Terms and Conditions of Purchase of Audi Business Innovation GmbH for Information Technology (IT) and/or Electronic Information and Communication (TC) (= T&CoP IT) services

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I. General Part

1. Scope and Classification of T&CoP IT

1.1. These T&CoP IT apply to CONTRACTS for Information Technology (IT) and/or electronic information and communication (TC) services.

1.2. The terms under the Special Part (paragraph II) take priority in relation to these DELIVERABLES:

- Licensing of STANDARD SOFTWARE (II. Special Part Licensing of STANDARD SOFTWARE Secs. 1 and 2);

- Licensing of CUSTOM SOFTWARE (II. Special Part Licensing of CUSTOM SOFTWARE Secs. 1 and 2);

- Licensing of hardware (II. Special Part Licensing of Hardware Sec. 1);

- CLOUD SERVICES (II. Special Part CLOUD SERVICES Secs. 1 and 2);

- DEVELOPMENT SERVICES (II. Special Part DEVELOPMENT SERVICES Secs. 1 to 4);

- AGILE DEVELOPMENT SERVICES (II. Special Part AGILE DEVELOPMENT SERVICES Secs. 1 and 2);

- MAINTENANCE AND SUPPORT SERVICES (II. Special Part MAINTENANCE AND SUPPORT SERVICES Sec. 1);

- TC SERVICES (II. Special Part TC SERVICES Sec. 1).

1.3. The T&CoP IT apply to companies and legal entities under public law even for all future CONTRACTS.

1.4. Unless material changes have occurred which justify an update to the pricing and/or conditions, the VENDOR will extend pricing and conditions extended to a VOLKSWAGEN GROUP company to any other company of the VOLKSWAGEN GROUP for the same or comparable DELIVERABLES.

1.5. Conflicting or divergent conditions of the VENDOR, and here in particular also Clickwrap and Shrinkwrap licenses are only binding for Audi Business Innovation GmbH, hereinafter the CLIENT, if and when the CLIENT expressly recognised their validity in WRITTEN FORM.

1.6. Where the CLIENT recognises the VENDOR's or a third party's terms of license/ service, only those terms will apply which govern the type and scope of the licence. Any terms beyond this will not apply, especially those regarding taxes and invoicing, warranty or guarantee, liability, applicable law and/or jurisdiction.

1.7. Terms written in CAPITALS are defined in Sec. 2.

2. Definitions

The terms used in these T&CoP IT shall have the following meaning:

- **CLIENT** refers to Audi Business Innovation GmbH.

- **AGILE DEVELOPMENT SERVICES** refers to DEVELOPMENT SERVICES which are rendered by iterative and incremental approach and whose principles are described in greater detail in the Manifesto for Agile Software Development (Agile Manifesto). This CONTRACT stipulates which specific framework the CLIENT and the VENDOR are to follow.

- **VENDOR** refers to the supplier/ contractor.

- **OPERATING SOFTWARE** refers to software which is required for the intended use of the hardware (e.g., operating systems) regardless as to whether it has already been installed on hardware at the time of licensing to the CLIENT or whether it has to be installed at a later point in in time.

- **CLOUD SERVICES** refers to DELIVERABLES for which the VENDOR provides different services (e.g., SaaS, PaaS and/or IaaS) via a network environment (e.g., the Internet). SaaS (Software as a Service) refers to a CLOUD SERVICE where the VENDOR provides application programmes to the CLIENT. PaaS (Platform as a Service) refers to a CLOUD SERVICE where the VENDOR provides a platform (e.g., a development environment) to the CLIENT. IaaS (Infrastructure as a Service) refers to a CLOUD SERVICE where the VENDOR provides IT resources such as processing power, storage capacities, or communication resources to the CLIENT.

- **COPYLEFT EFFECT** refers to the legal consequence of the obligation inherent in certain FOSS licenses (so-called copyleft licenses) to distribute, according to the specific terms of service that apply to the copyleft licence for the FOSS and under certain conditions, derivatives of and/or updates to the FOSS and, where applicable, other software linked to the FOSS and to disclose this as source code.

- **CLIENT DATA** refers to personal and non-personal data which (i) the CLIENT or a third party mandated by the CLIENT share with or makes accessible to the VENDOR; or (ii) which the VENDOR generates, collects, stores, or processes in any other form or manner on behalf of the CLIENT; or (iii) which the VENDOR in a legally permissible way and without the CLIENT's mandate generates, collects, stores or processes in any other form or manner in conjunction with the performance of services and stores on media (or parts thereof) which at the time of storing are attributed exclusively to the CLIENT or which are generated by vehicles, equipment or devices which the CLIENT manufactured or marketed or – especially within the framework of production – employs.

