the Contractor has informed *Porsche* of the consequences of refusing to accept without declaration or without specifying defects in the request for acceptance.

9.8 Payments made by *Porsche* do not constitute acceptance of the *Contractual Services*, either partial or overall, nor do they constitute a waiver of acceptance.

10. Material defects and defects of title

10.1 Unless otherwise agreed in the *Contract*, the statutory provisions shall apply to any claims made by *Porsche* relating to material defects and defects of title.

10.2 To the extent that *Porsche* is required by the applicable statutory provisions to inspect the *Contractual Services* and notify the Contractor of any defects, notification of clearly recognisable defects shall be deemed to be timely, if *Porsche* reports them within 14 days of being provided with the *Contractual Services*. In the case of all other defects, notification of the defects shall be deemed to be timely, if this takes place within 14 days of discovering the defect.

10.3 *Porsche* shall be entitled, within the scope of the rectification owed, to choose, at its discretion, between remedying the defect or delivering a new, defect-free item/remanufacturing.

10.4 The Contractor shall bear all costs of rectification, in particular travel, labour and material costs as well as any removal and installation costs.

10.5 Claims arising from defect liability in *Contractual Services* under purchase contracts and contracts for works shall lapse on expiry of 36 months from the transfer of risk or acceptance unless a longer limitation period is provided by law. If partial acceptance has been agreed, the limitation period shall not commence until all *Contractual Services* have been accepted. The limitation period relating to material defects or defects of title in relation to other *Contractual Services* shall be governed by the statutory provisions.

10.6 Notification of a defect to the Contractor shall suspend the limitation period. If the Contractor is notified of a defect within the limitation period, the Contractor shall forego any defence under the statute of limitations.

11. Infringement of third-party rights

11.1 The *Contractual Services* shall be provided free of any third-party rights that would exclude or impair the contractual use of the *Contractual Services* by *Porsche* and/or other companies entitled to use the *Contractual Services* in accordance with the *Contract* (each an "***Authorised User***"). The Contractor shall indemnify *Porsche* against all third-party claims based on infringement of third-party rights through the contractual use of the *Contractual Services*, including reasonable legal defence costs and expenses, except the Contractor is not responsible for a breach of duty.

11.2 For the avoidance of doubt: In accordance with Clause 11.1 (GP), the Contractor shall also indemnify *Porsche* against any claims by third parties (including reasonable legal defence costs and expenses) based on a third party asserting a violation of its rights against *Porsche* and/or an *Authorised User* due to the contractual use of the *Contractual Services* by an *Authorised User*. This also includes indemnification against any claims by *Authorised Users*.

11.3 The Contractor shall inform *Porsche* without undue delay if it has reason to believe that the intended design and/or the intended use of the *Contractual Services* may infringe third-party rights. The Contractor shall cooperate appropriately with *Porsche* in defending any third-party claims and shall provide any useful information and documents.

11.4 If a third party asserts a violation of its rights in connection with the contractual use of the *Contractual Services*, the Contractor shall – without prejudice to its obligation to remedy any legal defects in the *Contractual Services* in accordance with the statutory provisions – seek clarification with the third party so that the third party no longer asserts any rights against the contractual use of the *Contractual Services*, unless the assertion of rights by the third party is obviously unfounded. Any other contractual or statutory rights of *Porsche* remain unaffected.

11.5 The statutory limitation periods shall apply to *Porsche*'s claims arising from the Contractor´s breach of contractual obligations pursuant to Clause 11 (GP). Additionally, *Porsche* shall be entitled to any statutory claims relating to legal defects without restriction; the limitation period for these claims shall be governed by Clause 10.5 (GP).

12. Liability of the Contractor

Unless otherwise agreed in the *Contract*, the Contractor's liability for damages and product liability shall be based on the statutory provisions.

13. Manufacturer warranties

If manufacturer warranties for the subject matter of the *Contractual Services* exist, the Contractor shall pass these on to *Porsche* so that *Porsche* can assert warranty claims directly against the manufacturer or, if the Contractor is the holder of the warranty claim, through the Contractor. The Contractor shall provide the relevant warranty statements and provisions together with the *Contractual Services*.

14. Liability insurance

The Contractor is obliged to take out appropriate liability insurance with a sum insured commensurate with the risk involved in the subject matter of the *Contract*. This sum must be at least EUR 5 million per claim and per year, and the Contractor shall provide *Porsche* with proof of this without undue delay upon request.

15. Default and contractual penalty

15.1 Agreed dates and deadlines are binding, unless they have been expressly designated as non-binding by the Parties involved.

15.2 If the Contractor becomes aware of circumstances that are likely to prevent it from meeting an agreed date or deadline, it shall inform *Porsche* in writing (text form) without undue delay, stating the reasons for the delay and its expected duration. Agreed dates and deadlines shall remain unaffected by this.

15.3 If the Contractor is in default on a *Contractual Service*, *Porsche* shall be entitled to withdraw from or terminate the *Contract* regarding the affected *Contractual Service*. *Porsche* is entitled, but not obliged, to withdraw from or terminate the *Contract* in its entirety. Any other rights of *Porsche*, including any claims for damages, remain unaffected.

15.4 In all other respects, the statutory rules on default shall apply.

15.5 If a penalty for delays which are the responsibility of the Contractor has been agreed, *Porsche* reserves the right to lodge a claim for damages above this amount. The right to demand payment of an agreed penalty shall not be forfeited by the fact that the penalty was not reserved when accepting the delayed service. However, the reservation must be declared by *Porsche* at the latest on payment for the delayed service. A penalty for default has to be credited against claims for damages which are based on the delay.

16. Contract term and termination

16.1 Unless otherwise agreed in the *Contract*, *Porsche* shall be entitled to terminate the *Contract* in accordance with the statutory provisions. *Porsche* may also terminate any *Contractual Services* that constitute continuing obligations at any time with three (3) months' notice to the end of a calendar month, without prejudice to its statutory rights.

16.2 If the Contractor performs under a contract for works, *Porsche* may terminate the complete *Contract* or separable parts thereof at any time until completion. If the Contractor is not responsible for the reasons of the termination, his entitlement to remuneration shall be based on the statutory provisions with the proviso that the assumption pursuant to Section 649 sentence 3 BGB is limited to 2.5 percent, unless the Contractor provides evidence of a higher amount. If termination occurs for good reason without notice, the Contractor shall only be entitled to remuneration for the services which have been completed and demonstrated up to the time of termination to the extent the use of these services is reasonable to *Porsche* and the services are usable. Otherwise, there shall be no entitlement to remuneration.

16.3 If the Contractor is providing a service, and the *Contract* is terminated for good cause due to the Contractor's conduct being in breach of the *Contract*, or if the Contractor terminates the *Contract* without being prompted to do so by a breach of *Contract* by *Porsche*, then only those services that have been rendered in accordance with the *Contract*, are complete in themselves and can be proven, shall be remunerated, however only to the extent that they are economically usable for *Porsche*. *Porsche*'s claims for damages shall remain unaffected. If the reasons for the termination are not the responsibility of the Contractor, *Porsche* shall reimburse the expenses which can be shown to have been incurred and which result directly from the *Contract*, including the costs arising from commitments which cannot accordingly be resolved. The Contractor shall not be entitled to further claims for performance or for damages in the event of termination.

16.4 The rights to any *Work Results* developed, created, performed and/or produced otherwise in connection with *the Contractual Services* up to the termination date shall pass to *Porsche* as agreed in the *Contract* and shall remain unaffected by the termination of the *Contract*. If this has not yet been done, the Contractor shall transfer to *Porsche* the *Work Results* of the *Contractual Services* performed up to the termination date to the extent of the rights granted. The provisions of this Clause 16.4 (GP) shall not apply if *Porsche* is not obliged to pay for the *Contractual Services* pursuant to Clauses 16.2 (GP) or 16.3 (GP).

16.5 Any sub-licences granted by *Porsche* under the *Contract* shall remain unaffected by its withdrawal

or termination.

16.6 Any termination must be made in writing (Section 126 BGB). Clause 16 (GP) does not affect any other grounds for termination by *Porsche*.

17. Force majeure

If one Party is unable to fulfil its contractual obligations due to force majeure, that Party shall be released from its duties to perform for the duration of the problem and to the extent affected by such occurrences. Force majeure shall refer to unforeseeable events of an external origin that cannot be avoided or averted by reasonable measures, and that are beyond the control of the Party prevented from performing, such as (i) natural disasters, earthquakes, fire, flood, (ii) war/civil war, mobilisation, political unrest/riots, (iii) terrorism, (iv) sanctions, embargoes, export or import bans and other sovereign measures of a government, and (v) lawful industrial disputes and strikes. The Party prevented from performing its obligations shall inform the other Party without undue delay of the commencement and expected end of such events to the extent reasonable. The Parties are obliged to adjust their obligations to meet the changed conditions in good faith. All other rights of the Parties remain reserved.

18. Confidentiality

18.1 The Parties shall treat all *Confidential Information* within the meaning of Clause 18 (GP) of the other Party as confidential, protect it from access to and notice by third parties, in particular by means of appropriate technical and organizational measures, and shall not communicate or make accessible such information or any part thereof, either directly or indirectly, to third parties.

