

VW AG General Terms and Conditions of Purchase / General Procurement Division for Accompanying IT Services associated with a service ordered by VW AG under the VW AG General and Special Terms and Conditions of Purchase - General Procurement (“BITL-EKB”)

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1. Scope of BITL-EKB

These BITL-EKB apply to any accompanying IT services provided by the Contractor that are provided to VW AG in connection with contracts, for which the VW AG General and Special Terms and Conditions of Purchase - General Procurement - apply. These terms and conditions do not apply, if in the same contract the Volkswagen AG General Terms and Conditions of Purchase for Services in the Field of Information Technology (IT) and/or the Electronic Information and Communication (TC) apply.

2. Definitions

The terms used in these BITL-EKB have the following meaning:

- 2.1. "Contractor" refers to the contractual partner of VW AG.
- 2.2. "Accompanying IT Services" refers to all services included in the scope of these BITL-EKB, including the Embedded Software itself, in particular hardware, Cloud Services, Telecommunication Services and Maintenance Services.
- 2.3. "BITL-EKB" refers to these VW AG General Terms and Conditions of Purchase/ General Procurement Division for Accompanying IT Services in connection with a service ordered by VW AG under the VW AG General and Special Terms and Conditions of Purchase - General Procurement.
- 2.4. "Cloud Services" are services provided by the Contractor where the Contractor enables access to accompanying IT services via a network environment (e.g., Internet), particularly Embedded Software, or provides various services that are related to accompanying IT services, particularly Embedded Software.
- 2.5. "Copyleft Effect" means the use of Free And Open Source Software, which is under a Copyleft License and a result of which any modification of the software ("any derivative work") must likewise be classified as a Free and Open Source Software under a Copyleft License.
- 2.6. "Copyleft License" is a form of use and licensing terms for Free And Open Source Software, which can result in that software components that are integrated into or connected with the respective Free and Open Source Software likewise having to be distributed under the respective terms of use and license conditions for Free And Open Source Software.
- 2.7. "Embedded Software" means software that is required to use the Overall Service in accordance with the Contract during its entire life cycle or in separate stages thereof (e.g., planning, production, commissioning, operation, decommissioning, dismantling and disposal). This shall include in particular (a) software that is integrated into hardware, (b) software that is required for the intended use of the Overall Service (e.g. operating systems), that enables or facilitates such use (e.g. SDK), irrespective of whether it is already installed on the hardware at the time of transfer to VW AG, has to be installed at a later time or is provided via a Cloud Service, and (c) interfaces to the Overall Service or other (IT) systems.
- 2.8. "Free and Open Source Software" or "FOSS" refers to any software that is subject to license terms, the essential obligation of which is to include the transfer or disclosure of the source code of the software upon its distribution.
- 2.9. "Overall Service" refers to the service ordered by VW AG under the Contract based on the VW AG General and Special Terms and Conditions of Purchase - General Procurement, which also includes Accompanying IT Services as a component.
- 2.10. "Maintenance Services" are services whereby the Contractor is obliged to

correct errors and defects of the Accompanying IT Services within agreed times as well as the enhancement of the Accompanying IT Services by providing patches, updates, upgrades and new program versions for the Embedded Software.

2.11. "Infringements of Intellectual Property Rights" refer to the violation of rights of third parties, including industrial property rights (e.g., patents) and corresponding applications, copyrights and legally protected trade secrets by Accompanying IT Services, particularly the Embedded Software and/or their contractual or intended use.

2.12. "Security Test Measures" are measures to detect IT security relevant errors, weaknesses or security vulnerabilities. In particular, these include explorative, offensive test procedures or investigations (especially performance tests, stress tests, penetration tests, analysis of hardware and software components used, decompiling or reverse engineering of software) which aim at penetrating computer or network systems or analyzing, testing or adapting hardware or software.

2.13. "Specific Adaptations" refers to (a) the part of Embedded Software that is developed specifically for VW AG or (b) adaptations of pre-existing Embedded Software. Specific Adaptations are Embedded Software unless special provisions apply to them.

2.14. "Support Services" are services for which the Contractor is obliged to provide user support. The Contractor shall accept and respond to user requests, e.g., via call center or help desk and respond and resolve any defects or errors.

2.15. "Telecommunication Services" are services in the field of electronic information and communication.

