

General Purchasing Terms and Conditions for Works, Services and IT Services for Companies of the Körber Group (March 2026)

1. SPHERE OF VALIDITY

1.1. Services rendered by the Contractor (CR) for companies of the Körber Group as the Customer (CS) shall be rendered exclusively in accordance with these General Purchasing Terms and Conditions for Works, Services and IT Services (Purchasing Terms and Conditions) as well as any other written agreements between the parties.

1.2. Upon the submission of an offer, these Purchasing Terms and Conditions shall be considered to have been accepted by the CR.

1.3. The General Business Terms and Conditions of the CR shall themselves then not become a contractual component even if the CS does not expressly object to them.

1.4. These Purchasing Terms and Conditions shall be valid until their revocation by the CS, including for all future services rendered by the CR even if they have not once again been expressly agreed. Any agreed deviations shall be valid only for the services for which they have been confirmed in writing by the CS.

1.5. Services in accordance with these Purchasing Terms and Conditions shall be considered to be works and services of all kinds including, among others, consulting services, development work, transport services, cleaning work, maintenance work and installation work. For the purposes of these Purchasing Terms and Conditions, also IT Services shall be included, such as (i) the grant of licenses to software (Section 19), (ii) the provision of maintenance and support services (Section 20), (iii) services in the area of Software-as-a-Service (SaaS) (Section 21), and (iv) any other services of any kind in the IT sector, including but not limited to consulting and advisory services as well as IT infrastructure services (Section 22).

2. CONCLUSION OF THE CONTRACTUAL AGREEMENT

2.1. Services shall be rendered only based upon the orders issued by the CS. Orders issued by the CS shall be considered to be binding only if they have been issued by the CS in writing or electronically.

2.2. The acceptance of the order must be confirmed in writing by the CR within five working days.

2.3. Oral commitments, ancillary agreements, information, etc. shall be considered to be binding only if they have subsequently been confirmed in writing by the CS or if the CS has waived the written form requirement in writing.

2.4. The CS's order number must be stated on all written correspondence including on the invoices.

3. GENERAL REQUIREMENTS FOR THE IMPLEMENTATION OF THE SERVICES

3.1. The scope of services shall be determined based upon the order issued by the CS.

3.2. The CR shall render the services personally and shall not be permitted to obligate the CS vis-à-vis third parties. The involvement of third parties shall require the CS's prior written consent.

3.3. The CR shall implement the services and his assigned work duties independently and at his own responsibility. Only the CR shall be authorized to issue instructions to his employees.

3.4. During the rendering of his services, the CR shall deploy only carefully-selected and qualified employees. In this regard, he shall safeguard particularly the CS's interest in continuity. Upon the CS's request, the CR shall replace the employees who do not possess the required technical expertise or otherwise restrict the fulfilment of the contractual agreement. The CR shall assume the additional expenditures incurred in this regard.

3.5. The CR shall be responsible for the fulfilment of the contractual obligations by his employees (particularly confidentiality and data protection). The CR must refer all deployed employees to the relevant provisions and control the adherence thereto.

3.6. In the event that services are rendered on the CS's premises, the CR must fulfil the safety and information guidelines that are valid there which the CS has provided to the CR.

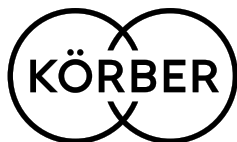
3.7. The CR shall be obliged to notify the CS upon a regular basis of the work progress attained during the rendering of the services and to promptly notify the CS in writing of all sets of circumstances which (could) restrict the contractual fulfilment. After services have been rendered in full, the CR shall do the accounting work for his services and hand over to the CS everything which he has obtained as the result of the rendering of services for any reason.

3.8. The CS may, at any time, demand changes to the contractual services. The CR may object to the changes insofar as the implementation of the changes is unreasonable for him. The CR shall submit a written offer to the CS for supplemental or more extensive services. Section 3.1 shall be valid analogously.

3.9. Insofar as this is possible, both economically and technically, the CR shall be obliged to use environmentally-friendly products and processes. The CR is obliged to inform the CS about its greenhouse gas emissions on both product and company level within the scope of an ongoing supplier assessment and shall transmit the requested information via database platform provided by the CS.

4. RIGHTS TO WORK RESULTS

4.1. The work results, which are created by the CR or, at his mandate, by third parties for the CS, in any form, all models or other materials as well as all rights including any patent and intellectual property rights for them shall be transferred upon their creation solely and irrevocably into the unrestricted ownership of the CS.