18.2 "***Confidential Information***" shall mean any written, verbal, electronic, visual or any other tangible or non-tangible notices, documents, data or other information of the disclosing Party, including but not limited to know-how, (computer) programs, *Free-Issue Items*, specifications, prices, other business related information and *Porsche Data*, and any reproductions thereof, which are disclosed or otherwise made accessible to the other Party in connection with this *Contract*, regardless of whether these are explicitly identified as being "confidential" or "proprietary" or which must be regarded as such by reason of the disclosing Party's intention for them to be kept confidential based on the nature of the information or for some other reason.

18.3 Information shall not be deemed *Confidential Information* to the extent the receiving Party can prove that such information:

18.3.1 was known to the receiving Party, was generally known, or freely accessible to the public at the time it was disclosed or made accessible to the receiving Party;

18.3.2 became generally known or freely accessible to the public after the time of disclosure or making accessible without any direct or indirect breach of a confidentiality obligation towards the disclosing Party;

18.3.3 was disclosed or made accessible to the receiving Party by an authorized third party outside the scope of a confidentiality obligation towards the disclosing Party after the time of disclosure or making accessible;

18.3.4 was created or developed by the receiving Party without using or referring to the *Confidential Information* of the disclosing Party;

18.3.5 was expressly marked or described in text form by the disclosing Party as non-confidential.

18.4 *Confidential Information* belonging to the other Party must not be used for any purposes other than to fulfil (i) the *Contract*, (ii) legal requirements and/or (iii) company-wide guidelines and specifications. Such *Confidential Information* must only be disclosed and made accessible to authorised persons pursuant to Clause 18 (GP), who require the *Confidential Information* for these purposes and who are subject to a confidentiality obligation that complies with the provisions of Clause 18 (GP).

18.5 The transfer or disclosure of *Confidential Information* to third parties is only permitted with the prior express written consent of the disclosing Party, unless the transfer or disclosure of the *Confidential Information* is made to external advisors of the receiving Party who are subject to professional confidentiality obligations. *Subcontractors* employed by the Contractor within the scope of the cooperation, or third parties commissioned by *Porsche,* are not considered third parties within the meaning of this Clause 18 (GP) provided that they are subject to a confidentiality obligation that complies with the provisions of this Clause 18 (GP). Disclosure of *Confidential Information* shall be limited to that *Confidential Information* which the *Subcontractors* or commissioned third parties demonstrably require for the performance of services in connection with the fulfilment of the *Contract*. Affiliated companies of *Porsche* pursuant to Section 15 AktG are also not considered third parties within the meaning of this Clause 18 (GP) with regard to *Porsche.*

18.6 In the event of a court or official order, disclosure is only permitted to the extent strictly required, provided that the receiving Party informs the disclosing Party of the order without delay, to the extent permitted by law, and cooperates with the disclosing Party in an appropriate manner to prevent disclosure and particularly to obtain any protective orders.

18.7 The obligations under Clause 18 (GP) shall apply for the duration of the *Contract* or its performance and for a period of five (5) years thereafter.

19. Information Security and cyber security

19.1 The Contractor shall take appropriate, proportionate and effective technical, operational and organisational measures to ensure the availability, integrity, authenticity and confidentiality (***"Information Security"***) of the *Contractual Services*, its information technology systems, components, interfaces and processes, as well as all *Confidential Information*. The above measures must (i) reflect the state of the art, (ii) comply with applicable standards and norms such as IEC/ISO 27001, IEC 62443 or ISO 21434, and (iii) comply with any IT security guidelines provided by *Porsche*, and be based on an Information Security Management System (ISMS) that is continuously reviewed and adapted as necessary.

19.2 The Contractor shall test and evaluate the *Information Security* of the *Contractual Services* prior to their provision and, in the case of continuing obligations, regularly during the term of the contractual relationship. The Contractor shall document the results in accordance with industry standards and make them available to *Porsche* upon request.

19.3 *Porsche* is entitled, but not obliged, to test and examine the *Contractual Services* at any time for faults, vulnerabilities, malicious code and other security-related risks ("***Test Measures***"). *Test Measures* may also be carried out by a qualified third party commissioned by *Porsche* and bound to confidentiality. For this purpose, *Porsche* and/or the third party commissioned by *Porsche* shall in particular be entitled to remove, suspend or circumvent program protection devices. The Contractor shall grant *Porsche* and/or the third party commissioned by *Porsche* the rights and third-party consents required for the *Test Measures*. Upon request, the Contractor shall provide reasonable support to *Porsche* or the third party commissioned by *Porsche* in carrying out the *Test Measures* and shall provide any necessary information. *Porsche*'s right to carry out *Test Measures* shall not restrict the Contractor's obligations under Clause 19 (GP).

19.4 The Contractor shall inform *Porsche* of its bodies responsible for ensuring *Information Security* and business continuity management and shall provide the relevant contact information. The Contractor shall inform *Porsche* without undue delay of any changes to the responsible bodies or contact details.

19.5 The Contractor shall inform *Porsche* without undue delay of any *Information Security* breaches ("***Security Incidents***") by email to informationsecurity@porsche.de and to the additional contact persons specified by *Porsche*. The Contractor shall also inform *Porsche* by telephone if it can be assumed that it is not possible to notify *Porsche* electronically by email of the *Security Incident*. In the event of a *Security Incident*, the Contractor shall, in close consultation with *Porsche* and at its own expense, take all necessary steps without undue delay to clarify the facts and implement effective measures that do not impair the performance of the *Contractual Services* or, if this is impossible, that impair them as little as possible. Without being requested to do so, the Contractor shall, without undue delay and on an ongoing basis (i) inform *Porsche* of the results of the investigation of the *Security Incident* and the measures taken and, upon request, provide Porsche with all further information and documentation required by *Porsche* to fulfil its legal obligations (in particular reporting obligations), and (ii) provide *Porsche* with reasonable support in taking measures to contain and remedy the *Security Incident*.

19.6 The Contractor grants *Porsche* the right to, subject to prior notification, inspect and review all data relating to business transactions between *Porsche* and the Contractor and *Information Security* measures at the Contractor. *Porsche* and/or third parties authorised by *Porsche* and obliged to maintain confidentiality may enter the premises of the Contractor during normal business hours for this purpose. The costs of the inspection shall be borne by the Contractor if breaches of the contractual agreements are identified. This shall not apply if such violations are not due to the fault of the Contractor.

19.7 At *Porsche*'s request, the *Contractor* shall be obliged to have a TISAX test (https://portal.enx.com/en-us/TISAX/) carried out within a reasonable period of time with the TISAX audit objective specified by *Porsche* and the agreed scope of application, and the Contractor shall make the results available to *Porsche*.

19.8 The Contractor shall impose obligations on its *Subcontractors* which correspond to the obligations in this Clause 19 (GP). The Contractor shall ensure that these are passed on, monitored and complied with throughout the supply chain.

20. Assignment of data

20.1 "***Porsche Data***" refers in particular to all content, text, images, audio and video recordings, as well as information and data, which (i) are provided, made available or otherwise accessible to the Contractor, either directly or indirectly by or on behalf of *Porsche*, (ii) are collected, produced or generated by the Contractor on behalf of *Porsche*, or (iii) result from the processing of data in accordance with clauses (i) and (ii) above or are derived from or based on such data. For the avoidance of doubt: *Porsche Data* constitutes *Confidential Information* within the meaning of Clause 18 (GP).

20.2 Unless otherwise agreed, all rights to the *Porsche Data*, including all economic exploitation and disposal rights, shall - in its relationship with the Contractor - be vested exclusively in *Porsche*, subject to data protection and any other mandatory statutory provisions. Except for the limited granting of rights of use pursuant to Clause 20.3 (GP), the Contractor shall not receive any rights to the *Porsche Data* and shall not be entitled to use the *Porsche Data* for its own purposes. The Contractor acknowledges and agrees that (i) *Porsche* has sole control over the *Porsche Data*, and (ii) *Porsche* is entitled to use the *Porsche Data* at its own discretion without restriction in terms of location, time or content. This includes in particular the right to reproduce, edit, distribute, make publicly available or otherwise reproduce the Porsche Data, or to exploit it in any other way, whether for payment or free of charge, in digital or analogue form, and to grant or transfer any rights to the *Porsche Data* to third parties. To the extent permitted by law, the Contractor hereby transfers all rights (including any rights of use) to the *Porsche Data* to *Porsche*, provided that any such rights vest in the Contractor.

20.3 *Porsche* grants the Contractor a limited, non-transferable and non-exclusive right to use the *Porsche Data* during the term of the *Contract* to the extent that this is necessary for the performance of the *Contractual Services* (including error correction, support and ensuring the security of the *Contractual Services*). Subject to other restrictions in these *GTC IT*, particularly Clause 4 (GP), Clause 8 (GP), Clause 18 (GP) and Clause 21 (GP), the Contractor shall be entitled to pass on the *Porsche Data* to any *Subcontractors* to the extent that this is necessary for the provision of services and the *Subcontractor* has been imposed restrictions on use and obligations with regard to the confidentiality and security of the *Porsche Data* in accordance with these *GTC IT*.

