

## **Annex to the GTC for the purchase of information technology (IT)**

In addition to the GTC the following provisions shall apply to the purchase of IT. Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed to them in the GTC.

### **1. Requirements, service provision**

#### **1.1 General information**

The Contractor is obliged to offer a functional, complete system/subsystem that meets the latest market standard. The offer must include all components and other services to the extent that they are necessary for the continuous operability of the system. The Contractor shall guarantee the completeness of the offer with regard to all services, including products of other manufacturers (such as mixed hardware), within the interfaces to be defined by the Contractor with respect to the system, as well as compatibility with the rest of the system. The Contractor assures the fulfilment of the promised properties and specifications.

#### **1.2 Services**

The Contractor shall be free of instructions, not bound by time limits or any particular place of work in the performance of the agreed services - insofar as this is compatible with the nature of the services to be performed.

Due to the proven expertise of the Contractor, the Customer attaches great importance to the fact that the Contractor personally carries out the agreed services. Any representation in the case of the provision of services by qualified third parties requires prior agreement of the Customer. In such a case of representation, the Contractor shall assume the remuneration of these qualified third parties and shall be liable for the conduct of these third parties as for its own. These qualified third parties have no contractual relationship with the Customer.

The Contractor shall work with its own aids (PC, car, etc.), but is also entitled, after prior consultation with the Customer, to use the Customer's business premises and its IT systems. Insofar as the Customer deems it necessary due to the nature of the service to be rendered, to protect the Customer's intellectual property and for security reasons, the Contractor shall use the Customer's operating resources (e.g. the Customer's computer, test software and hardware).

The Contractor acknowledges that the contractual remuneration constitutes income from self-employment and that it is not in any way in an employment, service or other employment relationship with the Customer, so that it is responsible for paying any taxes and social security contributions. The contractual relationship in question is not subject to the social security obligation under the Austrian Social Insurance Act. Therefore, no registration of the Contractor for social security by the Customer is made.

The nomination of employees of the Contractor corresponds to the state of knowledge and planning at the time the offer was made. If an exchange of employees should become necessary, the Contractor will ensure that the qualifications of the employees are comparable. The naming of names is confidential and does not result in personal leasing.

The persons employed shall be subject exclusively to the instructions and supervision of the Contractor, irrespective of the place of performance.

This does not apply to notifications by the Customer which the Customer sends to the Contractor's employees in the course of proper execution of the Order.

#### **1.3 Hardware**

(1) All hardware components supplied by the Contractor must meet all specifications in accordance with the requirements of the Customer. The Contractor warrants that the Hardware is compatible with other systems and enables cooperation with other

components, including those of other manufacturers ("Interoperability") and that it supports the respective (inter)national standards.

(2) Unless expressly agreed otherwise with the Customer, the Contractor shall supply brand-new standard hardware components which are customary in the IT sector and can be replaced or extended without difficulty. Furthermore, the hardware to be supplied by the Contractor shall comply with Austrian legal provisions and other generally accepted standards (in particular relevant ÖNORMEN, industrial standards) with regard to power supply, cabling and electromagnetic compatibility, but also with regard to employee protection.

(3) If the object of performance does not have a safety mark that complies with Austrian legal regulations or EU regulations, the Contractor shall be obliged to have this checked at its own expense by a state-authorized testing institute in Austria or the country of origin, if this is a member of the Agreement on the European Economic Area (EEA), in accordance with the relevant regulations. In this case, the contractor is obliged to provide a confirmation of the inspection. Foreign language confirmations must be accompanied by a certified translation in local language.

#### **1.4 Software**

(1) When software is delivered, the Contractor guarantees that it does not contain any copy protection devices, date or program locks or similar restrictions on use and that it does not and did not at any time, infringe, misuse or embody any intellectual property of another person.

(2) The Contractor guarantees that the software is free of viruses, Trojan horses, malware, etc., which may damage or deactivate the Customer's systems, enable data theft or data modification and/or which allow access to or use of the Customer's systems or which in any other way impair or disrupt the normal operation of the systems.