2.16. "Contract" refers to (a) a purchase order or framework purchase order issued by VW AG with respect to an offer by the Contractor or with respect to a negotiation protocol or (b) a call-off order issued by VW AG under a framework purchase or (c) a (individual) contract concluded between VW AG and the Contractor.

2.17. "VW Data" refers to personal and non-personal data

(a) that constitutes the contractually owed service, work results or parts thereof or that the Contractor transfers himself or makes available through a third party commissioned by the Contractor to VW AG in connection with the contractual performance,

(b) that VW AG transmits or makes accessible to the Contractor through a commissioned third party by VW AG,

(c) that the Contractor or a third party commissioned by the Contractor creates, collects, stores, or otherwise processes on behalf of VW AG, or

(d) that the Contractor creates, collects, stores or otherwise processes in connection with the contractual performance as permitted by law without order of VW AG and to the extent such data is

(aa) is stored on media (or parts thereof) that is in the ownership of VW AG, or in the possession at the time of storage, that subsequently passes into the possession or ownership of VW AG or to which VW AG is entitled to demand ownership or possession, or

(bb) it is stored on other media (in particular in the Cloud) that is allocated to VW AG either contractually (e.g., the Cloud area contractually assigned to VW AG) or

as a factual matter (e.g., VW AG has access rights or VW AG as product owner) or (e) that are generated by vehicles, systems, devices or other technical facilities or equipment that VW AG manufactures or places in the stream of commerce or which VW AG uses – especially in connection with production.

3. Contractual basis

3.1. These terms and conditions are applicable in addition to the VW AG General and Special Terms and Conditions of Purchase - General Procurement and the further agreed order-specific VW AG Terms and Conditions of Purchase / General Procurement Division for Accompanying IT Services exclusively.

3.2. Should VW AG accept license terms / terms of use of the Contractor or of third parties expressly in writing, only those provisions which regulate the type and scope of the rights of use shall apply. No other regulations shall apply, in particular, those relating to warranty, liability, applicable law and/or jurisdiction.

3.3. Contractual bases are – where existing and unless otherwise agreed – in the following order of precedence:

3.3.1. the purchase order of VW AG

3.3.2. the negotiation protocol or the negotiation protocols in their chronological order

3.3.3. the BITL-EKB

3.3.4. the VW AG General Terms and Conditions of Purchase – General Procurement Division and other included VW AG General and Special Terms and Conditions of Purchase - General Procurement

3.3.5. the supplemental agreement for the consent to use Free and Open Source Software as part of the Accompanying IT Services

3.3.6. the Specifications for Production Equipment 1.01

3.3.7. the request for quotation and service description (each particularly, but not exhaustively, the specifications) of VW AG.

3.4. Additionally provisions applicable within the scope of the contract, which the Contractor may view, save and print out under www.vwgroupsupply.com are, in particular,

3.4.1. the VW AG requirements on information security and IT security;

3.4.2. where the Contractor has access to VW AG systems, the applicable security guidelines and concepts;

3.4.3. to the extent the Accompanying IT Services include Cloud Services, the general requirements of Volkswagen AG for information security in relation to Cloud Services.

4. Accompanying IT Services and provisions regarding Embedded Software

4.1. Unless expressly agreed otherwise in the contract, the Contractor shall ensure that the Accompanying IT Services comply with the agreed quality, or in the absence of an agreed quality, in the generally accepted quality and according to the current state of the art and shall continually check and ensure that the use of the Overall Service by VW AG is in accordance with the provisions of the contract and is suitable for the intended use. There is no separate compensation for the Accompanying IT

Services in addition to the contractually specified amount.

4.2. In case of Specific Adaptations of the Embedded Software by the Contractor has to ensure that the Embedded Software complies with the current programming standards and shall use code scanning tools to check and document if the software complies with the agreed or generally accepted quality standards. The detailed code scanning documentation (result reports of the scans agreed with VW AG) is to be handed over to VW AG with the Specific Adaptations.

4.3. The Contractor shall check the Embedded Software and/or data carrier using a current anti-virus software before providing it to VW AG and ensure that the Embedded Software and/or data carrier does not contain malware (software with malicious functions), computer viruses or worms, Trojan horses or similar. The Contractor shall use up-to-date software security tests before providing it to VW AG to ensure that the Embedded Software does not contain any critical vulnerabilities that could violate the integrity and confidentiality of the VW AG systems and VW data or that of connected third parties and shall prove this to VW AG, e.g., by submitting certificates.