20.4 The Contractor is also entitled to store and use the *Porsche Data* to the extent this is necessary for product liability purposes and confidential treatment of the data is ensured.

20.5 The provisions contained in Clause 20 (GP) shall continue to apply even after the *Contract* has expired or been terminated.

20.6 Upon termination of the *Contract* and at *Porsche's* request, any *Porsche Data* shall, at *Porsche's* discretion, (i) be returned to *Porsche* in full, including any copies; electronic information shall be provided in a common, machine-readable standard format or made available for export; and/or (ii) be deleted or destroyed in full so that the data cannot be reconstructed. *Porsche* must be notified in writing without undue delay upon the proper deletion or destruction of the data. No further remuneration shall be payable by *Porsche* for this. The obligation to surrender or delete/destroy any copies of data shall not apply to routine backup copies of *Porsche Data that have been* exchanged electronically. These shall be deleted in accordance with the Contractor´s general deletion routines and blocked from any further use without *Porsche´s* prior consent until they have been completely deleted.

20.7 Notwithstanding Clause 20.6 (GP), the Contractor shall be entitled to retain any legally made copies of *Porsche Data* to the extent and for the duration of the period for which the Contractor is subject to a statutory retention obligation (e.g. for product liability reasons) or requires the data to fulfil any contractual obligations towards *Porsche* (including warranty obligations). In such a case, the Contractor shall inform *Porsche* accordingly, stating the reason for the need for further storage.

21. Data protection

21.1 If the Contractor obtains access to personal data when providing the *Contractual Services*, it shall comply with the applicable data protection regulations, in particular process personal data exclusively for the purpose of providing the *Contractual Services* (purpose limitation), ensure that its employees only have data access to the extent absolutely necessary, and oblige its employees in writing to maintain confidentiality, instruct them about the relevant data protection provisions and provide *Porsche* with evidence of this upon request. If personal data is processed by the Contractor on behalf of *Porsche*, the necessary data protection agreement, which *Porsche* shall make available

for this purpose (in particular a data processing agreement), must be concluded before the Contractor receives access to personal data. The processing of personal data attributable to *Porsche* or its customers or employees may only take place within the territory of the Federal Republic of Germany, a member state of the European Union, a state party to the Agreement on the European Economic Area or a third country for which an adequacy decision has been issued by the European Commission (Art. 45 GDPR), or in accordance with Clause 21.2 (GP). The Contractor shall ensure that the *Subcontractors* it uses, including their employees, are aware of and comply with the data protection requirements described here.

21.2 The processing of personal data attributable to *Porsche* respectively its customers or employees in a third country without an adequacy decision requires the prior express written consent of *Porsche*. In addition, such processing must only take place if suitable guarantees pursuant to Art. 46 GDPR, approved binding corporate rules pursuant to Art. 47 GDPR ("***Binding Corporate Rules***") or a derogation pursuant to Art. 49 GDPR exist. Suitable guarantees include, in particular, the conclusion of standard contractual clauses issued by the EU Commission in the current version (so-called "***SCC***"), which are based on a positive risk assessment (Transfer Impact Assessment – "***TIA***"). In the event that the Contractor itself processes data in third countries and does not have Binding Corporate Rules and there is also no derogation pursuant to Art. 49 GDPR, the Parties hereby agree to the validity of the SCC in the module applicable to the *Contractual Services* and undertake to conclude the corresponding documentation. The Contractor shall provide the information required for *Porsche* to carry out the TIA. If the Contractor uses *Subcontractors* in a third country and the *Subcontractors* have neither Binding Corporate Rules nor other guarantees within the meaning of Art. 46 GDPR, the Contractor shall ensure that SCCs or other suitable guarantees have been concluded in relation to the *Subcontractors* relationship and shall inform *Porsche* of the existing suitable guarantees and, if applicable, the result of the TIA without being requested to do so. Upon request, the Contractor shall submit the relevant guarantees and the respective TIA to *Porsche*.

21.3 *The Contractual Services* must be provided in accordance with the requirements for privacy by design and privacy by default (Art. 25 GDPR), to the extent that these requirements are applicable to the *Contractual Services*. In this case, the Contractor shall provide *Porsche* with documentation of the implementation of these requirements upon request and shall ensure that the principles for the processing of personal data (Art. 5 GDPR) can be fulfilled when the *Contractual Services* are used as intended.

21.4 The Contractor acknowledges that all data generated by *Porsche*, the Contractor, the end customer or any other third party from or in connection with the use of the *Contractual Service* is attributable to *Porsche*, unless the end customer or any other third party is entitled to it under applicable law. The Contractor shall not assert any ownership or other rights to this data and shall not use the data for "big data purposes", such as data collection, the creation of databases or the performance of data analyses. The right of the Contractor to use data for the fulfillment of this *Contract*, to the extent that this is necessary for this purpose, remains unaffected.

22. Licence audit

If the Contractor provides *Porsche* with a written notification that there are reasonable grounds for suspecting that rights granted by the Contractor to *Porsche* to use *Software* provided to *Porsche* for a limited period of time are being exceeded, *Porsche* shall conduct a licence audit (review of compliance with the rights of use) for the *Software* in question and shall inform the Contractor about the result of the licence audit in writing.

23. Use of Free and Open Source Software

23.1 "***Free and Open Source Software***" or "***FOSS***" refers to *Software*

23.1.1 whose license terms meet the requirements of the "Open Source Definition" (https://opensource.org/osd) of the "Open Source Initiative" and that is therefore licensed and distributed free of charge by its copyright holders also in source code form to be used in any way by anyone, and/or

23.1.2 whose licence terms have been recognised by the "Open Source Initiative" and/or the "Free Software Foundation" on their websites as free software licences or open source software licences, and/or

23.1.3 which is offered as public domain software.

23.2 *FOSS* may only be used in *Contractual Services*, in particular in products, technologies and services (including hardware with integrated *Software*) procured by *Porsche* or the Contractor, which are distributed, licensed, transferred or otherwise made available to *Porsche* or which have been developed or adapted for *Porsche*, if all licence requirements of the *FOSS* in use are met and all the following terms are complied with:

23.2.1 The Contractor must not make use of *FOSS* in the *Contractual Services* in any way that would cause a copyleft effect on pre-existing proprietary *Software* or *Software* newly developed as part of the *Contract*. This does not apply to modifications made in existing *FOSS* components (e.g. bug fixes and modifications to specific hardware) and individual cases that *Porsche* agreed upon.

23.2.2 The Contractor must not use any *FOSS* with license terms which require that the user must be able to install or execute modified *Software* on hardware with integrated *Software* (so-called embedded system, in particular motor vehicles), unless the Contractor has explicitly been informed by *Porsche* that the *Software* provided by the Contractor will not be used on such an embedded system with technical security mechanisms (e.g. signature procedure).

23.2.3 The Contractor undertakes to complete the "*FOSS* Declaration" truthfully and confirms by signing it that any *FOSS* is used in compliance with the licenses and complies in full with the stipulations of the FOSS Declaration. The FOSS Declaration can be found on the Group Business Platform www.vwgroupsupply.com (path: Cooperation→ Procurement Conditions→ Porsche AG Purchasing Terms & Conditions → Porsche AG → Non-Production Material/General Procurement → Other Applicable Documents).

The requirements set out in Clause 23.2 (GP) also apply, without further notice or request by *Porsche*, to every update of the *Software* used in the *Contractual Services*, regardless of the form in which the *Software* is provided (such as source code, binary, software as a service, container).

23.3 Irrespective of any other rights of *Porsche*, the Contractor guarantees to *Porsche* that it will comply with the stipulations of Clause 23.2 (GP) and all requirements arising from the relevant licences for all *FOSS* used by the Contractor for *Contractual Services*, that *the Contractual Services* do not contain any further *FOSS* and additionally that there is no copyright infringement.

23.4 In the event that the Contractor fails to comply or fails to comply in good time with (i) the licence terms for the *FOSS* included in or other copyright provisions concerning the *Contractual Services*, and (ii) the preconditions and confirmations given in Clauses 23.2 and 23.3 (GP), the Contractor undertakes the following:

23.4.1 If *FOSS* is used in *Contractual Services* in a way which does not comply with licences, the Contractor shall exchange such *Software* promptly at its own cost for other software components which can be used without infringing licence terms or applicable copyright law.

23.4.2 The Contractor must reimburse *Porsche* for all costs, expenses and damages incurred by and resulting from non-compliance or delayed compliance.

A lack of one of the guaranteed characteristics set out in Clause 23.3 (GP) will be deemed a material breach of contractual obligations and the *Contractual Service* shall be deemed defective as a result.

24. Export Control and Foreign Trade

24.1 Each Party is responsible for complying with all applicable national and international export control laws and regulations, including those relating to foreign trade, embargoes and other sanctions ("***Export Control Law***"), when transferring products, *Software* or technology ("***Items***") in any way, whether directly or indirectly, including, for example, exports, re-exports or deliveries domestically and within the EU ("***Transfer***"), or when providing technical assistance to the other Party.