(3) The Contractor warrants that the software components will be delivered in the

latest version or in the version that is generally available on the market.

(4) The Contractor must also guarantee that the delivered software has the following properties:

- no current date value causes interference or incorrect results;
- all date-oriented functionalities deliver logical and consistent results;
- all interfaces, databases or functions that require date-oriented inputs directly or indirectly recognize the year, decade, century, millennium change in any date form
- every leap year is recognized.

In addition, the Contractor warrants that i) the software is created in a continuous and consistent manner, and ii) the data carrier(s) do not contain any processing errors.

The Contractor warrants that the Software is capable of communicating with other programs independently of the manufacturer and, among other things, enables information to be exchanged and the exchanged information to be used for the correct execution of a specified function without changing the content of the data ("Interoperability"), and that it supports the respective (inter)national standards.

#### **1.5 Test runs**

The Customer is entitled to demand free test runs without obligation. In this case, the Contractor shall provide systems and equipment that correspond to those offered.

#### **1.6 Installation requirements**

(1) The Contractor shall finally notify the Customer in writing of the installation and set-up requirements to be provided by the Customer (in particular premises, power supply, air conditioning, cabling) as well as other obligations to cooperate before the Order is placed. The Contractor is liable for the correctness and completeness and must support the Customer in an advisory capacity in the furnishing of the premises concerned.

In particular, in the case of complex systems, network plans must always be submitted.

(2) The Contractor is obliged to inspect the premises and accept them as suitable for the installation of the object of performance after having arranged an appointment with the Customer. If deficiencies are found during the inspection, these must be reported to the Customer in writing without delay, together with a suggestion for remedy. The inspection shall be repeated after any removal of the same. If the Contractor fails to carry out the inspection, the premises shall be deemed to have been accepted and any costs and damages shall be borne by the Contractor.

### **1.7 Contractually compliant service provision**

(1) In particular, the contractually compliant service provision shall comprise the following:

- Delivery of the object of the contract (hardware and software) or
- Provision of the service/work
- Setup
- Installation
- Networking or implementation
- Optimization
- Execution of the successful acceptance according to chapter 4 and - as far as contractually agreed - faultless commissioning of the object of the contract.

(2) The contractually compliant provision of services must be carried out in accordance with the requirements of the Customer and in such a way that the system can be accepted on schedule. If the service is rendered late, it shall nevertheless be deemed to be "contractually compliant service provision" within the meaning of these GTC after acceptance. This is without prejudice to the rights of the Customer resulting from the delay.

### **1.8 Successor products**

The Customer is entitled to demand the delivery of successor products of the contractually specified components up to 6 weeks before the agreed delivery date. Subsequent products must comply with the

scope of services defined by the Customer and the agreed quality criteria, may not lead to any increase in costs and must be compatible with components already supplied to the Customer.

### **1.9 Environment, waste, dangerous substances, Code of conduct**

#### **Electromagnetic compatibility, safety requirements**

(1) All applicable safety regulations and all other relevant European and national legal provisions (directives, laws, regulations), in particular relevant OVE, OVE/EN, ÖVE/ÖNORMEN, IEC, EN standards, national regulations and industrial standards, taking into account the state of the art, must be complied with.

(2) As far as legally permissible (e.g: Austrian regulations for electrical engineering, Electrical Engineering Ordinance as amended from time to time) or according to generally recognised standards, subjects of performance must have an ÖVE test mark, CE conformity mark or a safety mark equivalent to these and recognised by the EU.

(3) All EMC-relevant components must comply with the applicable EU directives and standards and their national implementations, such as EU Directives 2014/30/EU Electromagnetic Compatibility and 2014/35/EU Low Voltage Directive and/or 2014/53/EU Radio Directive. This refers in particular to the following categories for transmission networks using telecommunication lines according to EN 50529-1 (as amended from time to time):

- Hardware component

All hardware components and system equipment must comply with the latest versions of the relevant harmonised standards as published in the relevant Official Journal of the European Union in accordance with EMC Directive (2014/30/EU), LVD Directive (2014/35/EU) and Radio Directive (2014/53/EU).