- **CONTINUING OBLIGATIONS** are CONTRACTS whose typical DELIVERABLES are to be rendered continually or recurringly during the term of the contract.

- **EMBEDDED SOFTWARE** is software that is integrated into the hardware which may be STANDARD SOFTWARE but also CUSTOM SOFTWARE.

- **DEVELOPMENT SERVICES** refers to DELIVERABLES where the VENDOR owes the development of specific DELIVERABLES (e.g., development of software, services, apps, customisation). DELIVERABLES under DEVELOPMENT SERVICES refers to CUSTOM SOFTWARE unless otherwise agreed within the framework of the respective contract.

- **FEEDBACK** refers to voluntary input, comments, or suggestions regarding a possible development, change, correction, improvement of or add-on to the DELIVERABLES by the CLIENT which are transmitted during the term of the CONTRACT insofar as they are not DELIVERABLES.

- **FREE AND OPEN SOURCE SOFTWARE (FOSS)** refers to software which is, subject to the specifications of the respective licence (e.g., maintaining license information, disclosure of updates, delivery of source code, etc.), licensed to the general public for comprehensive use by the owners of the respective rights, i.e., also for the purpose of processing and sharing (even as a derivative) without licence fee, and whose source code is available.

- **CUSTOM SOFTWARE** refers to software which has been programmed or developed especially for the CLIENT or for companies of the VOLKSWAGEN GROUP. CUSTOM SOFTWARE also refers to parts of STANDARD SOFTWARE which has been programmed or developed for the CLIENT or for VOLKSWAGEN GROUP companies, such as within the framework of DEVELOPMENT SERVICES, customisation or SUPPORT AND MAINTENANCE SERVICES.

- **T&CoP IT** refers to the Terms and Conditions of Purchase of Audi Business Innovation GmbH for Information Technology (IT) and/or Electronic Information and Communication (TC) services.

- **DELIVERABLES** refers to all physical or non-physical items which the VENDOR licenses to the CLIENT for an unlimited or limited period of time, as well as any and all work results which are the object or the result of the DELIVERABLES; including software, hardware, know-how, data storage media, training and other documents, documentation, information, material and other content (e.g., illustrations, videos, photographs), concepts as well as access numbers, domains, sub-domains, telephone numbers and other identifiers and characters which the VENDOR sets up or registers for the CLIENT or licenses for use by the CLIENT within the framework of rendering the DELIVERABLES.

- **MAINTENANCE SERVICES** refers to DELIVERABLES where the VENDOR owes the maintenance and the updating of software and hardware. MAINTENANCE SERVICES encompass, in particular, the provision of updates, upgrades, and new programme versions.

- **WRITTEN FORM** is deemed to be complied with in connection with the conclusion of the CONTRACT or in relation to requirements resulting from individual clauses in case of a telecommunication transmission of the signed and scanned text copy as well as in case of advanced electronic signatures (e.g., PKI card). This equally applies to waiving or amending this written form requirement.

- **INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS** refers to the infringement of third-party rights including industrial property rights (e.g., patents) and the respective applications, copyrights and trade secrets protected by law under the DELIVERABLES, or their use as contractually specified or intended.

- **SECURITY TESTING** refers to measures to uncover IT security-relevant errors, critical points, or security vulnerabilities. This encompasses especially explorative, offensive testing procedures or analyses (especially load, stress and penetration testing, analysis of hardware and software components used, decompilation/ reverse engineering of software) which target the hacking of computer or network systems, or which analyse, test, or adapt hardware and software.

- **STANDARD SOFTWARE** refers to software which has not been especially designed for the CLIENT.

- **SUPPORT SERVICES** refers to DELIVERABLES where the VENDOR owes user support. This means, for instance, that the VENDOR must answer user enquiries and respond to these and remedy potential disruptions or errors with the help of a call centre or a helpdesk.

- **TEXT FORM** requires a statement in a format readable by human beings which names the party making the statement and which can be stored on data storage media. This is especially the case for e-mail messages. Verbal or implied declarations do not suffice to satisfy the TEXT FORM.

- **TC SERVICES** refers to DELIVERABLES for electronic information and communication.

- **PROCESSING** refers to any operation or set of operations which is performed on personal and non-personal data whether or not by automated means, such as the collection, recording, organisation, structuring, storage, adaptation or modification, retrieval, query, use, disclosure by transmission, dissemination or otherwise making available, the alignment or combination, restriction, erasure or destruction of data.