24.2 The Contractor assures that it is not listed on any sanctions lists published by the United Nations, the European Union or any of its member states, the U.S. Bureau of Industry and Security (BIS), the U.S. Office of Foreign Assets Control (OFAC) or the United Kingdom. Furthermore, to the best of its knowledge, the Contractor assures that it is not directly or indirectly owned (50 per cent or more) or controlled by any person, company or organisation listed on any of the above sanctions lists. The Contractor shall notify *Porsche* without undue delay of any change affecting this confirmation.

24.3 If the Contractor *Transfers Items* based on this *Contract* to *Porsche* that are subject to applicable *Export Control Law*, the Contractor shall provide *Porsche* with the relevant export control classification for each *Item* at the time of the initial *Transfer* of the respective *Item,* without being requested to do so. This obligation also applies to *Items* subject to the U.S. Export Administration Regulations (EAR99). This information must be sent to the central email address exportkontrolle@porsche.de. The Contractor shall only inform *Porsche* of subsequent *Transfers* in the event of changes. If *Porsche* requires further information to fulfil its legal obligations, the Contractor shall provide it upon request. If the Contractor does not provide the relevant export control classification, this shall be deemed equivalent to a declaration that the *Transferred Items* are neither subject to applicable *Export Control Law* nor governed by the U.S. Export Administration Regulations (EAR99).

24.4 If *Porsche Transfers Items* to the Contractor within the scope of this agreement, the following shall apply:

24.4.1 The Contractor must not make the *Items* available, export or re-export them, either directly or indirectly, to the Russian Federation or for use in the Russian Federation.

24.4.2 The Contractor shall use its best endeavours to ensure that the purpose of Clause 24.4.1 (GP) is not undermined by third parties in the supply chain, including potential resellers and *Subcontractors*.

24.4.3 In the event of a breach of Clauses 24.4.1 (GP) and/or 24.4.2 (GP), *Porsche* shall be entitled to terminate the *Contract* for good cause.

24.4.4 The Contractor shall inform *Porsche* without undue delay of any problems in applying Clauses 24.4.1 (GP) or 24.4.2 (GP), including any relevant activities of third parties that could undermine the purpose of Clause 24.4.1 (GP). The Contractor shall provide *Porsche* with information on compliance with the obligations under Clauses 24.4.1 and 24.4.2 (GP) within two (2) weeks of a unilateral request.

The provisions set out in Clause 24.4 (GP) above shall apply accordingly to the provision, export or re-export of *Items* for use in Belarus.

24.5 The Clause "**Export Control and Foreign Trade** " applies only on condition that it does not result in a violation of applicable anti-boycott laws or conflict with them. Contact: exportkontrolle@porsche.de

24.6 In accordance with applicable customs regulations, the customs value of hardware delivered from a third country must include all costs incurred in connection with the delivery. This includes the costs of the hardware itself and all additional delivery-related costs. This includes the costs of preinstalled systems and operating software, for example. The Contractor undertakes to provide all relevant information and documents required to determine the customs value. Any subsequent changes or additional costs must be included in the customs value and reported to *Porsche*, unless they have been already factored into the final price of the hardware.

25. Compliance and sustainability

Unless otherwise agreed, the "Porsche AG requirements regarding sustainability in its relationships with business partners (Code of Conduct for Business Partners)", as valid at the time the *Contract* is concluded, shall form an integral part of the *Contract*. These requirements are available on the Group Business Platform at www.vwgroupsupply.com (path: Cooperation→ Procurement Conditions→ Porsche AG Purchasing Terms & Conditions → Porsche AG → Non-Production Material/General Procurement → Documents).

26. Deployment of Staff, minimum wage and deployment abroad

26.1 The Contractor shall only employ staff who are qualified both technically and on a personal level for carrying out the services and tasks specified in the *Order/Call-off Order*. This also applies should members of the Contractor's staff be replaced. The Contractor shall be responsible for the consequences of changes to its staff in this respect, in particular all costs for replacing staff and the familiarization of replacement staff.

26.2 The Contractor shall identify to *Porsche* a contact responsible for managing the *Contractual Services* and this person is the main point of contact for communications with *Porsche* (representative). The Contractor and *Porsche* may also appoint more than one representative if the scope and/or complexity of the assignment requires it. The Contractor undertakes to identify representatives to *Porsche* in writing in advance. *Porsche* must also be advised in advance in writing if there is a change of representative.

26.3 Before the start of contractual performance, the Contractor is required to screen for terrorist activity all persons who are deployed at *Porsche's* factory premises to perform *Contractual Services*. Therefore, the last name, first name, date and place of birth are to be verified against sanctions lists pursuant to Council Regulations (EEC) No. 2580/2001, No. 881/2002 and No. 753/2011 as well as any amendment to the lists of names which have been or will be issued by the European Commission. The check has to be repeated periodically, but as a minimum once per year. *Porsche* has the right to request proof from the Contractor that the appropriate verifications have been performed. If the Contractor is AEO-certified (AEO C/S or at least AEO S), i.e. authorized economic operator, the obligations under Clause 26.3 (GP) are deemed to be fulfilled.

26.4 The *Contractual Services* shall be provided under the responsible management of the Contractor. The Contractor shall retain sole technical, personal and disciplinary authority for the staff employed

by the Contractor within the framework of the subject matter of the *Contract*.

26.5 If foreign staff are employed, the Contractor shall undertake to ensure that they have a valid residence permit which entitles them to engage in employment. A valid work permit in accordance with the currently applicable regulations must be presented to *Porsche* upon request.

26.6 The Contractor undertakes to pay its employees at least the statutorily prescribed or contractually agreed minimum wage. Further, the Contractor undertakes to only employ such *Subcontractors* that likewise contractually undertake to pay at least the legally prescribed or contractually agreed minimum wage to their employees. The Contractor shall place the *Subcontractors* instructed by it under this obligation.

26.7 In the event of an infringement of the provisions of the Minimum Wage Act (**MiLoG**), the Contractor undertakes to comprehensively indemnify and hold harmless *Porsche* from and against any and all obligations associated with such an infringement and to also compensate *Porsche* for any damages resulting from a culpable infringement. The same obligation shall apply to the Contractor if a *Subcontractor* instructed by him should infringe the provisions of the *MiLoG*. If a claim should be made against *Porsche* by an employee of the Contractor for payment of the statutory minimum wage, the Contractor undertakes to provide to *Porsche* all information necessary for the defence against the claim and any action for payment. This shall also apply following termination of the contractual relationship between *Porsche* and the Contractor. The Contractor guarantees to place *Subcontractors* instructed by it under this obligation and to pass the necessary information to *Porsche* without undue delay if an employee of the *Subcontractor* lodges claims against *Porsche*.

26.8 Should the Contractor deploy employees abroad on a cross border basis to perform services and tasks listed in the *Order/Call-off Order*, the Contractor undertakes to comply with all obligations for which he is responsible in respect of legislation pertaining to labour, foreign workers, tax and social insurance as well as other obligations relating to national and foreign law. *Porsche* shall inform the Contractor of the relevant place of performance in good time.

26.9 The Contractor undertakes to comprehensively indemnify and hold harmless *Porsche* from and against any and all third-party claims resulting from the Contractor's breaches of his obligations pursuant to Clause 26.8 (GP) and to also compensate *Porsche* for any losses resulting from a culpable infringement.

27. Hardware

27.1 To the extent that the *Contractual Services* include the provision of hardware, the hardware shall be supplied with system and operating software pre-installed. Additionally, at *Porsche´s* discretion, the associated system and operating software shall be made available on a commercially available data medium or for download. Unless otherwise agreed in the *Contract*, the hardware shall be set up, installed, integrated and configured by the Contractor for use at *Porsche* and must be handed over to *Porsche* in a state that is ready for operation. Upon request, *Porsche* shall receive free instruction from the Contractor on the proper use of the hardware.

27.2 The hardware (i) must meet the agreed requirements and those normally expected, particularly in accordance with Clauses 3 and 10 (GP), and (ii) must be CE-certified and provided to *Porsche* in accordance with the applicable VDE and UVV regulations.

27.3 Hardware shall be delivered with the relevant *Documentation* (including system and operating software) in either German or English. This is part of the main obligation. The *Documentation* must be clear and legible, enabling an average user to operate the hardware without assistance from the Contractor. The *Documentation*, including any operating manuals, must enable an IT specialist to set up, operate and maintain the hardware.

27.4 Unless otherwise agreed in writing, delivery shall be made in accordance with DAP (Incoterms 2020), either to *Porsche*'s registered office or to an alternative delivery address specified in the *Contract*.

27.5 To the extent that the *Contractual Services* include the purchase of hardware, the Contractor grants *Porsche*, upon delivery of the hardware, a non-exclusive, irrevocable, and non-terminable, perpetual, locally unrestricted, transferable, and sub-licensable right to use the system and operating software, to the extent that this is necessary for the intended use of the system and operating software. This right of use also applies to the corresponding *Documentation* and any *Updates* to the system and operating software.

27.6 To the extent the *Contractual Services* include the rental or other temporary provision of hardware, the Contractor grants *Porsche*, upon provision of the hardware, a non-exclusive, locally unrestricted, transferable and sub-licensable right of use to the system and operating software for the agreed rental period, to the extent this is necessary for the intended use of the system and operating software. The right of use also applies to the corresponding *Documentation* and any *Updates* to the system and operating software.