- Telecommunication Network Equipment

Components must at least meet the requirements of EN300386 (as amended from time to time). A classification according to areas of application "Telecommunication Centre" or "Other than Telecommunication Centres" (such as offices, customer locations, outdoor locations) must be indicated.

- Multimedia Equipment

Components must at least meet the requirements of EN55032 (as amended from time to time) and EN55035 (as amended from time to time), classification in category "Class A" or "Class B" must be indicated.

- Radio Equipment

Components must at least meet the requirements of EN301489-1 (as amended from time to time) and the relevant part for the respective type of radio equipment (e.g. EN301489-17 for WLAN).

(4) On the part of the Contractor, the standards and test methods applied (limit values, evaluation criteria) must be stated.

(5) If technical extensions or modifications of already delivered components (e.g.: use of new cable adapters) have a negative influence on EMC-Surge and safety characteristics, the Customer must be informed in writing.

(6) To verify the criteria, all relevant documents (EU Declaration of Conformity, test reports regarding health and safety protection, electromagnetic compatibility and the assigned radio spectrum, technical construction files and operating instructions with safety information in German language) must be provided to the Customer within a period of 10 working days upon request.

(7) If the above-mentioned deliveries and services do not bear any of the required safety marks mentioned, or if the Customer has doubts about the EU conformity of components, the Contractor shall be obliged to have them inspected at its own expense by a state-authorised testing institute in Austria or the country of origin, if the latter

is a member of the Agreement on the European Economic Area (EEA), in accordance with the relevant regulations. In this case, the Contractor is obliged to provide a confirmation of the inspection. Foreign language confirmations must be accompanied by a certified translation in German language.

(8) The Customer reserves the right to impose stricter limits to maintain network and service quality.

(9) The Customer assumes that the Contractor's contractual services - insofar as these are deliveries, if possible over their entire life cycle - are environmentally friendly, i.e. that they comply with Austrian and in Austria applicable European legislation, such as in particular the Austrian Ordinance on Waste Electrical and Electronic Equipment (WEEE and RoHS criteria) as amended, and other generally recognised standards and limit values. The Contractor shall notify the Customer in writing of any obligation to discharge the obligation on the part of the Customer, currently in accordance with the Austrian Ordinance on Waste Electrical and Electronic Equipment (Elektroaltgeräteverordnung) in the currently valid version of the corresponding relevant regulation, and the Customer shall be held free of charges by the Contractor with regard to all expenses related to such exemption from obligation.

(10) Used packaging must be licensed in accordance with the Packaging Ordinance 2014 (Federal Law Gazette II No. 184/2014) as amended from time to time. The Contractor must make a legally binding declaration that it or an upstream producer or distributor participates in an authorised collection or recycling system within the meaning of the above Ordinance (e.g. that it holds an ARA licence).

(11) Furthermore, the Contractor must declare in a legally binding manner that for all batteries and accumulators delivered to the Customer the prepaid disposal fee in accordance with the Battery Ordinance (Federal Law Gazette II No. 159/2008) as amended from time to time has already been paid or that the Contractor itself or an

upstream manufacturer or distributor will take back the batteries and accumulators for disposal free of charge from the Customer.

(12) As a matter of principle, any waste produced by the Contractor in the course of the provision of services must be disposed of properly by the Contractor at its expense and risk.