The same shall apply to content and to the data generated by means of the software. Furthermore, the CR shall irrevocably grant to the CS the usage and exploitation rights, which are transferable, sub-licensable as well as unrestricted by territory, content and time, in all usage and exploitation forms for the contractually-agreed purposes or the purpose prescribed in the contractual agreement for all of the aforementioned work products which are protectable by copyright. Moreover, the aforementioned usage and exploitation rights shall be exclusively granted for work results that are individually created for the CS. Insofar as the CR provides a work result to the CS which contains existing rights before the rendering of services, the CR shall irrevocably grant to the CS a usage and exploitation right to it which is non-exclusive, transferable, sub-licensable and unrestricted by territory, content and time. In the event of the provision of the CR's standard software, the provisions of Sections 19 to 21 shall take precedence.

4.2. The CR shall ensure that his personnel or auxiliary personnel who are participating in the rendering of services or his commissioned third parties shall assert no rights derivable from personal copyrights or other intellectual property rights. Upon the initial request from the CS, the CR must ensure that the relevant employees have granted any required approval for the registration of intellectual property rights and/or a Declaration of Assignment of the rights to the work results.

4.3. The CR shall be entitled to retain a copy of the work results in order to document the services which he has rendered. The CR shall be entitled to no additional rights, particularly a right of reproduction or dissemination.

4.4. All claims regarding the rights transferred or granted in accordance with this Section 4 shall be considered to have been settled in full through the payment of the fee specified in Section 10.

5. STATUTORY REQUIREMENTS AND QUALITY ASSURANCE

5.1. The CR shall be obliged to follow the legal requirements which are valid for the services to be rendered at the place of performance as well as the delivery destination, particularly regarding accident prevention, workplace safety, machine safety and environmental protection.

5.2. The CR must implement a quality assurance system which, based upon the respective type and scope, is suitable and corresponds to the latest state of the technology and to document this to the CS upon request.

5.3. The CR shall conclude a corresponding Quality Assurance Agreement with the CS upon the CS's request.

5.4. If the CS has claims asserted against it owing to the violation of the statutory provisions, particularly regarding safety guidelines, the CR shall be obliged to indemnify the CS and the latter's customers from all claims insofar as they have been created by the services rendered by the CR.

6. CONFIDENTIALITY AND DATA PROTECTION

6.1. The CR shall be obliged to treat all information, such as technical, commercial and organizational details which become known to him through the business relationship with the CS, as a business secret and to keep it confidential and not make it available to third parties for the duration as well as after the completion of the rendering of services. Excepted from this shall be information which is, or becomes, generally known without any violation of this provision.

6.2. The CR shall use the information and documents, which have been or are made available to him during the cooperation with the CS, only for the rendering of the services for the CS. The same shall be valid for the results, data and know-how created in conjunction with this contractual agreement.

6.3. The CR shall be obliged to protect all of the CS's business secrets against unauthorized third-party access in accordance with the current state of the technology standards. If the CR has indications that unauthorized third parties have possibly obtained knowledge of the CS's business secrets, then he must promptly notify the CS of this and, in consultation with the CS, introduce the required measures.

6.4. The CR shall be obliged, after the completion of the rendering of his services, to return to the CS all information, data, documents and storage media that have been received. Moreover, the CR shall remove this information from his data processing systems as well as, as the CS so chooses, return any physical documents to the CS or permanently delete the data. Upon the CS's request, the CR shall document, and confirm in writing, the complete return or destruction thereof.

6.5. The CR shall be obliged to follow all data protection law provisions as amended.

6.6. Insofar as the CR processes personal data on behalf of the CS, the Parties shall conclude a data processing agreement in accordance with the requirements of Article 28 GDPR.

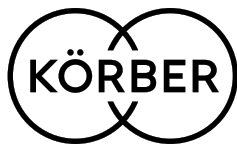
6.7. For each culpable violation of one of these obligations, the CR shall owe the CS a contractual penalty in the amount of 5% of the respective order value. Any damage compensation claims and the claim to the services being rendered by the CS shall remain unaffected by this contractual penalty.

7. DELIVERY TIMEFRAME, CONTRACTUAL PENALTY AND SUBSTITUTE PERFORMANCE

7.1. Any agreed deadlines and timeframes shall be binding. The following shall be definitive for their fulfillment: The rendering of the complete services or, insofar as this has been agreed, the acceptance of the services by the CS at the specified destination.

Services must be rendered during customary business hours. The CS must be asked when its customary business hours are.