- **CONTRACT** refers to an (i) (individual) purchase order or a blanket purchase order triggered by the CLIENT, each in relation to an offer from the VENDOR or a record of negotiation or (ii) the call-off under a blanket purchase order by the CLIENT or (iii) an (individual) CONTRACT concluded between the CLIENT and the VENDOR.

- **DELIVERABLES** refers to the services owed by the VENDOR under this CONTRACT, including the DELIVERABLES.

- **VOLKSWAGEN GROUP** refers to Volkswagen AG as well as affiliated companies of Volkswagen AG within the meaning of Secs. 15 et seqq. of the German Stock Corporation Act (AktG - Aktiengesetz), and here in particular all entities which belong to the Volkswagen AG group of companies including companies which (possibly) hold a majority interest in Volkswagen AG (parent) as well as those companies in which such parent holds a majority (sister company).

3. Contractual Basis

3.1. The contractual basis is composed of the following in the order as stated, whereby in the event of inconsistencies, the provisions ranking first always take precedence over those named last and any omissions are filled by the provisions of subordinate priority,

- if available, the record of negotiation;

- the Special Part of these T&CoP IT insofar as their terms apply to the DELIVERABLES;

- the General Part of these T&CoP IT;

- the CONTRACT (w/o the record of negotiation);

- the non-disclosure obligation or confidentiality agreement;

- insofar as it has been agreed that they shall apply, the General Terms and Conditions of Purchase of Audi Business Innovation GmbH (GTCP) or other conditions of Audi Business Innovation GmbH as in effect at any given time which can be retrieved here: https://www.audibusinessinnovation.com/abi/web/de/procurement.html;

- the commercial and technical content of the VENDOR's offer.

3.2. The integral parts of the CONTRACT (if available) are:

- the record of negotiation;

- the award of the contract;

- the CLIENT's performance specifications;

- the documents of the technical, commercial and/or legal call for tender of the CLIENT;

- the request to submit a bid.

3.3. Any terms that apply alongside the CONTRACT such as, but not limited to: (quality) standards, work methods, IT security requirements and other standards which can be downloaded online at www.vwgroupsupply.com to store.

4. DELIVERABLES

4.1. The VENDOR will perform the DELIVERABLES in the agreed or generally accepted quality according to the state of the art and will continually review and document this.

4.2. Before licensing software to the CLIENT, the VENDOR will verify the software using a current anti-virus software to ensure that it does not contain any malware, computer viruses or worms, Trojan horses or the like. By using current software security tests before licencing, the VENDOR ensures and demonstrates to the CLIENT by presenting certificates of proof that the software does not have any critical points which may damage the integrity and the trustworthiness of the systems and of the CLIENT DATA or that of affiliated third parties.

4.3. DELIVERABLES must not contain any functionalities which may facilitate the collection, transmission, storage or other form of PROCESSING of CLIENT DATA by the VENDOR or by third parties unless this has been expressly agreed in the CONTRACT.

4.4. Where add-on software (e.g., Software Development Kit) facilitates or simplifies the use of the DELIVERABLES in accordance with the contract or as intended, the VENDOR will offer this add-on software to the CLIENT subject to the conditions customarily agreed with other clients. Any add-on software shall be governed exclusively by these T&CoP. If, in the exceptional case, the CLIENT expressly recognises any conditions of licensing/ use of the add-on software, Sec. 1.6 applies accordingly.

4.5. If the VENDOR requires access to the CLIENT's systems to perform the DELIVERABLES, this is only possible using the CLIENT's technology and requires the CLIENT's express prior approval in TEXT FORM. Any costs incurred when using them are for the VENDOR.

4.6. DELIVERABLES that are performed in the premises or on the grounds of the CLIENT are performed by the VENDOR as an independent and autonomous performance on the part of the VENDOR subject to the CLIENT's technical and organisational specifications and under the supervision of and with the sole right to issue directives by the responsible employees appointed by the VENDOR.

4.7. The CLIENT is only obliged to provide resources (hardware, software, premises, etc.) where expressly agreed in TEXT FORM. Any use of premises, areas, or other facilities of the CLIENT – especially to operate systems – by the VENDOR requires a separate license agreement in WRITTEN FORM with the CLIENT which stipulates, in particular, the period of use and the user fee to be paid by the VENDOR. The mere fact that DELIVERABLES are rendered in the premises or on the grounds of the CLIENT does not entail that the CLIENT must provide resources. Resources which are provided by the CLIENT must be used by the VENDOR and their employees and/or sub-contractors exclusively for the fulfilment

of the DELIVERABLES. IDs or passwords must not be stored or shared and must be changed after 90 (ninety) days at the latest.