27.7 Unless otherwise agreed, to the extent the system and operating software is *Customised Software*, the provisions set out in Clauses 27.5 and 27.6 (GP) shall apply, with the proviso that the Contractor grants *Porsche* exclusive rights of use.

27.8 If the *Contractual Services* include the purchase of hardware, the Contractor undertakes to offer *Porsche* appropriate *Maintenance and Support Services* in relation to the hardware (including system and operating software) at market rates for a period of at least five (5) years from the delivery date of the hardware. If the *Contractual Services* include the rental of hardware, the Contractor shall provide *Maintenance and Support Services* for the hardware (including system and operating software) for the agreed rental period. Unless otherwise agreed, the remuneration paid by *Porsche* for renting the hardware shall be deemed full compensation for the provision of *Maintenance and Support Services*. The provisions on *Maintenance and Support Services* in the Special Part of these *GTC IT* shall apply accordingly to the provision of *Maintenance and Support Services* relating to the hardware (including system and operating software).

28. Reference and advertising

The Contractor is prohibited from publicly referring to its cooperation with *Porsche*, advertising its business relationship or naming *Porsche* as a reference without prior written consent. The same applies to the use of trademarks, trade names or other designations that allow *Porsche* to be identified. Consent granted in individual cases may be revoked at any time without giving reasons.

29. Invoicing and payment

29.1 As a basic principle, *Porsche* will settle invoices using the invoicing procedure. Invoices must be issued in accordance with the requirements available at https://newsroom.porsche.com/en/porsche-ag-supplier-information-invoicing-process-22969.html and using the invoice receipt channels provided.

29.2 Unless otherwise expressly specified by *Porsche*, invoices shall be sent by the Contractor exclusively in electronic form, whereby the following alternatives are available:

29.2.1 Direct submission of invoice via EDI in valid VDA format,

29.2.2 Free-of-charge entry of invoice via the Group Business Platform at www.vwgroupsupply.com (path: Login → Information → Tools → Financial Application (FIN)),

29.2.3 Submission of invoice via email for e-invoices,

29.2.4 Submission of invoice via a specified provider.

Further information on electronic invoicing can be found via the following link: https://newsroom.porsche.com/en/porsche-ag-supplier-information-invoicing-process-22969/porsche-alternatice-invoice-channels-at-porsche-ag-28410.html. If you have any questions, please contact edi-rechnungswesen@porsche.de.

29.3 In justified exceptional cases, by agreement with *Porsche's* creditor accounts department, the Contractor shall submit his invoices in paper form to the following address or to another address expressly specified by *Porsche*: Dr. Ing. h.c. F. *Porsche* AG, Kreditorenbuchhaltung, Porsche Platz 1, D-70435 Stuttgart, Germany.

29.4 Invoices must be submitted in a form suitable for checking and stating the *Porsche* supplier number, order number, delivery note number, *Porsche* material number, place of unloading and name of contact in *Porsche*'s organization. All necessary invoicing documents must be attached. Invoices must be produced in accordance with German sales tax law. Accounting vouchers in the form of credit notes, debit notes and payment advice notes will be made available to the Contractor electronically via EDI or email or as a download via the Group Business Platform at www.vwgroupsupply.com (path: Login→ Information→ Tools→ Financial Application (FIN)). In exceptional cases, they may be sent by post or fax.

29.5 When invoicing is carried out on a time and material basis, the invoices submitted in accordance with the *Contract*, or otherwise monthly in arrears, shall mandatorily include particulars of the number of employees that have carried out the invoiced services, the number of days worked by these employees, the daily rate for the employees whose services are the subject of the invoice, the originals of all to be prepared and signed timesheets, and a description of the expenses invoiced. Expenses shall only be reimbursed to the extent agreed in the *Order/Call-off Order* and, unless an all-inclusive rate has been agreed, only against proof of expenditure.

29.6 If, within the scope of system-based service recording, *Porsche* discovers discrepancies between the commissioned service conditions and/or scope of services in the invoice, *Porsche* shall be entitled to issue a corresponding credit note/debit note and send it to the Contractor. The Contractor shall accept the credit note/debit note for accounting and tax purposes and treat it as a supplement to its original invoice.

29.7 Payment will be made within 30 days from receipt of invoice unless otherwise expressly agreed. This period shall commence on the day on which the invoice is received but not, however, before the agreed delivery date or service date and not before the actual shipment of the items or the provision or acceptance of the service.

29.8 Payment shall be made by bank transfer.

29.9 To minimise the financial transaction risk and to prevent fraud, the Contractor shall confirm its bank details using the form provided by *Porsche*, if requested to do so by *Porsche* on a case-by-case basis.

29.10 All amounts stated in the *Contract* are inclusive of any tax deductions. If *Porsche* is obliged pursuant to Section 50a of the German Income Tax Act (EStG) to withhold and pay withholding tax for the account of the Contractor in respect of remuneration, licence fees, payments in kind or other non-cash benefits paid or granted to the Contractor under this *Contract*, *Porsche* shall be entitled to deduct the relevant amounts from the payments to be made to the Contractor. This shall apply even if it is doubtful whether the conditions for the tax deduction are fulfilled. The Contractor shall bear all withholding taxes for which it is liable. Tax will be generally deducted from the total remuneration, unless a separate apportionment is agreed in writing and the Contractor issues *Porsche* an invoice corresponding to this apportionment. If the withholding taxes to be withheld by *Porsche* exceed the payments to be made or made to the Contractor, the Contractor shall be obliged to pay the excess amount to *Porsche* in advance or to reimburse *Porsche* as soon as *Porsche* has requested the payment from it in writing. This shall apply mutatis mutandis to withholding taxes in connection with the granting of benefits in kind and other non-cash benefits, and in the event that the Parties have divided the remuneration for the purposes of tax deduction and the tax amount is subsequently adjusted. When paying out the remuneration, *Porsche* will only take account of any benefits under a double taxation agreement if the Parties have received a certificate of exemption from the Federal Central Tax Office and have presented it to *Porsche* before payment of the remuneration (Section 50d (2) sentence 1 of the German Income Tax Act).

29.11 The Contractor shall only be entitled to a right of retention in respect of the *Contractual Services* due to default in payment by *Porsche* if *Porsche* is in default with an amount that is not insignificant and has not paid despite receiving a written reminder threatening to assert the right of retention and setting a reasonable payment period of at least four (4) weeks.

30. General provisions

30.1 If one of the Parties ceases payments or if an application is made for commencement of insolvency proceedings on its assets or for out-of-court settlement proceedings, the other Party will be entitled to revoke the portion of the *Contract* not yet executed. This shall also apply accordingly if the economic position of a Party deteriorates in such a way as to seriously affect fulfilment of the *Contract*.

30.2 The Contractor is not permitted to offset or exercise a right of retention due to disputed or legally unestablished counterclaims, or counterclaims that are not based on the same contractual relationship.

30.3 The Contractor is not entitled to transfer or assign its rights and obligations under the *Contract* whether in whole or in part, to third parties without the prior written consent of *Porsche* (which may not be unreasonably withheld). Third parties also include affiliated companies of the Contractor in accordance with Section 15 AktG. If the Contractor assigns a monetary claim against *Porsche* to a third party without *Porsche's* consent, contrary to sentence 1, the assignment shall nevertheless be effective. However, at its discretion, *Porsche* may make payment to the Contractor or the third party with discharging effect.

30.4 The place of performance for the *Contractual Services* of the Contractor is the registered office of *Porsche*, unless expressly agreed otherwise in writing.

30.5 If one of the provisions of these *GTC IT* and of additional agreements is or becomes ineffective, this shall not affect the validity of the remaining provisions. The Parties are obliged to negotiate in good faith a rule which replaces the ineffective provision. The same shall apply in the event of a gap.

30.6 The laws of the Federal Republic of Germany shall apply exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.

30.7 The exclusive place of jurisdiction is the registered office of *Porsche*, while *Porsche* reserves the

right to assert claims at the court of the registered office of the Contractor.

30.8 These *GTC IT* are produced in German and English. In the event of contradictions or discrepancies between the German and English versions the German version shall prevail.

Special Part (SP)
Cloud Services and rental of Standard Software

1. Scope

The following special provisions of the *GTC IT* apply to the provision of the following *Contractual Services* by the Contractor to *Porsche*, in addition to the General Part of the *GTC IT*:

- Provision of *Cloud Services*;
- Temporary provision of *Rental Software*;
- *Maintenance and Support Services*; and
- Any *Additional Services* agreed in this context.

2. Provision of Cloud Services

2.1 **Scope of services**

To the extent that the Parties agreed that the Contractor shall provide *Cloud Services*, the Contractor shall provide the agreed *Cloud Services*, including the associated *Documentation*, for the intended use for the duration of the *Contract Term* and shall grant *Porsche* the rights of use specified in Clause 2.3 (SP).

2.2 **Provision of Cloud Services and availability**

2.2.1 The Contractor shall provide *Porsche* with the access required to use the *Cloud Services*, as well as access information and means (e.g. access data, access keys, access software and/or interface information), at no additional cost, in good time at the start of the *Contract Term*. The same applies to any access tools and/or special additional licenses required to use the *Cloud Services*.