7.2. Any early rendering of services may be undertaken only subject to the CS's written consent and shall not affect the agreed payment date.



7.3. The CR must promptly notify the CS in writing of any foreseeable delays in meeting the agreed deadlines and timeframes while stating the reasons for this delay and the anticipated duration of the delay.

7.4. In the context of orders, the parties may agree on a separate regime of contractual penalties, in particular within the framework of SLAs. Unless otherwise agreed in the respective order, the following shall apply: In the event that there is a delay in meeting the agreed deadlines and timeframes for which the CR is at fault, the CR shall, without any additional warning letter being required, be considered to be in delivery default and shall owe the CS the payment of a contractual penalty. The contractual penalty shall amount to 0.2% of the order value per workday begun of the delay, but nonetheless up to a total maximum amount of 5% of the order value which is applicable up to the point in time that the delivery default occurs. The CS may reserve the right to assert the contractual penalty until the final payment has been made. Damage compensation claims and the claim to services being rendered by the CS shall remain unaffected by this contractual penalty.

7.5. Furthermore, after the fruitless lapsing of a notice period which has been appropriately set by the CS, the CS shall also be entitled to have the services rendered by a third party at the CR's expense.

7.6. The acceptance of belated services by the CS shall encompass no waiver of damage compensation claims.

8. SERVICE DISRUPTION, RESCISSION AND TERMINATION

8.1. If sets of circumstances, for which the CS is not responsible, result in a disruption or restriction of the operations of the CS or of a customer of the CS, for whom the services are intended, the right to render the ordered services shall be rendered invalid for the duration of the disruption or restriction of operations. In this regard, damage compensation claims upon the part of the CR against the CS shall be excluded.

8.2. The CS shall be entitled, in whole or in part, to cancel the order insofar as the services are no longer considered to be usable from an economical perspective based upon the sets of circumstances for which the CS is not responsible.

8.3. The CS shall be entitled, in whole or in part, to cancel an order insofar as an important reason exists to do so. An important reason shall be considered to be, among others, a case of natural catastrophes, importing and exporting restrictions, strikes, lockouts or other operational disruptions, both affecting the CS as well as the CR.

8.4. Furthermore, the CS shall be entitled to exercise the statutory rights of rescission and termination.

8.5. If the CS, in whole or in part, withdraws from the contractual agreement or exercises its right of termination, the payment claims of the CR shall be forfeited in respect of services not performed.

9. PLACE OF PERFORMANCE

Unless agreed to the contrary in writing, the place of performance for all services shall be the CS's commercial residence.

10. FEE

10.1. The fee shall be agreed in the order which the CS shall pay either based upon actual expenditures, as a recurring license or service fee or in the form of a lump-sum fee.

10.2. Unless expressly prescribed in the order, no additional fees shall be owed and, through the payment of the agreed fee, all claims for expenditures and fees shall be considered to have been settled which are required for the contractual fulfilment—including for insurance, transport, travel and food costs.

10.3. If a lump-sum fee or a recurring license or service fee has been agreed, this shall cover all expenditures and fees of the CR for all services owed for the affected order.

10.4. Insofar as the services are invoiced based upon actual expenditures (time and materials), the CS may at any time demand a cost limit from the CR unless such a cost limit was already agreed in the order. The cost limit shall have the significance of a binding planning basis for the services to be rendered. If it turns out that the cost limit cannot be fulfilled, the CR shall promptly notify the CS of this in writing, but nonetheless by no later than when 75% of the cost limit has been exhausted. The CS may undertake all measures which seem to it to be purposeful in order to avoid higher than expected cost expenditures, including an immediate cancellation without notice of the affected order. Any overruns of the cost limit must be renegotiated by the parties and shall be approved by means of a written order issued by the CS.

10.5. If a strict cost limit has been agreed in the order, this shall have the significance of a guaranteed maximum price for the services to be rendered. All additional costs arising from or in conjunction with the rendering of the services shall be assumed by the CR. Any additional costs for which the CS is responsible may result in an adjustment of the cost limit.

10.6. Services based upon actual expenditures shall be billed monthly in arrears. The CR must document his services based upon actual expenditures incurred. Only the acceptance certificates signed by the CS or other agreed performance records shall serve as proof that the services have been performed.