4.8. Where the information or documents required for the VENDOR's service provision transmitted by the CLIENT are incomplete or incorrect in terms of content from the VENDOR's perspective, the VENDOR will inform the CLIENT of this immediately in TEXT FORM.

5. FREE AND OPEN SOURCE SOFTWARE (FOSS)

5.1. DELIVERABLES shall only contain FREE AND OPEN SOURCE SOFTWARE (FOSS) if the CLIENT approved this prior in TEXT FORM. This applies even if the individual FOSS licensing conditions expressly allow the intended use of the FOSS in the DELIVERABLES.

5.2. Where the VENDOR intends to use FOSS in the DELIVERABLES, the VENDOR will accept as a material contractual duty

i. to transmit complete and accurate information regarding the specific FOSS, including its precise designation and version, all affiliated conditions of licensing and use, the supply source as well as the copyright notices or author attributions;

ii. to state the reason for using the FOSS; and

iii. to confirm in case of multiple FOSS components/ licenses that a successful compatibility test was conducted to enable the CLIENT's license-compliant use of the FOSS in the DELIVERABLES.

On the CLIENT's request submitted in TEXT FORM, the VENDOR must execute the above duties within the framework of the process set up at the CLIENT by using the standard documents and tools intended for this.

5.3. When using FOSS, the VENDOR will arrange for it to be used in a way that the DELIVERABLES and/or software or systems at the CLIENT are not encumbered by third-party rights or other obligations, and here in particular by a COPYLEFT EFFECT. Moreover, such use may only be carried out as such that it does not conflict with any digital signature used or the CLIENT's authenticated vehicle programming procedure and that authentication information, cryptographic keys or other information in relation to the software used in the vehicle remains unaffected are not surrendered to third parties.

5.4. When engaging sub-contractors, they must be committed in line with this Sec. 5 accordingly.

5.5. If the VENDOR breaches a duty as named under this Sec. 5 or if the VENDOR infringes terms of the conditions of licensing and use of the FOSS employed, the VENDOR will hold the CLIENT and its affiliated entities harmless against any claims, damage, losses or costs caused thereby and will defend the CLIENT on the CLIENT's request against third-party claims. A breach of this Sec. 5 is a material breach of contract.

5.6. The terms under this Sec. 5 apply accordingly to the use of so-called Open Content, meaning the content of databases, fonts, media, photos which are routinely free of charge, but which can only be obtained subject to fulfilling specific licensing conditions.

5.7. Insofar as is required under the respective licensing conditions of the FOSS, the VENDOR will assume as a material contractual obligation the handover of the FOSS source code and any modifications performed thereto to the CLIENT at the very latest on delivery of the DELIVERABLES.

6. Conclusion of the Contract, Purchase Orders, Changes to the DELIVERABLES

6.1. Any CONTRACT with the CLIENT only comes into existence with the CLIENT's confirmation (purchase order, written call-off based on framework agreement or signing of a CONTRACT). Purchase orders on the part of the CLIENT, call-offs on the part of the CLIENT based on a framework agreement or the signed CONTRACT and where applicable, documents about the technical, commercial and/or legal call for tender of the CLIENT as well as where applicable, the request to submit a bid or the specifications (description of the scope of the project) of the CLIENT alone are decisive for the content and the scope of the DELIVERABLES unless expressly agreed otherwise.

6.2. Any change to the DELIVERABLES requires an express agreement.

6.3. The VENDOR may only demand an increase in remuneration due to a change in the DELIVERABLES if on changing the DELIVERABLES an increase of the remuneration was also expressly agreed.

6.4. Changes to the execution periods in connection with the change to the DELIVERABLES require an express agreement which must be made at least in TEXT FORM.

7. Delivery and Execution Periods, Consequences of Default

7.1. Delivery and execution periods that have been agreed are binding. If circumstances occur due to which delivery and execution periods cannot be met, the VENDOR is obliged to immediately inform the CLIENT of this in TEXT FORM. Any postponement of the delivery and/or execution periods must be agreed at least in TEXT FORM with the CLIENT to become effective.

7.2. For every case of missed delivery and/or execution periods for which the VENDOR is responsible, a contractual penalty in the amount of 0.3 % of the agreed net remuneration is due per workday past the deadline, however no more than 5 % of the agreed net remuneration; failure to meet interim deadlines results in the percentages applying only to the net remuneration that is payable for the DELIVERABLES to be rendered by the interim deadline. Unless the limitation period has ended, the CLIENT may enforce the contractual penalty up until the final payment is due.