2.2.2 Unless otherwise agreed, the *Cloud Services* shall be available on average for 99.50% of the calendar month, based on continuous operating time (24 hours a day, Monday to Sunday). Furthermore, the availability of the *Cloud Services* must not be interrupted or significantly impaired by more than 3.65 consecutive hours. For the avoidance of doubt: Any interruptions or significant impairments to the availability of the *Cloud Services* resulting from (planned or unplanned) maintenance and servicing carried out by the Contractor shall be taken into account as relevant downtime when calculating availability.

2.3 **Rights of use for Cloud Services**

2.3.1 The Contractor grants *Porsche* the non-exclusive, rights of use unlimited in terms of location and content, which are transferable to companies affiliated with *Porsche* in accordance with Section 15 AktG and sublicensable in accordance with Clause 2.3.2 (SP), limited to the *Contract Term*, to use the *Cloud Services* for their intended purpose.

2.3.2 *Porsche* is entitled to (i) grant sublicences for the use of the *Cloud Services* to companies affiliated with *Porsche* in accordance with Section 15 AktG, and (ii) use the *Cloud Services* through third parties commissioned by *Porsche* (in particular data center operation, hosting, outsourcing services) and to grant these third parties any rights of use necessary for this purpose.

2.3.3 The aforementioned rights of use include in particular *Porsche´s* right to use the *Cloud Services* for production, testing, integration and backup purposes; the Contractor shall grant *Porsche* access to the relevant *Cloud Services* systems (including any production, testing, integration and/or other system environments, to the extent that these are operated by the Contractor) to the extent necessary for these purposes. *Porsche* is entitled to use the *Cloud Services* directly or indirectly (e.g. via upstream or intermediate technical and automated systems).

2.3.4 Any statutory rights of *Porsche* to use the *Cloud Services* shall remain unaffected by the granting of rights of use pursuant to Clause 2.3 (SP).

2.3.5 The rights of use granted pursuant to Clause 2.3 (SP) also apply accordingly to the use of the *Documentation*.

3. Temporary provision of Rental Software

3.1 **Scope of services**

To the extent that the Parties agreed on the temporary provision of *Rental Software*, the Contractor shall provide the *Rental Software*, including the associated *Documentation*, for operation (either by *Porsche* itself or by commissioned third parties) and for use in accordance with its intended purpose for the duration of the agreed *Contract Term* and shall grant *Porsche* the rights of use specified in Clause 3.3 (SP).

3.2 **Provision in object code/source code**

3.2.1 Unless otherwise agreed, the *Rental Software* shall be provided in executable object code, at *Porsche*'s discretion, either on standard data carriers or via download; the Contractor shall provide *Porsche* with any access information and means (e.g. access data, licence keys and/or interface information) required for the intended use of the *Rental Software*, free of additional charge and in good time at the beginning of the *Contract Term*. The same applies to any access tools and/or special additional licenses required for the use of the *Rental Software*.

3.2.2 If, as a result of loss, accidental deletion or similar events, *Porsche* no longer has an executable copy of the *Rental Software* available for use, or if Porsche is otherwise technically unable to use or reproduce the *Rental Software* to ensure its intended use, the Contractor shall, upon request, provide Porsche with a reasonable replacement of the *Rental Software* free of charge for installation, reproduction and intended use.

3.2.3 If the Parties also agreed to the delivery of the source code of the *Rental Software*, the source code shall be provided together with the complete development documentation and any development tools required for the translation, editing and other modification of the *Rental Software* which were used or developed for the development of the *Rental Software* and are not freely available on the market. The Contractor hereby grants *Porsche* the necessary rights of use to the development tools to the extent that this is necessary for the purpose of error correction, validation or other intended use of the *Rental Software* by *Porsche* or commissioned third parties. Clause 3.3 (SP) shall apply accordingly to the granting of rights for the aforementioned purposes, provided that *Porsche* – unless otherwise agreed – is not entitled to edit and/or independently distribute and exploit the development tools. The same also apply to *Updates* to the *Rental Software* provided within the scope of the *Contractual Services*, including any rectification of defects and/or *Maintenance and Support Services*.

3.3 **Rights of use for Rental Software**

3.3.1 The Contractor grants *Porsche* the non-exclusive rights of use unlimited in terms of location and content, which are transferable to companies affiliated with *Porsche* in accordance with Section 15 AktG and sublicensable in accordance with Clause 3.3.2 (SP), limited to the *Contract Term*, to use the *Rental Software* for its intended purpose.

3.3.2 *Porsche* is entitled to (i) grant sub-licenses for the use of the *Rental Software* to companies affiliated with *Porsche* in accordance with Section 15 AktG, and (ii) use the *Rental Software* through third parties commissioned by *Porsche* (in particular data center operation, hosting, outsourcing services) and to grant them any rights of use necessary for this purpose.

3.3.3 The aforementioned rights of use include, to the extent necessary for production, testing, integration and/or backup purposes, in particular the right of *Porsche* to, either itself or through commissioned third parties:

a) install, reproduce, operate, host, load, display and execute the *Rented Software*, as well as to make it available or accessible for its intended use; and

b) use it on various hardware and software environments, such as, in particular, (a) production, integration and test systems, and (b) backup and emergency systems, and to make the necessary copies of the *Rental Software* for this purpose.

The rights of use granted to *Porsche* by the Contractor also include the right to indirectly use the *Rental Software* (e.g. through upstream or intermediate technical and automated systems).

3.3.4 *Porsche* may also make and use a reasonable number of copies of the *Rental Software* provided to *Porsche* for backup and archiving purposes. If *Porsche* has obtained the *Rental Software* via online download, *Porsche* may store it on archive and backup servers and/or copy it to data carriers for this purpose. Any other statutory or contractual rights of *Porsche* to reproduce the *Rental Software* remain unaffected.

3.3.5 *Porsche* is entitled to translate, edit and otherwise modify the *Rental Software* to the extent necessary for the intended use of the *Rental Software*, including error correction. *Porsche* is also entitled to decompile the *Rental Software* in accordance with the statutory provisions. Upon request, the Contractor shall provide *Porsche* with all information necessary to establish interoperability with any other independently created *Software*. Any further legal rights of *Porsche,* in particular pursuant to Sections 69d and e of the German Copyright Act (UrhG), remain unaffected.

3.3.6 The granting of rights of use pursuant to Clause 3.3 (SP) applies accordingly to the use of the *Documentation*.

4. Documentation

The Contractor shall provide *Porsche* with the appropriate *Documentation* for the *Cloud Services* or *Rental Software* in German or English. This is part of the main obligation. The *Documentation* provided shall include the complete user documentation. If the provision of *Rental Software* has been agreed, the provision of administration documentation as well as system and operating documentation shall also been provided. The user documentation must clearly describe the essential functions of *Cloud Services* or *Rental Software* and be generally intelligible and readable so that an average experienced user can use *Cloud Services* or *Rental Software* without support from the Contractor. The administration, system and operating documentation must enable an IT specialist with average experience to install, operate and maintain the *Rental Software*. If *Updates* to the *Cloud Services* or *Rental Software* require corresponding changes to the *Documentation*, the Contractor shall provide *Porsche* with the updated *Documentation* without undue delay and without being asked.

5. Training

At *Porsche*'s request, the Contractor shall provide *Porsche* the appropriate support and required instructions to familiarise *Porsche* with the functions of the *Cloud Services* or *Rental Software*.

6. Deposit

Provided that *Contractual Services* do not include the provision of the source code of the *Cloud Services* or *Rental Software* and there are important reasons for doing so (e.g. significance of the *Cloud Services* or *Rental Software* for essential business processes of *Porsche*), *Porsche* may demand the deposit of the source code of *Cloud Services* or *Rental Software* on reasonable terms. Unless otherwise agreed, *Porsche* shall bear the depository costs; in all other respects, the Contractor shall bear the costs incurred by it as a result of the deposit.

7. Updates

Unless expressly agreed otherwise, if the Contractor provides *Porsche* with any *Updates* to the *Cloud Services* or *Rental Software* and/or *Documentation* within the scope of the *Contractual Services*, including any rectification of defects and/or agreed *Maintenance and Support Services*, all provisions of these *GTC IT* applicable to the *Cloud Services* or *Rental Software* and the associated *Documentation*, including the provisions on rights of use, shall also apply to these *Updates*. For the avoidance of doubt: If the *Updates* are *Customised Software* commissioned by *Porsche* as the *Work Result* of *Additional Services* pursuant to Clause 10 (SP), the provisions in Clause 10 (SP) shall take precedence.

8. Remuneration

All of the aforementioned *Contractual Services* of the Contractor, including those regulated in Clauses 2.3 and 3.3 (SP) relating to the granting of rights of use, shall be fully compensated by the remuneration paid by *Porsche* for the provision of the *Cloud Services* or the *Rental Software*, unless otherwise expressly agreed.