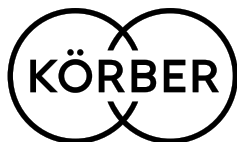
11. PAYMENT TERMS AND CONDITIONS

11.1. The payment timeframe shall begin to run upon the receipt of a proper, VAT-compliant invoice.

11.2. A proper invoice must fulfil the statutory directives as well as correspond to the data specified in the order. This includes, at a minimum, electronic invoicing as well as the order number and other classification characteristics. Any improper invoices shall only then be considered to have been validly received by the CS after they have been corrected and resubmitted.

11.3. Unless agreed otherwise, invoices must be issued in EURO.

11.4. Unless agreed to the contrary in writing, payments shall be rendered 30 days after the receipt of a proper invoice subject with a 3% discount, or 60 days net. Discount deduction shall also be permitted if the CS makes an offsetting or withholds payments owing



to defects; the discount timeframe shall begin to run after the complete elimination of the defect.

11.5. In the event of payment default, the CR shall be entitled to charge interest of 2.5% per year on the payment claim.

11.6. Payments from the CS shall constitute no acknowledgment of the services as being contractual. Payments shall be rendered subject to the proviso of belated claims.

12. ASSIGNMENT

12.1. The CR shall not be entitled to assign his payment claims against the CS or have them collected by third parties without the CS's consent.

13. ACCEPTANCE

13.1. Where the provision of work or an acceptance of the services by the CS has been agreed, the provisions set out in Section 13 shall apply.

13.2. The performance of the acceptance procedure requires that the work or services rendered by the CR are ready for acceptance. The CR shall notify the CS in due time prior to the agreed acceptance date that the work or services are ready for acceptance. Where necessary, the parties shall agree on acceptance criteria.

13.3. The acceptance test shall be carried out by the CS. The CR shall support the CS in the acceptance process free of charge to the extent requested by the CS. During the acceptance test, the CS shall examine the work or services for conformity with the contract. The work or services conform with the contract if it is free from defects.

13.4. If the work or services are largely free of defects or only subject to minor defects, the CS will declare acceptance.

13.5. Upon completion of the acceptance test, the parties shall draw up a joint acceptance protocol specifying the nature and scope of any defects identified. The CR shall remedy such defects within a reasonable period to be agreed with the CS.

13.6. The CS shall be entitled to refuse acceptance in the event of material defects. The CR shall remedy material defects without undue delay and shall make the defect-free work or services available to the CS again for acceptance.

13.7. The use of the work or services by the CS shall not constitute a declaration of acceptance. Deemed acceptance is excluded. Acceptance must in all cases be expressly declared in writing.

14. WARRANTY

14.1. The CR shall be liable for the careful, correct, timely and professional rendering of the agreed services.

14.2. The CR shall guarantee that the services are free of defects during the warranty period, correspond to the specifications, documentation and quality understandings agreed in the order, are suitable for the contractual usage as well as correspond to the current state of the technology and science as well as fulfil the applicable national and international legal directives, including the directives and guidelines issued by government agencies, trade associations and professional associations. If the CR has objections to the implementation method requested by the CS, then he must promptly notify the CS of this in writing.

14.3. The warranty period shall be 24 months, unless otherwise agreed in writing.

14.4. The warranty period shall commence upon acceptance of the services by the CS. Where no provision of work or acceptance of the services has been agreed, the warranty period shall commence upon the complete performance of the services.

14.5. Where no provision of work or acceptance of the services has been agreed, the CS shall inspect the services within an appropriate timeframe for externally recognizable quality and quantity devices. Any defects that are discovered shall be promptly reported to the CR.

14.6. Any quality and quantity discrepancies which are not externally recognizable shall be reported to the CR as soon as they have been discovered during the course of ordinary business operations. The notification shall be considered to have been promptly rendered if it is rendered within a timeframe of 10 working days after the defect is discovered.

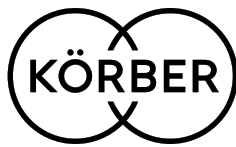
14.7. In the event that defects arise within the warranty period, the CS shall be entitled, in addition to the statutory warranty claims, to also demand a free-of-charge rectification of the defective services or to undertake a discount of the agreed fee whereby this discount corresponds to the reduced value.

14.8. The CR shall assume all expenditures created in conjunction with the identification and elimination of the defect.

14.9. If the CR does not fulfil the demand from the CS to eliminate the defect within an appropriate timeframe that has been set by the CS, the CS shall be entitled to undertake the required measures on its own, or have them undertaken by third parties, at the CR's expense. Insofar as the setting of a notice period is dispensable, the CS shall also be entitled to this right, even without the setting of a notice period.