(13) The Contractor is obliged to inform the Customer if the object of performance contains hazardous substances; this is to be done by means of the safety data sheets supplied. Depending on the nature or production process and technical feasibility, the Contractor is in particular obliged to meet the following requirements:

- Labelling and information obligation with regard to all products concerning their environmental aspects, such as disposal, recycling, ingredients, energy consumption, emissions and noise level, in particular notification of the key number according to ÖNORM S2100 or the European Waste Catalogue (EWC);
- Ease of repair;
- Optimisation of the material or energy recyclability of the products after the end of use;
- resource-saving use of materials (especially packaging materials) and energy, such as the use of used or recycled materials instead of primary raw materials;
- Preference for substances that are not hazardous to health or have low emissions and avoidance of the use of ozone-depleting substances;
- easy disassembly of products and addition of appropriate disassembly plans;
- Ensuring a simple and cost-effective classification of products containing ingredients classified as hazardous.

### **1.10 Country of origin**

At the request of the Customer, the Contractor is obliged to prove the origin of the object of performance and to provide all documents and evidence required for this purpose.

### **1.11 Multi-vendor environment support**

(1) In addition, the Contractor is obliged to support the Customer in the event of any "multi-vendor operation" (multi-vendor environment support). This shall apply in all cases in which hardware and/or software systems supplied by the Contractor to the Customer cooperate with hardware and/or software systems supplied by other manufacturers.

Such support shall include in particular the following:

- ongoing information on all facilities available or announced to support a "multi-manufacturer operation",
- Analysis of the interfaces and problem areas in "multi-manufacturer operation" including documentation of the analysis results,
- Development of solution proposals for the "multi-manufacturer operation" and their documentation and presentation,
- Support in testing the proposed solutions by providing the necessary equipment (especially hardware and/or software), in analysing and documenting the test results, in optimising the tested solutions and in introducing selected problem solutions.

(2) Cost reimbursements can only be claimed in individual cases if the support service requires special effort and the Customer has approved a cost estimate to be submitted before the service is provided.

### **1.12 Documentation**

(1) The Contractor shall also be obliged to deliver the documentation necessary or appropriate for the use of the object of performance. The Contractor is obliged to update this documentation for the duration of the entire project or during the term of a corresponding maintenance obligation. The documentation shall be made available to the



Customer in machine-readable form, whereby the latter shall comply with the following formats:

- MS Word,
- Plan ASCII or EBCDIC texts,
- PDF,
- or by separate agreement.

(2) Furthermore, all documents required for reconfiguration of hardware components must be handed over.

(3) For software components, the documentation must consist of user documentation, a short description and technical documentation. In particular, it must also be stated what effect the software offered has on the storage capacity and performance of the system of the Customer. If software is to be newly developed by the Contractor within the scope of its Order, the documentation shall be prepared in accordance with the development of the object of performance and shall be handed over to the Customer in accordance with each individual progress of work.

(4) Unless otherwise agreed, the user documentation for installation and administration, as well as the short description, shall be delivered in German language and shall describe all necessary procedures in such a way that they are understandable for trained persons. In addition, the documentation shall also present typical and foreseeable error situations and describe how to remedy them.

(5) The technical documentation must comply with the standards customary at the time of installation of the object of performance.

(6) The Customer is entitled to copy and use the documentation handed over for the contractual use and for training purposes at will.

### **1.13 Network and information system security**

(1) All applicable security regulations and other related European and national legal provisions (directives, laws, ordinances), in particular the Federal Act to Ensure a High

Level of Security of Network and Information Systems (Network and Information Systems Security Act – NIS Act), and all related ordinances and regulations must be complied with.

(2) The Customer reserves the right to request appropriate evidence of the implementation of the safety measures in writing. For this purpose generally recognized standards authorities (i.e. ratings, certifications, etc.) shall be accepted.

## **2. Training**

(1) The Contractor shall instruct the Customer's personnel without additional costs with regard to the application-specific functions of the object of performance. In particular, the Contractor must ensure the best possible independent commissioning, use and any maintenance by the Customer and its employees. Unless expressly agreed otherwise, the training must take place at the installation site.

(2) In addition, the Contractor must provide precise details of its other training programs, including further training, training costs, course dates and course location.