9. Maintenance and Support Services

9.1 **Scope of services**

9.1.1 The Contractor undertakes to provide *Maintenance and Support Services* in relation to the *Cloud Services* or *Rental Software* for the duration of the *Contract* in accordance with the following provisions. Unless otherwise agreed, the provision of *Maintenance and Support Services*, including the granting of the relevant rights of use as specified in the Special Part of these *GTC IT*, shall be fully compensated by the remuneration paid by *Porsche* for the provision of *Cloud Services* or of *Rental Software*.

9.1.2 Within the scope and the *Contract Term*, the Contractor shall ensure that the *Cloud Services* or *Rental Software* and the associated *Documentation* are (i) free of errors, malfunctions and other impairments to functionality and/or usability, (ii) of the agreed and normally expected quality, (iii) free from security vulnerabilities and malware (e.g. trojans, viruses, spyware), (iv) compliant with the relevant current statutory and official requirements, and (v) suitable for their intended use. The Contractor shall carry out any *Updates* in good time to ensure that *Porsche*'s intended use of the *Cloud Services* or *Rental Software* in accordance with the statutory and official requirements is not impaired. *Porsche*'s statutory rights in the event of defects in Cloud *Services* or *Rental Software* remain unaffected.

9.1.3 When rectifying errors and malfunctions, the Contractor shall comply with the *Service Levels* agreed with *Porsche*. In any case, errors and malfunctions must be rectified by the Contractor within a reasonable timeframe in view of the risks and effects.

9.1.4 Within the scope of the *Maintenance and Support Services*, the Contractor shall also be obliged to continuously develop the *Cloud Services* or *Rental Software* and adapt them to the state of the art. For this purpose, the Contractor shall provide *Porsche* with upgrades or new program versions of the *Cloud Services* or *Rental Software* at regular intervals, but at least once a year. In any case, the Contractor shall make *Updates* to the *Cloud Services* or *Rental Software* available to *Porsche* for use in accordance with the *Contract*, provided they are generally available on the market. No separate remuneration shall be payable for this.

9.1.5 Any *Updates* shall not affect the contractually agreed functionalities and essential service content of the *Cloud Services* or *Rental Software*. System requirements in place at *Porsche* must be taken into account. *Updates* to the *Cloud Services* or *Rental Software* shall not require significantly different system requirements.

9.2 **Performance of Maintenance and Support Services**

9.2.1 Unless otherwise agreed, the agreed *Maintenance and Support Services* shall be provided from the time the *Cloud Services* are made available, or the *Rental Software* is provided.

9.2.2 The Contractor shall schedule maintenance and servicing work to be carried out as part of the *Maintenance and Support Services* in such a way that it does not affect *Porsche*'s use of the *Cloud Services* or *Rental Software*. The Contractor shall inform *Porsche* in advance of any planned maintenance and servicing work.

9.2.3 The Contractor shall carry out maintenance and servicing work outside of *Porsche*'s regular hours of use. If maintenance and servicing work cannot be avoided during the regular hours of use, the Contractor shall inform *Porsche* of the reasons for that and agree on a maintenance window in good time (at least two weeks beforehand, unless a shorter period is necessary due to the urgency of the maintenance and servicing work).

9.2.4 *Updates* to the *Cloud Services* or *Rental Software* that may affect the productivity of the *Cloud Services* or *Rental Software* at *Porsche* shall be installed within a maintenance window to be agreed with *Porsche*.

9.2.5 Before the Contractor implements changes to the *Cloud Services* or the *Rental Software* that are relevant to *Porsche* (e.g. adaptation of interfaces, changes affecting the work processes supported by the *Cloud Services* or *Rental Software*, restrictions on the usability of previously generated data), the Contractor shall provide *Porsche* in good time with the information necessary for the uninterrupted continuation of the contractual use of the *Cloud Services* or *Rental Software* in text form.

10. Additional Services

10.1 **Scope of services**

10.1.1 The Contractor shall provide the agreed *Additional Services* in accordance with the contractual provisions agreed upon, including the provisions in the General Part of these *GTC IT*.

10.1.2 For the avoidance of doubt: The *Contractual Services* owed in connection with the provision of *Cloud Services* or the provision of *Rental Software* regulated in Clause 5 (SP) are considered *Additional Services* within the meaning of the *Contract*. The Parties may agree on the provision of further *Additional Services* within the scope of the respective *Order/Call-off Order*.

10.2 **Rights to Work Results of Additional Services**

Unless otherwise agreed by the Parties and subject to Clause 10.3.2 (SP), the following provisions shall apply to any *IP Rights* to the *Work Results* of *Additional Services*:

10.2.1 The Contractor hereby transfers all *IP Rights* to any *Work Results* of the *Additional Services* to *Porsche*. To the extent that a complete transfer of *IP Rights* is not possible for reasons of mandatory copyright law, the Contractor hereby grants *Porsche* exclusive, freely transferable and sublicensable rights of use unlimited in terms of location, time and content to the *Work Results* of the *Additional Services*. To the extent the Contractor demonstrably does not design, develop and/or create the *Work Results* of the *Additional Services* individually for *Porsche*, but makes them generally available on the market to a number of customers, the Contractor hereby grants *Porsche* only non-exclusive, freely transferable and sublicensable rights of use unlimited in terms of location, time and content to the *Work Results*. *Porsche* accepts the transfer of rights or the granting of rights of use.

10.2.2 The above transfer of rights or granting of rights of use entitles *Porsche* to use and exploit the *Work Results* of the *Additional Services* itself or through commissioned third parties in all currently known ways; in particular, *Porsche* may edit, modify and rework the *Work Results* and reproduce, distribute, publish, broadcast, make them publicly available or otherwise reproduce them publicly and non-publicly (including by way of sale, rental, leasing, loan, and other forms of legal transactions), in the original or in edited, modified or reworked form, for remuneration or free of charge, on any medium or other technical device, in digital or analogue form (including any temporary and/or permanent storage on electrical, electromagnetic and/or optical storage media), and have these actions carried out by commissioned third parties. *Porsche* is entitled to use the *Work Results* directly or indirectly (e.g. through upstream or intermediate technical and automated systems). This transfer of rights or granting of rights of use also includes the right of *Porsche* to use and exploit the *Work Results* in ways that are not currently known, as well as to have these rights exercised by third parties commissioned by *Porsche*.

10.2.3 To the extent that *Pre-existing IP Rights* are demonstrably required for the use and/or exploitation of the *Work Results* of *Additional Services*, the Contractor hereby grants *Porsche* non-exclusive, transferable and sublicensable rights of use unlimited in terms of location and time for the unrestricted use and exploitation of the *Work Results*. Clause 10.2.2 (SP) shall apply accordingly in this respect. *Porsche* accepts the granting of rights. The Contractor shall inform *Porsche* of any *Pre-existing IP Rights* at the beginning of the contractual relationship.

10.2.4 The transfer of rights or granting of rights of use regulated in Clause 10.2 (SP) shall be fully compensated by the payment of the remuneration agreed in the *Contract* for the respective *Additional Services*. For the avoidance of doubt: Regarding the *Additional Services* regulated in Clause 5 (SP), the transfer or granting of rights to any *Work Results* is compensated by the remuneration agreed for the provision of the *Cloud Services* or the temporary provision of the *Rental Software*.

10.3 **Special provisions for Updates to Cloud Services or Rental Software as Work Results of Additional Services**

To the extent the *Work Results* of the *Additional Services* agreed upon involve adjustments, renewals and/or additions to the *Cloud Services* or *Rental Software* provided in accordance with the Contract, the following special provisions apply to these *Updates* of the *Cloud Services* or *Rental Software*:

10.3.1 **Special provisions for Customised Software**

If the *Work Results* of the *Additional Services* are *Customised Software*, the Parties agree on the following provisions additionally:

(i) Clauses 3.2.1 and 3.2.3 (SP) shall apply to the provision of *the Customised Software*, provided that the *Customised Software* shall also be provided permanently in source code form unless expressly agreed otherwise. If the Parties agree that the *Contractual Services* do not include the transfer of the source code of *the Customised Software*, Clause 6 (SP) shall also apply to the *Customised Software*.

(ii) If the Parties agreed that the *Customised Software* will be provided by the Contractor as part of the *Cloud Services*, the Contractor shall also provide the *Customised Software* as part of the *Cloud Services* provided. No separate remuneration shall be owed for this. The provisions on the provision of *Cloud Services* shall apply accordingly in this respect. Any other obligations to provide the *Customised Software* shall remain unaffected.

(iii) The Contractor shall provide *Porsche* with appropriate *Documentation* of the *Customised Software*, including complete user documentation, administration, system and operating documentation, and development documentation. Clause 4 (SP) shall apply accordingly with regard to the provision and content of this *Documentation*. The *Documentation* must enable an IT specialist with average experience to install, operate, maintain and further develop the *Customised Software*.

(iv) As part of *the Documentation* provided, *Porsche* shall be provided with all documents and information available for development, including those relating to quality assurance processes and results as well as the quality management systems used.

(v) The Contractor shall use code scanning tools to document the quality of the *Customised Software* and shall prepare detailed records of the quality assurance processes and scan results reports to be agreed with *Porsche*. The records and results reports shall be made available to Porsche upon delivery of the *Customised Software* as part of the Documentation.