14.10. Even without prior agreement, measures may be undertaken by the CS or by the CS's commissioned third party in order to eliminate small defects or in order to ward off disproportionately large damages or in order to avoid risks to the operational safety of the CS or of third parties at the CR's expense. The CS shall promptly notify the CR of the reason, type and scope of these measures. The CR's warranty obligation shall not be affected by this.

14.11. Warranty claims in respect of a notified defect shall become statute-barred after a period of 12 months, commencing with the notification of the defect.



14.12. For rectified or replaced services or portions thereof, the warranty period shall recommence upon the rectification or replacement of the defect.

15. THIRD-PARTY RIGHTS

15.1. The CR shall guarantee that the services rendered do not violate any third-party rights. The CR shall be obliged to indemnify the CS and its own customers from all damages and costs (including attorneys' fees) which the CS and its own customers incur as the result of a non-fulfilment of this guarantee promise.

15.2. The CR and the CS shall promptly notify each other of any discovered risks of a potential legal violation and ward off any corresponding claims by mutual agreement.

15.3. If third-party rights are violated by a contractual usage of the services, the CS shall be entitled, at the CR's expense, to acquire the required usage rights from the holder of the rights. The CR shall be obliged to support the CS in any out-of-court or court dispute with the holder of the rights.

15.4. Otherwise, in the event of legal defects, the CS's rights shall be determined in accordance with the statutory directives. The statute of limitations period for claims for legal defects shall amount to 10 years.

16. PROVISIONS UNDER LABOR AND SOCIAL INSURANCE LAW

16.1. The CR shall ensure that, during the rendering of services for the CS, all provisions of the German Minimum Wage Act and the German Act on Posting Workers are followed, particularly that the deployed employees receive the respectively-valid minimum wage and/or the respectively-prescribed industry minimum wage. Furthermore, the CR shall ensure that all social insurance contributions and dues owed to trade associations are properly remitted. Upon the CS's demand, the CR must document the fulfilment of the aforementioned provisions by submitting suitable documents in this regard.

16.2. The CR shall indemnify the CS from all claims and payment claims of third parties which are asserted against the CS owing to a violation of the obligations specified in Section 16.1.

16.3. If, during the rendering of the services for the CS, the CR commissions subcontractors to render such services, the assurance and indemnification obligation in accordance with Section 16.1 and 16.2 shall also extend to these subcontractors. Section 3.2 shall remain unaffected. Moreover, the CR shall be liable to the CS for any damages which the CS suffers as the result of the non-fulfilment of the obligations specified in Section 16.1.

17. CODE OF CONDUCT FOR SUPPLIERS

The CR undertakes to comply with the principles and requirements of the "Code of Conduct for Suppliers of the Körber Group" in its current revision, available at <https://www.koerber.com/en/compliance-and-code-of-conduct>. The CR shall comply with the laws of the applicable jurisdictions, in particular those of the

country of manufacture and destination. The CR shall neither actively nor passively, directly or indirectly, participate in any form of bribery, violation of the human rights of his employees or child labor. Furthermore, the CR will assume responsibility for the health and safety of his employees in the workplace, observe environmental protection laws and promote and demand compliance with this Code of Conduct from his suppliers to the best of his ability. The CR shall document compliance with the aforementioned principles and requirements by means of suitable business documents and make them available to the CS upon request and shall also use the database platform provided by the CS for this purpose. The CR agrees to a review of the obligations arising from the "Code of Conduct for Suppliers of the Körber Group", also on site at the relevant locations, and will provide appropriate support to the CS for reviews at its own expense. If there is any suspicion that the CS is not complying with the above principles and requirements, the CR shall provide the CS with comprehensive information on the specific facts upon request. If the CR culpably violates the aforementioned principles and obligations, the CS shall be entitled, without prejudice to further claims, to withdraw from the contract or to terminate the contract without notice after the unsuccessful expiry of a reasonable period of time to remedy the violation of obligations.

18. INFORMATION SECURITY/CYBERSECURITY

18.1. The CR shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of the CR's operations as well as work and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).

18.2. "CR Operations" means all assets, processes and systems (including information systems), data (including customer data), personnel, and sites, used or processed by the CR permanently or from time to time in the performance of a contract.