4.4. As a main contractual obligation, the Contractor undertakes to document the Embedded Software in a technically verifiable manner, create user documentation and hand it over to VW AG.

4.5. Specific Adaptations shall be handed over to VW AG together with the source code and programming documentation.

5. Free and Open Source Software

5.1. Free And Open Source Software may only be contained in Embedded Software if this has been agreed in advance by VW AG in writing. This also applies if the relevant license terms for the Free And Open Source Software expressly permit this usage both in the original and in modified or in any other form. If the Contractor intends to use Free and Open Source Software in the Embedded Software, the Contractor undertakes as a material obligation to inform VW AG without undue delay in writing (a) which Free And Open Source Software components are to be used, (b) which copyright notices and license terms are relevant in this regard and to provide VW AG a copy of same to and (c) to confirm explicitly to VW AG that no Copyleft Effect is triggered on the basis of which the Embedded Software would be classified in whole or in parts as Free And Open Source Software. The Contractor shall, in particular, confirm that no proprietary software components are covered by the Copyleft Effect. Where the use of Free and Open Source Software is permitted pursuant to this section, the Contractor is obliged to ensure that the use of the Free And Open Source Software does not restrict the contractual and intended use of the Embedded Software by VW AG. The Contractor shall provide the information on (a) and (b) in a format specified by VW AG.

5.2. If VW AG requests a certification according to ISO/IEC 5230:2020(E) from the Contractor prior the time of contracting, the Contractor undertakes as one of its essential contractual obligations either to furnish proof in suitable form of such certification by an outside certification provider at the time of contracting or have such certification carried out by an outside certification provider and to furnish proof thereof within six months of the time of contracting.

5.3. If the Contractor provides Embedded Software to VW AG, which contains Free And Open Source Software without VW AG's prior consent or if the consent of VW AG is based on culpably incomplete or inapplicable information provided by the Contractor within the meaning of section 5.1., VW AG shall be entitled, at its discretion, to withdraw from the Contract or request that the Contractor replace the Free And Open Source

Software with equivalent proprietary software; section 10.1 (sentences 3 and 4) shall apply accordingly.

5.4. The Contractor shall indemnify VW AG without limitation against all third-party claims and associated costs arising from the use of Free And Open Source Software. Section 10.4 shall apply accordingly.

5.5. To the extent required under the respective terms and conditions of the Free And Open Source Software, the Contractor shall deliver the source code of the Free And Open Source Software to VW AG at the latest along with the Embedded Software.

6. Cloud Services

6.1. To the extent Cloud Services are required for the use of the Overall Service, the provisions of this section 6 shall apply in addition.

6.2. The Contractor shall provide VW AG with the necessary information and tools (e.g., usernames, passwords, access keys or access software) required to use the Cloud Services in good time prior to startup and on request at any time during the Contract period at no cost.

6.3. The provisions set out in section 5 apply accordingly, insofar as the provision of the Embedded Software involves (a) Free And Open Source Software or parts thereof being stored on systems and/or products of VW AG or third parties, whereby only temporary storage is sufficient (e.g., loading a copy into the memory), or (b) a Copyleft Effect (e.g. with remote access) is triggered.

6.4. Cloud Services are subject to approval by VW AG in writing prior their startup. Renumeration agreed for the creation shall not be due prior to approval, nor shall the period (rental period) commence.

6.5. Unless agreed otherwise in the Contract, the availability of the Cloud Services shall be at least 99.98% based on the calendar month.

6.6. The Contractor shall provide Maintenance Services on an ongoing basis for the Cloud Services for no additional remuneration and adapt the Cloud Services to the current state-of-the-art.

6.7. To the extent support services are not already included in the Contract, the Contractor shall, upon VW AG's request, offer support services to VW AG at usual market rates.

6.8. The Contractor shall perform or facilitate data backups on a regular basis. The data backups are to be performed or facilitated in reasonable proportion to the risk of loss and damage, but at least on a daily basis. The Contractor shall ensure that the data backups are suitable for preventing the loss of VW Data. The backup copies containing the VW Data shall be handed over upon VW AG's request.

6.9. The Contractor is not entitled to make changes to the file format of VW Data without the prior consent of VW AG, unless this is essential in order to provide the Accompanying IT Services; the Contractor must inform VW AG thereof without undue delay in writing.

6.10. Before the Contractor implements changes (e.g., interfaces) to the Cloud Services that are of relevance to VW AG, the Contractor shall provide VW AG in good time with information in writing that is required for uninterrupted continuation of the contractual use of the Cloud Services. If such changes result in additional expenses for VW AG, the Supplier shall reimburse these expenses to VW AG.