(vi) The provisions on training pursuant to Clause 5 (SP) shall apply accordingly to *Customised Software*.

10.3.2 **Special provisions for Standard Software**

If the *Work Results* of the *Additional Services* are *Standard Software*, all provisions applicable to *Updates* to the *Cloud Services* or to the *Rental Software* provided under the *Contract* pursuant to Clause 7 (SP) shall apply to these *Work Results* in addition to the other provisions for *Additional Services*. The granting of rights of use to the *Work Results* is governed by Clause 2.3 (SP) or Clause 3.3 (SP). To the extent the *Work Results* are to be provided as part of the *Cloud Services*, this shall be fully compensated by the remuneration paid by *Porsche* for providing the *Cloud Services*.

10.3.3 **Maintenance and Support Services**

During the *Contract Term*, the Contractor shall provide *Maintenance and Support Services* relating to *Updates* to the *Cloud Services* provided or the *Rental Software* made available, in accordance with the *Contract*, to the extent of the *Maintenance and Support Services* owed for these *Cloud Services* or *Rental Software*. No additional remuneration shall be payable for this. Unless otherwise agreed, Section 9 (SP) shall apply accordingly to *Maintenance and Support Services* relating to *Updates* as *Work Results* of *Additional Services*.

10.4 **Updates to the Work Results of the Additional Services**

If the Contractor provides *Porsche* with any *Updates* to the *Work Results* of the *Additional Services* within the scope of the provision of the *Contractual Services*, including any rectification of defects and/or agreed *Maintenance and Support Services*, all provisions of these *GTC IT* applicable to the *Work Results* of the *Additional Services* shall also apply to these *Updates*, unless expressly agreed otherwise. For the avoidance of doubt: If the *Work Results* of the *Additional Services* are *Customised Software* to which *Porsche* has been granted exclusive rights pursuant to Clause 10.2 (SP), *Porsche* shall also receive exclusive rights to any *Updates* to the *Customised Software*.

11. Defect Rights

11.1 The agreed quality, functionality and availability of the *Contractual Services* provided, particularly the *Cloud Services* and/or *Rental Software* and *Documentation*, are defined in the provisions of the *GTC IT* and, where applicable, in the *Porsche Service Description* (if available) and/or other agreed specifications for the *Contractual Services*. Any rights arising from defects shall be determined in accordance with the statutory provisions, subject to the provisions of these *GTC IT*.

11.2 The Contractor shall observe any agreed *Service Levels* when rectifying defects. If it is not reasonable to expect *Porsche* to wait until the defect has been remedied, particularly because the remedy of a defect is very extensive, the Contractor shall, without prejudice to its obligation to remedy the defect, provide a reasonable replacement or workaround solution free of charge on short notice in order to minimise the impact of the defect on *Porsche*'s business operations. This shall not affect any other rights arising from defects.

12. Termination and migration support

12.1 Upon request, the Contractor undertakes to assist *Porsche* to a reasonable extent and in return for separate, market-standard remuneration (where not already covered by the *Contractual Services* provided) in enabling the complete or partial transition to another technical solution and/or another provider with uninterrupted availability of the affected services, content, processes and/or systems (migration support).

12.2 This shall not apply if (i) the Contractor has not provided the *Contractual Services* (in particular *Cloud Services*) for at least six (6) consecutive months by the time of the planned migration, or (ii) it would be unreasonable for the Contractor to provide migration support due to the special circumstances of a possible termination of the *Contract*.

12.3 Upon request, as part of the migration support, the Contractor shall, continue to provide the *Contractual Services* affected by any termination, under the previous terms and conditions, until the migration is complete, but for no longer than six (6) months after the termination date. However, if this results in demonstrably increased expenses for the Contractor, the Contractor may demand an appropriate adjustment to the remuneration.

12.4 Upon request and in return for separate, market-standard remuneration, as part of the migration support, the Contractor shall offer further reasonable services required for the migration. These services shall include, in particular, (i) supporting *Porsche* in drawing up a migration concept with detailed planning of the individual migration steps, (ii) cooperating with another provider to a reasonable extent in order to enable the latter to take over the migrated services, and (iii) offering *Porsche* other work equipment and rights necessary for the continuation of the migrated services.

13. Definitions

Unless already defined in the General Part of these *GTC IT*, the terms used in the *Contract* shall have the meanings assigned to them below:

Additional Services	means *Contractual Services* which the Contractor – to the extent agreed between *Porsche* and the Contractor – provides as additional services in connection with the other *Contractual Services*, in particular any installation, parameterisation, configuration and adaptation services, integration and implementation services, as well as training and consulting services.
Additional Services	means *Contractual Services* which the Contractor – to the extent agreed between *Porsche* and the Contractor – provides as additional services in connection with the other *Contractual Services*, in particular any installation, parameterisation, configuration and adaptation services, integration and implementation services, as well as training and consulting services.
Cloud Services	refers to the *Contractual Services* of the Contractor specified in the *Order/Call-off Order* with regard to the provision of cloud solutions, including in the Software-as-a-Service (SaaS), Platform-as-a-Service (PaaS) and Infrastructure-as-a-Service (IaaS) service models.
Contract Term	refers to the term of the *Contract* agreed in the *Order/Call-off Order*.
Contractual Services	means the services to be provided by the Contractor in accordance with the *Contract*, which are specified in the *Order/Call-off Order* and, to the extent applicable, described in more detail in the *Porsche Service Description* (to the extent available) and/or other agreed specifications for the services, including any associated ancillary obligations.
Customised Software	refers to *Software* that has been individually designed, created and/or adapted as a *Work Result* for *Porsche*. This also includes the individual adaptation of *Customised* or *Standard Software* (including *Cloud Services*) at source code level in accordance with *Porsche*'s requirements.
Documentation	refers to all documentation provided and/or required for the intended use of the *Contractual Services*, in particular user documentation (e.g. operating instructions, user manuals), administration documentation, system and operating documentation (e.g. operating manuals) and any development documentation (e.g. source code comments, documentation of the development history).
IP Rights	refers to all property rights and property right-like positions, including (i) copyrights and copyright-related rights of use, in particular any rights to *Software* (including underlying algorithms and *Documentation*), compilations, database works and databases under copyright law, (ii) rights to inventions and patents, designs, utility models, trademarks and other distinctive signs, (iii) rights to know-how, trade and business secrets, and (iv) any other intellectual and industrial property rights, regardless of whether they are registered or not, and including any applications thereof.
Maintenance and Support Services	includes *Maintenance Services* and *Support Services*.
Maintenance Services	means *Contractual Services* which require the Contractor to maintain and service (including any further development) *Software*, *Cloud Services*, hardware, *Documentation* and/or *Work Results*. *Maintenance Services* include, in particular, the provision of bug fixes, patches, updates, upgrades and new program versions.
Porsche Service Description	refers to the applicable service description of *Porsche* for the *Contractual Services* to be provided by the *Contractor* in accordance with the *Contract*.
Rental Software	means the *Standard Software* specified in *the Order/Call-off Order* and/or *Porsche Service Description* (to the extent available), with the exception of *Cloud Services*, which are provided to *Porsche* for temporary use within the scope of *the Contractual Services*.
Pre-existing IP Rights	means *IP Rights* that already existed prior to the conclusion of the *Contract* between *Porsche* and the Contractor or that arise after the conclusion of the *Contract* from results created by the Contractor outside the *Contract* with *Porsche* (and without using *Porsche Data*, *Free-Issue Items* or *IP Rights* of *Porsche*).
Service Level	refers to the service level agreed between *Porsche* and the Contractor in the *Order/Call-off Order* and/or applicable *Porsche Service Description* (to the extent available), including the applicable annexes or other documentation referred to, for the *Contractual Services*.
Software	means application software, firmware, operating systems, computer programs and any other software.
Standard Software	means *Software* that has not been specifically designed, developed and/or adapted for *Porsche* and is generally available on the market to a number of customers.
Support Services	refers to *Contractual Services* for which the Contractor is obliged to provide user support, for example within the scope of a call center and/or help desk, and within the scope of which the Contractor must accept user queries, respond to them appropriately and remedy any malfunctions and errors in an appropriate manner.
Updates	means updates, upgrades and other new program versions/releases of *Software*, including bug fixes and patches, as well as other adjustments, renewals and additions to *Software*, *Cloud Services*, hardware, *Documentation* and/or *Work Results*.
Work Results	means all work products, works, developments, inventions, services and other results developed, created, provided and/or made available by the Contractor in connection with the performance of the *Contractual Services*, including any preliminary stages and any draft and documentation material, which (i) were commissioned, instructed or otherwise arranged by *Porsche*, and/or (ii) developed, created, provided and/or made available by the Contractor using *Porsche Data, Free-Issue Items* and/or *IP Rights* of *Porsche* or its licensors. *Work Results* include, in particular, any computer programs, in source and object code and all other forms of code (including underlying algorithms) as well as related *Documentation*, APIs, applications, architectures, data directories, databases, data collections, documents, test and development reports, training materials, methods, procedures, samples, models, specifications, concepts, designs, drafts, illustrations of a scientific or technical nature (e.g. drawings, plans, sketches, tables), CAD data sets, diagrams, charts, illustrations and other materials .