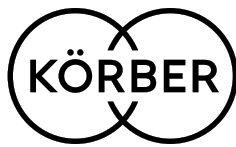
18.3. Should work or services contain software, firmware, or chipsets:

18.3.1 the CR shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in the work and the services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);

18.3.2 the CR shall continue to support and provide services to repair, update, upgrade and maintain the work and the services including the provision of patches to the CS remedying vulnerabilities for the reasonable lifetime of the work and the services;

18.3.3 the CR shall provide the CS a bill of materials identifying all third-party software components contained in the work and the services. Third-party software shall be up-to-date at the time of delivery to the CS;

18.3.4 the CS shall have the right but shall not be obliged to test or have tested the services for malicious



code and vulnerabilities at any time, and the CR shall adequately support the CS;

18.3.5 the CR shall provide the CS a contact for all information security related issues (available during business hours).

18.4. The CR shall promptly report to the CS all relevant information security incidents occurred or suspected and vulnerabilities discovered in any CR operations, work and services, if and to the extent the CS is or is likely to be materially affected.

18.5. The CR shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this Section 18.

18.6. Upon the CS's request, the CR shall provide written evidence of its compliance with this Section 18 including generally accepted audit reports (e.g., SSAE-18 SOC 2 Type II).

18.7. The CR is required to sign the most actual version of the addendum "Service Supplier Security Standards Körber AG" prior to receiving or processing CS information classified as "confidential" or "strictly confidential".

18.8. The CR is required to sign the most actual version of the addendum "Network Access Agreement for Project Scope Contractors" prior to receiving remote access to services hosted in the CS's network.

19. PROVISIONS FOR THE GRANTING OF SOFTWARE LICENSES

19.1. To the extent that the order involves the granting of software licenses, the following specific provisions shall apply in addition, unless otherwise expressly agreed in the order:

19.2. Insofar as the parties agree on a software purchase within the scope of the order, the following shall apply: the CR shall grant to the CS upon completion of the order a worldwide, temporally unlimited, freely transferable and freely sublicensable right in the CR's standard software covered by the order, including the user documentation (the "Contract Software"), to use the Contract Software for the contractual purpose agreed in the order.

19.3. Insofar as the parties agree on a software rental within the scope of the order, the following shall apply: the CR shall grant to the CS upon completion of the order a worldwide, freely transferable and freely sublicensable right, limited to the term of the rental agreement, in the CR's standard software covered by the order, including the user documentation (the Contract Software), to use the Contract Software for the contractual purpose agreed in the order. The term of the rental agreement is set forth in the order.

19.4. The specification of the Contract Software is set forth in the respective order.

19.5. The CS shall receive a copy of the Contract Software on a data carrier as well as a printed user documentation and installation instructions. If the Contract Software is delivered by means of a download as agreed, the CR shall make the Contract Software available to the CS on its website for access. The CR

shall communicate any password required for the access to the CS immediately. The user documentation must also be made available for download in this case.

19.6. The CS may reproduce the delivered program insofar as the respective copy is necessary for the use of the Contract Software. The necessary copies include, in particular, the installation of the program from the original data carrier onto the mass memory of the hardware used and the loading of the program into the main memory. In addition, the CS may make a copy for security purposes.

19.7. The CS may use the Contract Software on any hardware available to it. Unless otherwise expressly agreed in the respective order, this also includes use of the provided Contract Software within a network or other multi-station computer system, even if this creates the possibility of simultaneous multiple use of the program.

19.8. The reverse translation of the provided program code into other code forms (decompilation) and other types of reverse development of the various manufacturing stages of the Contract Software (reverse engineering), including a program modification, especially for the purpose of error correction or extension of the scope of functions, are only permitted if this is permitted under copyright law.

19.9. The removal of a copy protection or similar protection mechanisms is only permitted if the interference-free program use is impaired or prevented by these protection mechanisms.

19.10. The corresponding acts within the meaning of Sections 19.8 and/or 19.9 may also be entrusted to commercially operating third parties insofar as the CR has obliged them to maintain confidentiality.

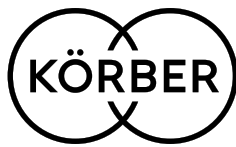
19.11. If agreed in the individual order, the CR shall conclude a trust agreement with a recognized trustee in order to deposit the source code of the Contract Software. The source code must be deposited in a state of the art commented version which is understandable to expert third parties. The terms of the trust agreement must conform to industry standards. The source code must be returned in all cases in the event of insolvency of the CR or in the event of discontinuance of its business and in the event of termination by the CS for good cause. The CS shall bear the costs, expenses and fees for depositing the source code.