## **3. Scope of use, intellectual property rights**

### **3.1 Standard software**

(1) The Customer is entitled to use the object of performance for an unlimited period of time on all present and future systems for its business purposes, limited to the number of licenses provided, and in particular to move it to another location, sell it, rent it, adapt it with configuration tools, copy it for backup and archiving purposes or connect it to system components of other manufacturers. In all cases of transfer, the Customer shall be bound by all obligations arising from the license. For clarification, it is agreed that the Customer is entitled to use the object of performance regardless of the term and/or termination of the contract and that this use is not linked to other obligations (e.g. conclusion/maintenance of a maintenance contract). In addition, the

software can also be used on a backup system ("Hot Standby").

(2) The Contractor shall maintain a copy of the documented source code in the respective updated version. The Customer shall have the right to demand the release of such source code copy together with the related documentation in order to be able to observe its contractual rights under the contract, if:

- insolvency proceedings are opened against the Contractor and the business is not continued by the liquidator or administrator; or
- the Contractor liquidates its business and does not immediately name a legal successor or third party to take over the maintenance service to the extent contractually owed with regard to the software; or
- the Contractor fails to meet its warranty/maintenance obligations as set out in the contract after granting a reasonable grace period.

(3) In the event of the legal existence of Contractor ceases, all of its transferable rights in respect of the contractual software components covered by the contract shall automatically be transferred to the Customer to the extent permitted by applicable law. This shall be arranged by Contractor in due course.

(4) In case of opening of insolvency proceedings or refusal of the request to open them in the probable absence of sufficient resources to cover the costs, any and all rights of use in regard of the licensed products including the respective right to use the source code, shall be transferred to Customer by way of license to use the respective software for error correction and software modification, unless Customer has not already acquired further rights under the contract.

### **3.2 Individual software**

The Customer shall acquire - exclusively - all rights of use for software components created by the Contractor for the Customer,

including the documented source code to be provided, without any restrictions in terms of time, place, and content, also for use independent of the purpose of the contract, in particular also the right to modify these and to connect them to system components of other manufacturers. This also applies in particular to all documents, files and data carriers relating to this software. This right of use shall in any case also include the right to edit and to publish, reproduce and otherwise exploit the software in whole or in part. All these rights are transferable by the Customer without restriction.

### **3.3 Purchase of further licenses, performance extension**

The Customer is entitled to purchase additional software licenses at any time. In this case, however, additional software licenses will only be invoiced at a maximum of 25% of the original license price, based on a single license.

### **3.4 General**

(1) The right of use shall in all cases include the operation of the software on installations of the Customer, any total or partial legal successors of the Customer, as well as on installations of those companies which are directly or indirectly controlled by the Customer or which directly or indirectly control the Customer and all companies controlled by the latter.

(2) The Contractor shall indemnify and hold the Customer harmless from and against any and all disputes arising in connection with the contractual use of the object of performance under patent, trademark, design protection, semiconductor protection and/or copyright law and shall guarantee the intended use of the object of performance without restriction.

## **4. Acceptance**

(1) After delivery or performance of the service/work, the Contractor shall, unless otherwise agreed, carry out an acceptance test, the costs of which are included in the

price. The acceptance test described in more detail in the following provision of this Clause 4 serves to determine whether the services have been provided in accordance with the contract, including the fulfilment of any additional promises made by the Contractor. Any defects must be recorded in the acceptance protocol and must be remedied by the Contractor without delay. The acceptance test shall be repeated after the defect has been remedied. The written acceptance protocol, which must always be prepared, must be signed by the Contractor and the Customer upon successful completion of the acceptance test.

(2) The acceptance test consists, depending on the subject matter of the contract, basically of a function test and a performance test.

#### **4.1 Functional test**

The functional test serves to check whether the contractual service fulfils the functions defined (e.g. in the specifications) and any additional functions promised by the Contractor.