7.3. Where the VENDOR is in default, the CLIENT is entitled to the rights and remedies as prescribed by statute as well as to a contractual penalty in accordance with Sec. 7.2. The contractual penalty will be offset against any compensation claims due to default.

8. Hindrance to the Performance of DELIVERABLES

Where the VENDOR is hindered from the performance of the DELIVERABLES or if there are indications suggesting to the VENDOR that this hindrance may incur – regardless of the reason – the VENDOR will immediately inform the CLIENT of this in TEXT FORM and co-ordinate the respective counter measures with the CLIENT.

9. Ownership

The VENDOR grants the CLIENT ownership of the physical DELIVERABLES licensed permanently to the CLIENT after creating them and in their respective state of creation. The VENDOR commits to procuring title of the DELIVERABLES to the CLIENT free from third-party rights.

10. Rights of Use, Filing of Intellectual Property Rights and Rights to CLIENT DATA

10.1. The VENDOR grants the CLIENT the exclusive, transferable, irrevocable, sublicensable right of use and exploitation to the DELIVERABLES unlimited in terms of time, territory, and content for any type of use, inclusive of the right to edit, translate, reproduce, distribute, communicate to the public and make publicly available.

10.2. The VENDOR will obtain at its own expense the rights of use/ licenses required to use the DELIVERABLES as contractually specified or for the intended use from the holders of the respective rights; this applies especially in relation to the acquisition of rights of use to/ licenses for Standard Essential Patents (SEP).

10.3. While rendering the DELIVERABLES, the VENDOR will indicate to the CLIENT all DELIVERABLES that qualify for intellectual property or patent applications. Indicating this must be performed at least in TEXT FORM. Where inventions are concerned, the CLIENT will verify immediately whether it is interested in filing an respective application and notify the VENDOR no later than six (6) weeks following this notification whether it intends to file an application or not. If this is the case, the VENDOR will endeavour to do everything and omit nothing for the CLIENT to be able to protect the invention and file the respective applications for the intellectual property rights in the name of the CLIENT. In this case, the CLIENT pledges to assume any and all rights and obligations associated with the use of the invention as well as the costs in connection with such use. If the CLIENT fails to claim the invention before the deadline, the CLIENT is given a non-exclusive and free right of use unlimited in terms of time, territory and content to the DELIVERABLE that qualifies for a patent application.

10.4. The CLIENT reserves all rights to technical specification profiles, illustrations, drawings, calculations, models, and other documents that the CLIENT made available to the VENDOR, and here in particular the rights of ownership and copyrights; they must not be made accessible to third parties without the express written approval of the CLIENT issued at least in TEXT FORM. Such documents and information must be used exclusively for the provision of the DELIVERABLES and are to be returned to

the CLIENT unsolicited once the DELIVERABLES have been concluded; any copies are to be destroyed or deleted.

10.5. As per the legal relationship with the VENDOR, the CLIENT has the right to the CLIENT DATA as a commercially tradeable product, i.e. the CLIENT is the holder of the exclusive commercial rights of use and disposal. The CLIENT especially has the right, at its discretion, to use the CLIENT DATA, and here in particular to reproduce, process, surrender these to third parties or permit third parties to exploit these unless there are compelling statutory provisions opposing this. The VENDOR will not assert ownership of or other absolute rights to these data and especially will not use CLIENT DATA for Big Data purposes such as data pooling, the building of databases, or conducting data analyses. The VENDOR has the right to use CLIENT DATA insofar as this is necessary for the performance of the DELIVERABLES.

10.6. The CLIENT will conduct SECURITY TESTING as required by statutory requirements, applicable IT security standards and/or generally accepted state of the art. The VENDOR grants the CLIENT – insofar as is necessary to conduct the SECURITY TESTING – the right to test, inspect and process the DELIVERABLES free of charge, and here in particular to remove, void or bypass programme safeguards. The VENDOR will obtain all the required approvals from third parties (especially from its suppliers) whose rights might be breached because of the SECURITY TESTING. Information obtained as a result of the SECURITY TESTING will be used exclusively for IT, product, and data integrity purposes. Otherwise, processing, translations and decompilation may only be carried out if and when this is required for use of the DELIVERABLES according to their intended use, including error correction as well as the establishment of interoperability with other systems and programmes used by the CLIENT.

10.7. All rights within the meaning of Sec. 10 and other rights of use granted under these T&CoP IT may be exercised by a third party mandated by the CLIENT insofar as this exercise of rights by the third party mandated by the CLIENT is merely carried out to fulfil the CLIENT's purchase order. Notably, the CLIENT may contract third parties to conduct the SECURITY TESTING; this includes, but is not limited to: IT security companies, IT security experts, providers of platforms/ initiatives to identify security vulnerabilities (Bug Bounty Programmes) and/or ethical hackers working for Bug Bounty Programmes.