19.12. The remuneration to be paid for the granting of the license is set forth in the order and is otherwise governed by the provisions of Section 10. Unless otherwise agreed in the respective order, the CS shall pay a flat fee for a software purchase and an ongoing fee for a software rental.

19.13. The provisions regarding payment are set forth in the order and the payment regime is otherwise governed by the provisions of Section 11.

19.14. In the case of material defects of the Contract Software, the provisions of Section 14 shall apply, subject to the provision, that in the case of software rental, the CR must maintain the contractual condition of the Contract Software in accordance with the specification during the entire term of the rental agreement.

19.15. In the case of defects of title of the Contract Software, the provisions of Section 15 shall apply.



19.16. Insofar as the CR has to make adaptations to the Contract Software for the CS in accordance with the order, the provisions of Section 4 shall apply with regard to the rights to such adaptations.

19.17. If the service also includes the supply of software or tools of other manufacturers (collectively "Third Party Software"), the CR shall grant the CS rights to the same extent as to the Contract Software and the CR shall ensure that the terms of the license agreed with the manufacturer provide for the granting of rights owed to the CS. The CR shall indemnify the CS on first demand against all claims and costs which the manufacturer asserts against the CS based on the use of the Third Party Software.

19.18. The CR shall inform the CS in writing, at the latest together with the order confirmation, whether the services contain open-source components and whether such components are subject to a copyleft effect. If the services contain open-source components, the CR shall comply with the obligations of all applicable open-source licenses and shall grant the CS all rights and provide all information necessary for the CS to comply with such license obligations. This shall include, in particular, (i) a list of all included open-source components and their versions, all applicable license texts and copyright and author notices, and (ii) the complete source code of the open-source software used, including scripts and information on the applicable build environment, where required by the license conditions. If the open-source components used by the CR are subject to a copyleft effect, the CS shall be entitled to withdraw from the contract within two weeks after receipt of the complete information.

20. PROVISIONS FOR THE PERFORMANCE OF MAINTENANCE SERVICES

20.1. To the extent that the order involves the provision of maintenance services, the following specific provisions shall apply in addition, unless otherwise expressly agreed in the order:

20.2. The specification of maintenance services is set forth in the respective order. Unless otherwise agreed in the respective order, the maintenance services shall include the following services:

20.3. Provision of the latest program versions of the software covered by the order (updates, upgrades and new releases). The provision also includes the installation of the software at the CS's site.

20.4. The software must be kept compatible with dependent customary software components, such as operating systems, during the term of the maintenance contract (see Section 20.11).

20.5. The continuous updating of the software documentation. If a considerable change of the functional scope or of the operation of the software takes place, a complete new documentation shall be provided.

20.6. The removal of defects both within the program code and within the documentation (including bug fixing). The response time as well as the recovery time for the removal of defects are set forth in the respective order. The provisions of Section 14 shall additionally apply.

20.7. The advice of the CS in case of problems with the application of the software and in case of any program errors.

20.8. The telephone counselling service ("hotline") shall be available to the CS on working days between 8:00 and 18:00 (CET).

20.9. In addition, an electronic ticket system shall be constantly (24/7) available to the CS. If the CR does not have a ticket system, it shall ensure that requests of the CS can reach the CR by electronic means.

20.10. Telephone inquiries shall be answered immediately during the telephone call. Errors reported and requests for advice made via the ticket system or by electronic means shall be answered by 14:00 of the working day following receipt at the latest.

20.11. The term of the maintenance contract is set forth in the order.

20.12. The remuneration to be paid for the provision of the maintenance services is set forth in the order and is otherwise governed by the provisions of Section 10.

20.13. The provisions regarding payment are set forth in the order and the payment regime is otherwise governed by the provisions of Section 11. Unless otherwise agreed within the scope of the respective order, the remuneration shall fall due for payment monthly in arrears.

20.14. In the case of defects of the maintenance services, the provisions of Section 14 shall apply.

20.15. In the case of defects of title of the maintenance services, the provisions of Section 15 shall apply.

20.16. With regard to the rights to software programs provided to the CS within the scope of maintenance services, the CR shall grant to the CS those rights which also apply to the provision of the Contract Software in accordance with Section 4 and Section 19. Insofar as the CR has to make adjustments to the Contract Software for the CS in accordance with the order or creates other work results for the CS, the provisions of Section 4 shall apply with regard to the rights to such work results.