6.11. In providing the Cloud Services, the Contractor shall comply as a minimum with

the requirements and standards of the German Federal Office of Information Security's basic IT Protection standard (BSI).

6.12. The Contractor shall only process VW Data at the contractually agreed locations and shall not change the location of the processing without consent of VW AG in writing. This shall also apply to external backup servers as well as the disaster data centers used in the event of failure of applications, software and/or infrastructure or in case of a contractually described emergency.

7. Telecommunication Services

7.1. In the context of providing Telecommunication Services, the Contractor shall comply with the relevant regulations under telecommunications law and, in particular, shall observe telecommunications secrecy. The Contractor shall commit its employees and vicarious agents deployed in the provision of Telecommunication Services to comply with telecommunications secrecy.

7.2. To the extent the Contractor is ordered by a public authority to suspend or terminate Telecommunication Services to VW AG, the Contractor shall notify VW AG of this in writing without undue delay. The Contractor shall in any case make every effort to oppose the order to suspend or terminate. The Contractor shall in any case limit the suspension or termination to an absolute minimum.

7.3. If, from a perspective of telecommunications law, VW AG is deemed to be a telecommunications provider or a responsible party in some other respect, the Contractor shall deliver its Telecommunication Services in such a manner that VW AG can fulfill its obligations under telecommunications law. The Contractor shall, in particular, take account of any notification and emergency call obligations as well as customer and data privacy obligations of VW AG in this respect.

8. Maintenance Services

8.1. Upon VW AG's request, the Contractor shall offer Maintenance Services for the Accompanying IT Services. Within the scope of Maintenance Services, the Contractor resolves defects and malfunctions within the agreed time period, but in any case, within an appropriate period with respect to the risks and effects of the defects and malfunctions.

8.2. For all patches, updates, upgrades or program versions, section 9 shall apply accordingly.

8.3. Defects in software parts provided by the Contractor as part of Maintenance Services as well as defects incurring by the interaction of software parts with the maintained Embedded Software shall be remedied in accordance with the corresponding contractual provisions for the performance of the Maintenance Services.

9. Ownership, rights of use and rights to VW Data

9.1. The Contractor grants VW AG irrevocable rights to use the Embedded Software unlimited in time, territory or content in any type including the right to edit, translate, duplicate, distribute, broadcast and make available to the public; such rights may be transferred and sub-licensed to VW Companies or to other companies subject to an agreement between the parties. If the Contractor grants VW AG rights to use the Embedded Software for a certain number of users, this number of users may, in case of doubt, access the software/systems simultaneously (concurrent user license). Users within the meaning of this section are VW AG employees and third parties who have a business relationship with VW AG or are commissioned by VW AG.

9.2. Regarding Specific Adaptations, the Contractor grants VW AG exclusive, irrevocable, transferable, sub-licensable to use unlimited in territory or content in any type of use, including the right to edit, translate, duplicate, distribute, broadcast and make it available to the public.

9.3. If Cloud Services are required for the use of the Overall Service, the Contractor grants VW AG non-exclusive, irrevocable right to properly and contractually use the Accompanying IT Services provided via Cloud Services unlimited in territory or content; such rights can be transferred or sub-licensed to VW Companies and other companies subject to an agreement between the parties.

9.4. In relation to the Contractor, VW AG shall be entitled to all VW Data as a marketable asset product in the sense that exclusive commercial rights of exploitation and disposal of that asset are assigned to VW AG. VW AG is in particular entitled, at its own discretion to use the VW Data in particular to reproduce, process, transfer to third parties or exploit VW Data, provided this is not prohibited by any mandatory legal provisions. The Contractor is entitled to use VW Data to the extent necessary to provide the Overall Service to VW AG. To the extent VW AG is under applicable law subject to an obligation to provide third parties with access to data, the Contractor shall implement no measures that impede or prevent providing such access. In such cases, the Contractor shall raise no claims against VW AG (particularly no claims for remuneration or damages).