#### **4.2 Performance test**

In the course of the performance test, the existence of the agreed performance criteria (e.g. capacity, stability) or those additionally promised by the Contractor is checked. Unless otherwise agreed, the reliability and availability of the contractual service shall be assessed within a period of 30 consecutive days. The availability related to this period is to be defined in percentages, taking into account the operation/availability time (basically 24 hours/day) provided by the Customer for the subject of the contract. A deviation of 5% or more from the expected result shall in any case constitute a material defect. If a significant defect is present, the performance test must be repeated after it has been rectified.

### **5. Information requirements**

(1) If the Contractor becomes aware of circumstances which could call into question

the provision of services in accordance with the contract, it must inform the Customer of this in writing without delay.

(2) In addition, the Contractor shall inform the Customer for a period of at least 5 years from the date of performance of the services in accordance with the contract, but in the case of continuing obligations, at least during the entire term of the contract, about available new versions of the object of the services, report any errors known to the Contractor without being asked, and allow the Customer the opportunity to inspect information databases accessible to customers. Furthermore, the Contractor is obliged to inform the Customer of the discontinuation of the production of spare parts or the maintenance of system components in timely manner, but at least 6 months before the actual date of discontinuation, and must thereafter offer generally available improvements.

The Contractor must inform the Customer immediately of any change in the compatibility of the object of performance in the event of a change in market standards.

(3) If the Contractor does not comply with its reporting obligations in this regard, although this information is known to it, or at least to insiders in general, it shall be liable to the Customer for all damages arising therefrom, regardless of fault.

### **6. Maintenance**

(1) Unless expressly agreed otherwise, the Contractor shall maintain the object of performance during the agreed warranty period without additional costs; this is part of its warranty obligation.

(2) Any maintenance services used for the period after the warranty period shall be performed as a separate main service against separate invoicing of maintenance fees, whereby the annual maintenance fees for hardware may amount to a maximum of 5% and for software to a maximum of 10% of the purchase price (basis of assessment) and may be invoiced quarterly at the end of the quarter concerned. An increase in the assessment basis due to the addition of



further licenses or license extensions subject to a charge will increase the maintenance fees for software in the same proportion, but by a maximum of 20%.

(3) Regardless of whether the maintenance service is a warranty obligation or a main service, the following special regulations apply to it:

(4) For centrally installed maintenance objects (e.g. CPU, peripheral devices for mainframes, network components, UNIX computers and servers, as well as software implemented on them), a maintenance readiness of 24 hours, 7 days a week, is deemed to be agreed, for all other maintenance objects, a readiness from 7 a.m. to 5 p.m. daily (excluding Sat, Sun and statutory holidays). With the exception of notebooks, maintenance must be carried out on site, unless expressly agreed otherwise.

(5) In addition to the general obligation to support the operation of a "multi-manufacturer environment", the Contractor is obliged to locate faults or failures in the environment of the components installed and maintained by the Contractor, as well as faults that occur in conjunction with components from other manufacturers. If it should be necessary to call in maintenance services from other manufacturers in order to rectify faults, the Contractor shall take over the coordination.

(6) In the case of hardware, the maintenance services include in any case

- preventive maintenance according to specification or as required,
- the implementation of changes to standards, in particular also the corresponding adaptations and implementations, which may have an impact on compatibility, in accordance with technical and economic possibilities,
- Measures to eliminate faults at the request of the Customer including adjustment and installation of spare parts,
- the performance of repairs,
- the working time of the technicians assigned,

- the travel time and travel expenses,
- the provision of the necessary tools and aids,
- the provision of the necessary spare and wear parts,
- the maintenance of the system software components.

(7) The Contractor is obliged to offer the availability of maintenance services, including spare parts, for all maintenance items for a minimum period of 7 years, starting with the provision of services in accordance with the contract. For used maintenance objects the period is 5 years.

(8) All maintenance services must be carried out in agreement with the Customer. Unless expressly agreed otherwise, spare parts are supplied by way of exchange and standard parts which correspond to new parts in terms of their performance are used. Exchanged parts become the property of the Contractor.