21. PROVISIONS FOR SAAS SERVICES

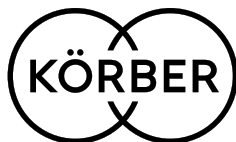
21.1. To the extent that the order involves the provision of SaaS services, the following specific provisions shall apply in addition, unless otherwise expressly agreed in the order:

21.2. The specification of the SaaS services is set forth in the respective order. Unless otherwise agreed in the respective order, the CR shall provide the following SaaS services during the term of the SaaS contract:

21.3. The subject of the contract is the granting of a possibility of using the software specified in the respective order by the CS via internet access as part of a SaaS concept.

21.4. The CR shall grant to the CS upon completion of the order a worldwide, freely transferable and freely sublicensable right limited to the term of the SaaS contract to use the software covered by the order for the contractual purpose agreed in the order.

21.5. The specification of the software is set forth in the respective order.



21.6. The software, the computer performance required for the use and the necessary storage space for data shall be provided by the CR or a data centre service provider commissioned by it. The system area assigned to the CS is protected against access by third parties.

21.7. The CR shall transmit to the CS the access data required for software usage for identification and authentication.

21.8. The services to be provided by the CR shall be specified in detail with the scope of the order under a Service Level Agreement (SLA). The SaaS services must be available to the CS during its business hours (Mon-Fri from 8:00 to 18:00 CET).

21.9. The term of the SaaS contract is set forth in the order. Upon termination of the contract, the CR must provide the CS with the entire data in an industry-standard format and then delete them completely on its site. The deletion must be proven to the CS upon request.

21.10. The remuneration to be paid for the provision of the SaaS services is set forth in the order and is otherwise governed by the provisions of Section 10.

21.11. The provisions regarding payment are set forth in the order and the payment regime is otherwise governed by the provisions of Section 11. Unless otherwise agreed within the scope of the respective order, the remuneration shall fall due for payment monthly in arrears.

21.12. In the event of defects of the SaaS services, the provisions of the Service Level Agreement (SLA) and, in addition, the provisions of Section 14 shall apply.

21.13. In the event of defects of title of the SaaS Services, the provisions of Section 15 shall apply.

21.14. Insofar as the CR has to make adjustments to the Contract Software for the CS in accordance with the order or creates other work results for the CS, the provisions of Section 4 shall apply with regard to the rights to such work results.

22. PROVISIONS FOR THE PERFORMANCE OF OTHER IT SERVICES

22.1. To the extent that the order involves the provision of other IT services, such as the provision of consulting services, the following specific provisions shall apply in addition, unless otherwise expressly agreed in the order:

22.2. The specification of the IT services is set forth in the respective order.

22.3. The term of the order for the provision of IT services is set forth in the order.

22.4. The remuneration to be paid for the provision of the IT services is set forth in the order and is otherwise governed by the provisions of Section 10.

22.5. The provisions regarding payment are set forth in the order and the payment regime is otherwise governed by the provisions of Section 11.

22.6. In the event of defects of the IT services, the provisions of Section 14 shall apply.

22.7. In the event of defects of title of the IT services, the provisions of Section 15 shall apply.

22.8. Insofar as the CR has to make adjustments to the Contract Software for the CS in accordance with the order or creates other work results for the CS, the provisions of Section 4 shall apply with regard to the rights to such work results.

23. ADVERTISING

23.1. The CR may make reference to the business relationship with the CS only with the CS's consent. The CR shall not be entitled to use the CS's trademarks, logos, trading names or company names.

24. PARTIAL INVALIDITY

If a provision of these Purchasing Terms and Conditions or of the order, in whole or in part, should be or become invalid, this shall not affect the validity of the provisions as a whole. The CR and the CS shall endeavor to reach an agreement on a valid provision which most closely corresponds to the commercial intent of the invalid provision insofar as this is possible. If no agreement can be reached, the court shall render a ruling in this regard.

25. PLACE OF JURISDICTION AND APPLICABLE LAW

25.1. The exclusive place of jurisdiction shall be the place of jurisdiction which is valid for the CS's commercial residence. In addition, the CS shall also be entitled to assert its claims in the CR's general place of jurisdiction.

25.2. The law of the Federal Republic of Germany shall be valid for the legal relationships between the CR and the CS. The applicability of the conflict of laws provisions of International Private Law (IPL) as well as the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

Compliance Notice

We wish to point out that our employees have been instructed to strictly follow all valid statutory directives and the values and principles of the Körber Group. In particular, our employees may not demand any inappropriate advantages and benefits, allow these to be promised to them or accept them. You can find more details in this regard in our Code of Conduct at <https://www.koerber.com/en/about-us/our-fundamentals-in-practice>.