11. Place of Performance, Passing of Risk

11.1. The place of performance for all DELIVERABLES is the place of business of the CLIENT for which the DELIVERABLES are intended. In the absence of such details, the place of performance is Munich, Germany. If the VENDOR makes software available for download to the CLIENT, its performance obligation is fulfilled only upon successful completion of the download.

11.2. The risk of accidental loss or accidental deterioration of the DELIVERABLES only passes on delivery to or acceptance at the individual point of destination named by the CLIENT; in case of partial deliveries or partial performance, only when the CONTRACT DELIVERABLE has been performed in full.

12. Acceptance

12.1. Where the DELIVERABLES are services specified under a contract for works and services or where acceptance of the DELIVERABLES has been specifically agreed, the DELIVERABLES become the object of a formal acceptance procedure which the CLIENT must declare at least in TEXT FORM. The VENDOR may only demand partial acceptance if this has been agreed at least in TEXT FORM.

12.2. The VENDOR may only bring about a notional acceptance if (i) the contracting parties either agree that the DELIVERABLES have been completed or the VENDOR, in good faith and in consideration of the circumstances in the individual case, could have assumed that the CLIENT assumes the DELIVERABLES to have been completed; (ii) the VENDOR requested acceptance in TEXT FORM by giving the CLIENT a minimum four (4) week deadline; and (iii) the VENDOR, on requesting the acceptance, pointed out the consequences for the CLIENT where not declaring acceptance or refusing acceptance without stating defects.

13. Handover

Insofar as the DELIVERABLES are deliverables under a contract of sale and/or a handover has been agreed, the VENDOR will indicate the handover of the DELIVERABLES a minimum ten (10) workdays before the intended handover in TEXT FORM and co-ordinate the place and time of handover with the CLIENT.

14. Duty to Examine and Notice of Defects

14.1. Insofar as the CLIENT has the duty to examine and notify a defect by law, it is sufficient in terms of time if the CLIENT indicates apparent defects within two (2) weeks after delivery/ handover and other defects within two (2) weeks of being detected.

14.2. This notification must be issued at least in in TEXT FORM.

15. Remuneration

15.1. The remuneration stipulated in this CONTRACT is binding. Prices apply to deliveries DAP and include packaging, unless otherwise expressly agreed to in TEXT FORM. All DELIVERABLES are satisfied by the remuneration stipulated in this CONTRACT.

15.2. If the CONTRACT specifies remuneration based on time exposure, the VENDOR will document their performance by respective evidence; on request, the CLIENT will provide a sample document from which the required details can be inferred.

15.3. Where DELIVERABLES are comprised of different types of performance (various services/ works and/or granting/surrender of licenses/ rights (of use) and/or deliveries), the overall remuneration is to be apportioned. It must be specified which amount of the remuneration is to be settled for the respective service/ works and which for granting/ surrendering licenses/ rights (of use) (in relation to licenses/ rights of use it must be specified whether the rights existed even prior to the start of the contractual relationship that was formed following an individual purchase order or call-off under a blanket purchase order or by individual agreement, or will exist only later and whether these are copyrights or another type of right). The specific apportionment of the remuneration must be agreed between the VENDOR and the CLIENT in writing and itemised in the individual purchase order/ call-off based on a blanket purchase order/ the individual agreement. On the invoice, the VENDOR must list the different types of DELIVERABLES as well as the respective part of the remuneration attributable to them.

15.4. Additionally, the terms under Sec. 18 apply.

16. Additional Remuneration to Cover/ Recover VENDOR's Cost of Travel and Overnight Accommodation

Where expressly provided for by the individual CONTRACT, the CLIENT will pay to the VENDOR remuneration to cover/ recover the cost of travel and overnight accommodation which the VENDOR de facto incurred in accordance with the CLIENT's terms of travel (available for download from https://www.audibusinessinnovation.com/abi/web/de/procurement.html) if the CLIENT approved the business travel concerned as well as the costs incurred in advance in TEXT FORM, after the VENDOR submitted a proper invoice and against proof by submitting copies of the incoming invoices which the VENDOR received.

The VENDOR will review invoices issued to it by third parties for factual and arithmetical correctness. Where the VENDOR is eligible to claim value-added tax imposed on the performances of third parties in its own name as input tax or within the context of national tax regulations under a reverse charge VAT procedure, the CLIENT will remunerate the net amounts of the costs. Where the VENDOR is not eligible to claim value-added tax imposed on the performances of third parties in its own name as input tax or within the context of national tax regulations under a reverse charge VAT procedure, the CLIENT will remunerate the gross amounts of the costs.