(9) The Contractor must accept a postponement of agreed maintenance dates within the framework of preventive maintenance, provided that the Customer notifies the Contractor of this three days before the planned maintenance date. An alternative date shall be agreed by mutual consent.

(10) The maintenance of software includes, in addition to troubleshooting, the adaptation to the specific hardware and software requirements of the Customer. In detail this maintenance includes in any case

- preventive maintenance,
- the provision of all updates, upgrades, modifications, releases and versions,
- the provision of error corrections (e.g. patches) in the programs and program parts,
- the provision of program enhancements,
- the provision of adaptations of the object of maintenance to other standard/successor products (e.g. operating system versions, databases), the use of which the Customer has announced in writing, as well as to individual software

developed by the Contractor especially for the Customer

- Adaptation of the maintenance object to new hardware and software possibilities (e.g. new computer systems including operating systems).

(11) In addition, the Contractor must provide the Customer with on-call support, which is based on the respective maintenance readiness times.

## **7. Troubleshooting**

(1) If the Customer requests a fault rectification, the reaction time (from the time of the fault report) must be a maximum of 2 hours for remote maintenance and a maximum of 4 hours for on-site fault rectification. The contractor guarantees round-the-clock maintenance availability.

(2) The total downtime of the affected (overall) system until final repair must not exceed 24 hours in the case of centrally installed hardware and software implemented on it, and 30 hours in all other cases - in each case starting from the moment of reporting a fault. The calculation of the interruption time begins with the fault report and ends with the handover of the operational system to the Customer.

(3) If the above-mentioned times are not observed, the Contractor shall pay a penalty in accordance with the following provisions, while preserving all other rights of the Customer. Fault reports may only be received by the Contractor from qualified personnel of the Customer (trained operators).

(4) The amount of the penalty shall be 5% if the response time is exceeded, 15% if the agreed maximum downtime is exceeded, but not more than a total of 15% of the monthly maintenance fee for the maintenance items affected by the malfunction per 24 hours commenced, calculated from the time the deadline is exceeded. During the warranty period with regard to the object of maintenance, the amount of the penalty shall be based on the notional maintenance fee to be calculated in accordance with Chapter 6.

The assertion of a claim for damages by the Customer exceeding this amount is not excluded by this penalty.

## **8. Delivery**

If contractually agreed, the Contractor shall ensure the functionality according to the performance specification on the IT systems and devices listed therein and shall inform the Customer that the programs are functional.

## **9. Other requirements**

(1) The Contractor shall finally notify the Customer in writing of any installation and set-up requirements (in particular premises, power supply, air conditioning, cabling) to be provided by the Customer as well as any other obligations to cooperate before the Order is placed.

## **10. Provision of material/production documents**

(1) Insofar as material is provided by the Customer for the fulfilment of the Order, such material remains the property of the Customer - even in the case of treatment and/or processing - and is to be stored, managed and labelled separately free of charge where feasible. The Contractor is obliged to confirm the acceptance and the use of the material provided by the Customer is only permitted for the intended fulfilment of the respective Order. The Contractor shall be liable to pay compensation for any reduction in value or loss regardless of fault.

(2) In the event of a delay in the provision of materials by the Customer, the agreed delivery period for the Contractor shall be extended accordingly. Claims for compensation by the Contractor are excluded.

(3) All drawings, sample models, molds and other aids which are handed over to the Contractor by the Customer remain the

material and intellectual property of the Customer, even in the case of processing and/or machining. The documents handed over must be kept secret by the Contractor.

## **11. Instruction manual**

(1) The Contractor shall – if necessary – instruct the Customer's personnel without additional costs with regard to the application-specific functions of the delivery item/service. In particular, the Contractor must ensure the best possible independent commissioning, use and any maintenance by the Customer and its employees and this also includes the delivery of generally understandable written instructions. Unless expressly agreed otherwise, instruction must take place at the installation site.