9.5. VW AG carries out necessary Security Test Measures due to fulfill legal requirements, general IT security standards and/or due to the recognized state of the art. The Contractor grants VW AG – to the extent necessary to carry out the Security Test Measures – the right to test, examine and edit the Overall Service, especially to remove, cancel or avoid program protection measures. The Contractor will obtain all necessary consents of third parties (especially its suppliers) whose rights could be violated by Security Test Measures. The information obtained through Security Test Measures is used exclusively for purposes of product, IT and data security. In all other respects, modifications, translations and de-compilations may only be carried out to the extent necessary for the intended use of the Embedded Software, including correction of errors as well as for establishing interoperability with other systems and programs used by VW AG.

9.6. All rights within the meaning of this section 9 and other rights granted within these BITL-EKB can be exercised by third parties engaged by VW AG, provided the rights are only exercised for the purpose of fulfilling VW AG's engagement. VW AG can especially engage third parties for performing Security Test Measures; such third parties include, in particular, IT security companies, IT security experts, provider of platforms or initiatives to identify security vulnerabilities (Bug-Bounty-Programs) and/or participants of Bug Bounty-Programs.

9.7. If the delivery objects are transferred permanently to VWAG as a part of the Overall Service, the Contractor shall grant VW AG ownership of (physical) delivery objects upon their creation and in their respective processing status. The Contractor is obliged to transfer ownership of the delivery objects to VW AG free from third party rights.

10. Infringements of Intellectual Property Rights

10.1. In the event of Infringements of Intellectual Property Rights, the Contractor shall make every reasonable effort within the context of substitute performance to ensure compliance with the Contract, in particular, through the acquisition of rights. If this does not succeed, the Contractor shall provide VW AG with Accompanying IT Services that

are of equal value to VWAG but do not infringe third party rights (workaround solution). The workaround solution shall only be deemed of equal value if it does not or only insignificantly restricts the agreed or intended usability of the Accompanying IT Services or the Overall Service for VW AG. The Contractor shall bear the costs of the workaround solution and any required modification of the Overall Service, unless the Contractor is not responsible for the violation of third party rights.

10.2. If the Contractor becomes aware of circumstances which could result in an Infringement of Intellectual Property Rights, the Contractor shall inform VW AG immediately and comprehensively in writing about this and the further progress in the matter. This applies in case of existing or threatening judicial or extrajudicial disputes, even if the Contractor is not involved in such disputes.

10.3. The Contractor shall indemnify VW AG against all third party claims and any related expenses without limitation as a result of Infringement of Intellectual Property Rights (including claims of involved authors) within the period of limitation for defects, unless the Contractor is not responsible for such infringements.

10.4. In the event that claims are asserted against VW AG due to Infringement of Third Party Rights, the Contractor is obliged to independently conduct the legal defense for VW AG at its own expense. To the extent necessary and at the Contractor's expense, VW AG shall assist the Contractor to the reasonable extent in its defense against third party claims. VW AG is entitled to undertake the legal defense itself but shall do so in consultation with the Contractor. In this case too, the Contractor shall be obliged to bear the necessary costs.

11. Rights to information, presentation and inspection

The Contractor is entitled to rights to information, presentation and inspection solely as provided in Sections 101 to 101b of the German Copyright Act (UrhG) and only after making an advance payment by VW AG in the amount of the reasonable internal and external costs expected to incur and after posting security by VW AG in a reasonable amount to cover the risk and potential damages as a result of the measure by depositing money or providing directly enforceable bank guarantee. Costs within the meaning of this section 11 are in particular expenses for verifying the legality of the requested measure, expenses for the proportionate, in particular data protection and confidentiality compliant planning and design of the requested measure as well as the expenses for the implementation of the requested measure including disadvantages arising from a restriction and/or withdrawal of use due to the requested measure; such costs are reimbursable in accordance with Section 101a para. 5 UrhG. The amount of the advance costs, the amount of a security as well as the location where the information, presentation or inspection shall be performed is determined by VW AG at its reasonable discretion; Section 315 of the German Civil Code (BGB) shall apply accordingly.

12. Audits

The Contractor shall grant VW AG the right, subject to prior announcement, to inspect and review all data relating and information to all business transactions between VW AG and the Contractor at the Contractor's premises – regardless of whether or not they constitute a trade secret under the German Trade Secrets Protection Act (GeschGehG), and to audit IT and data security measures. VW AG or third parties commissioned by VW AG may enter the Contractor's premises during normal business hours for this purpose. The costs of such audits shall be borne by the Contractor if violations of the Contract and/or these BITL-EKB are discovered unless the Contractor

is not responsible for such violations.

13. Binding text version

These BITL-EKB are available in the original German version and English language version, whereby the German original version shall prevail in case of contradictions.