In this case, the VENDOR must detail in writing why it is not eligible to claim value-added tax. The amount of the additional remuneration thus corresponds with the amount of recoverable costs described here. The VENDOR must indicate a net fee for this part of remuneration on its invoice that equals the recoverable costs.

17. Invoicing

17.1. On principle, invoices are to be of an electronic format which meets the requirements of Section 14 (1) of the German VAT Act (UStG - Umsatzsteuergesetz) and shall be sent to the following email address: ABI-Email-Rechnungseingang@audi.de.

17.2. In duly substantiated exceptional cases and following co-ordination with the CLIENT's accounts payable department, the VENDOR may send its invoice in an alternative electronic format to that described in Sec. 17.1, or as a paper copy.

17.3. The VENDOR must duly invoice the CLIENT in accordance with applicable value-added tax laws.

17.4. Where DELIVERABLES are comprised of different types of performance (see Sec. 15.3), the VENDOR must list the different types of DELIVERABLES as well as the respective part of the remuneration attributable to them.

17.5. Invoices must be submitted to the CLIENT stating the supplier number, the PO number, the call-off number, the contract reference or designation of the contract and its date, the account assignment, and the name of the ordering party for verification by the CLIENT. All requisite invoicing documents are to be attached.

17.6. The VENDOR will provide accounting records (i.e., credit notes, debit notes and payment advice notes) to the CLIENT as an electronic download at http://www.vwgroupsupply.com or as a paper copy.

18. Taxes

18.1. Remuneration is considered the respective amount excluding turnover taxes (e.g., value added taxes within the meaning of the Council Directive 2006/112/EC of the European Union of 28 November 2006 on the common system of value-added tax as in effect at any given time and, insofar as named expressly in the CONTRACT, comparable taxes of other countries), however including other possibly due taxes (such as corporate taxes, etc.) and including possible withholding taxes that are due. If applicable, the statutory value-added taxes owed for the DELIVERABLES by the VENDOR to the CLIENT are to be itemised separately and, insofar as expressly agreed in the CONTRACT, to be paid in addition. Any divergent terms (e.g., in offers, records of negotiation) do not apply.

18.2. If the VENDOR is not a German resident in terms of income law, the following applies in regard to withholding taxes:

The amounts for remuneration named in the CONTRACT are understood to include any withholding taxes possibly due and payable in Germany. Any divergent terms (e.g., in offers, records of negotiation) do not apply. Insofar as the remuneration is subject to German withholding tax pursuant to Section 50a of the German Income Tax Act (EStG - Einkommensteuergesetz), (e.g., remuneration for the surrender of rights), the party owing the remuneration (here: the CLIENT) is obligated, at the time of effecting payment of the remuneration to the party to whom the remuneration is owed (here: the VENDOR) (or, as the case may be, when offsetting against counterclaims) to deduct the taxes mentioned in Section 50a of the German Income Tax Act (EStG - Einkommensteuergesetz) (currently 15 %) as well as the solidarity surcharge (currently 5.5 % on this amount of withholding taxes).

The assessment basis for the deduction of withholding taxes is the remuneration due for the specific DELIVERABLES excluding value-added tax. Where it was not agreed to attribute the remuneration to the individual DELIVERABLES and instead remuneration is effected on a flat basis, withholding taxes are deducted from the total amount of remuneration. The CLIENT will retain these taxes from the remuneration payable to the party owed this remuneration (here: the VENDOR) domiciled abroad and, in the name and for the account of the party owed this remuneration (here: the VENDOR), will pay these to the competent Federal Central Tax Office in Bonn, Germany.

The CLIENT will issue a certificate regarding the taxes paid and forward it to the party owed the remuneration (here: the VENDOR). Where the CLIENT is in doubt as to the withholding tax evaluation of certain elements of the VENDOR's deliverables and/or certain elements of the remuneration, the CLIENT has the right to retain at its reasonable direction the withholding taxes in line with statutory regulations and the foregoing provisions. Where a double taxation treaty is in effect between the Federal Republic of Germany and the country in which the party owed the remuneration (here: the VENDOR) is domiciled, this may lead to a lower tax deduction – depending on the terms under the respective double taxation treaty – if the CLIENT, prior to payment (or offsetting) is in receipt of a current exemption certificate from Germany's Federal Central Tax Office (BZSt - Bundeszentralamt für Steuern). Where it is possible that specific elements of the deliverables are subject to withholding tax, the VENDOR will immediately apply for exemption from/ a reduction of withholding taxes with the Federal Central Tax Office. As from when the CLIENT is in receipt of this current certificate, the respective remuneration will be paid (or set-off) without any tax deduction or with a lower tax deduction only (depending on the content/scope of the exemption certificate).