## **SECTION A**

### **EXPENSE POLICY AND PRINCIPLES FOR THE CALCULATION OF MAN-DAYS**

(1) General information

a) The contractor provides the SPOC (Single Point of Contact) of the Customer in the context of the tendering process with a rough overview of the expected expenses/incidental costs that can be expected to be incurred until the completion of a specific project.

b) In any event, the Customer shall only reimburse such expenses/incidental costs and expenditure of the Contractor as

- were demonstrably incurred in the course of providing the service,
- are based on the costs and expenses actually incurred by the contractor and
- are also justified within the meaning of the GTC.

c) Unless otherwise agreed, travel time shall not be deemed to be the time of performance of the service.

d) Changes of a personnel or structural nature at the Contractor (e.g. with regard to the seniority of an employee) during the

performance of services do not entitle the Contractor to automatic adjustments of applicable person-day rates.

e) A person day consists of at least eight (8) hours per calendar day. The contractor cannot charge for any additional hours. If the Customer does not require a full man-day from the contractor, the parties to the contract shall agree this in advance. In this case the contractor is entitled to charge for the hours actually worked, but in no case more than eight (8) hours.

f) The provision of services on Saturdays, Sundays or public holidays does not entitle the contractor to charge additional costs. This also applies to the provision of services during the night.

g) Preparatory activities are – unless otherwise agreed – not regarded by the parties to the contract as part of the service provision and are therefore included in the agreed scope of services without additional costs.

h) The Contractor shall charge all costs and expenses for travel, accommodation, research and administrative activities (which in any case includes the graphic representation of work results) according to actual occurrence, but limited to 10% of the order amount of the relevant order. In the event that research activities or administrative activities constitute a focal point of the service provision (e.g. benchmarking), regulations adapted to the specific individual case can also be agreed upon.

i) The Parties agree that travel expenses, in particular tickets for necessary flights, shall be purchased at particularly low cost, but shall in no case exceed the cost of an 'economy class ticket'. At the request of the Customer, the Contractor shall demonstrate compliance with the present Expense Policy for travel, in particular by presenting invoices for flight tickets, taxi transport, tickets for public transport, etc.

j) With regard to accommodation costs, the Customer reserves the right to book

adequate hotels for the Contractor's employees or representatives. In any event, however, the contractor will choose the accommodation for his employees or representatives according to cost-saving and efficient criteria.

k) When organizing meetings, the Contractor shall always adjust the number of persons participating, in particular its employees or representatives, in order to avoid unnecessary travel costs. The Customer reserves the right to refuse to pay costs if an unjustified number of employees or representatives of the Contractor attended a meeting or if corresponding travel expenses were incurred as a result.

l) Furthermore, the Customer reserves the right to verify compliance with these cost rules, in particular by requesting the return of original invoices.

## (2) Travel categories

(a) air travel: All flights of the contractor require the prior written consent of SPOC of the Customer.

(b) rail travel: The contractor will use rail travel as the standard means of transport.

(c) Car travel: All car journeys require the prior written consent of SPOC of the Customer.

## (3) accommodation

For overnight stays within the scope of necessary journeys only standard business class rooms are considered. Overnight stays in luxury hotels, luxury rooms or suites will not be replaced by the Customer under any circumstances.

## (4) Issues

Reimbursable expenses:

- Travel expenses (flight, train, metro, taxi, etc.)
- car rental costs, if necessary for a project
- Parking fees for a possible rental car
- Accommodation costs

Any change to the above list of eligible expenses must be agreed in writing in advance by the parties.

Non-reimbursable expenses are in particular

- any traffic fines (e.g. parking fines, fines for speeding, etc.)
- Upgrades of any means of travel, provided that the cost of economy class is exceeded
- the purchase of technical equipment such as notebooks, smartphones, data cards etc., unless this has been agreed with the Customer in advance
- other costs such as clothing costs, hotel TV, other pay TV, fitness or wellness costs, etc. as well as
- any costs for a specific representative or employee of the contractor, if he could not work on a project due to illness or vacation.