Until the exemption certificate has been received, the CLIENT has the right and is required to retain German withholding taxes plus solidarity tax from the above remuneration in accordance with

statutory regulations. When applying for the exemption certificate, the party owed remuneration (here: the VENDOR) should possibly seek assistance from its tax advisor.

18.3. The VENDOR as such is responsible at its own cost for its tax registration duties, the submission of tax returns/ tax registration and tax payment obligations resulting from this CONTRACT. In this regard, the VENDOR holds no claims against the CLIENT.

18.4. The VENDOR, with regard to its remuneration and deliverables towards third parties, is autonomously responsible for the due registration and payment of possibly due withholding taxes for those third parties. The VENDOR and the third parties hold no claims whatsoever in this regard against the CLIENT.

18.5. Where tax laws and regulations are amended, the respective applicable regulations apply accordingly.

18.6. The VENDOR is required to inform the CLIENT immediately in writing of any fiscally relevant changes (such as, change in the trade name without change to the legal form, new address, change to fiscal domicile and/or fiscal registration, change of legal form).

19. Conditions and Modalities of Payment, Late Payment

19.1. Remuneration is due for payment within thirty (30) days following receipt by the responsible department named in Sec. 17 of the VENDOR's invoice which, if applicable, itemises any possibly due statutory value-added tax unless the CONTRACT stipulates a longer term of payment. However, payment is only due if the DELIVERABLES were rendered in full by the VENDOR and accepted by the CLIENT or surrendered completely to the CLIENT.

19.2. Late payment in accordance with Sec. 19 of the T&CoP IT does not apply to any retained withholding taxes within the meaning of Sec. 18.2 of the T&CoP IT.

19.3. In the event of late payment, the VENDOR may demand default interest in the amount of 5 % points above the base rate of the European Central Bank p.a. as well as, if applicable, compensation for any damage beyond that. The CLIENT is free to provide proof that the damage did not occur or occurred to a lesser degree only. The CLIENT is in default of payment only after the claim for payment has become due and after receipt of a dunning letter from the VENDOR in WRITTEN FORM.

19.4. With regard to the DELIVERABLES, the VENDOR holds a right to withhold the contractual services in relation to the late payment only insofar as the CLIENT is in default by a considerable amount and failed to pay despite being warned of the right of retention being enforced, a dunning letter and setting of a reasonable payment deadline (each respectively in WRITTEN FORM) of a minimum four (4) weeks.

19.5. The CLIENT has offsetting rights and rights of retention to the degree as prescribed by the law.

19.6. The CLIENT's payment of the remuneration to the VENDOR will be effected by remittance to a bank account where the VENDOR is named as the holder.

20. Claims for Defects, Warranty

20.1. In the case of defects of the DELIVERABLES within the meaning of Secs. 434 et seqq. BGB, the CLIENT has the right, subject to setting a reasonable deadline, to demand subsequent performance (at the CLIENT's choice, remedy of defects or the renewed performance of the DELIVERABLES). All costs incurred in the context of subsequent performance are for the VENDOR. If the VENDOR fails to meet the request for subsequent performance or fails to meet such request in good time or if the subsequent performance fails twice, the CLIENT has the right:

- to remedy the defect or have it remedied by a third party and demand payment for the necessary expenses from the VENDOR for this; or

- to reasonably lower the agreed remuneration; or

- to rescind the CONTRACT and demand that any already paid remuneration be paid back; and

- to demand compensation for the damage the CLIENT suffered because of the defect as well as compensation of the expenses which the CLIENT suffered in reliance on receiving defect-free DELIVERABLES.

20.2. In the case of a partial rescission or termination the VENDOR is remunerated only for those DELIVERABLES which were accepted as being free from defects and not affected under the partial rescission or for DELIVERABLES rendered after the termination insofar as the CLIENT is able to use these in an economically sensible manner. The right to compensation for damage or the reimbursement of expenses remains reserved.

21. Infringement of Intellectual Property Rights

21.1. In the case of an INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS the VENDOR will do everything reasonable within the context of any subsequent performance in order to become compliant, and here in particular to acquire necessary rights. If this attempt fails, the VENDOR will provide equivalent DELIVERABLES to the CLIENT which do not breach third-party rights (workaround). Any workaround is only deemed to be sufficient if it does not restrict the contractually compliant or intended usability of the DELIVERABLES by the CLIENT or does so merely insignificantly. The VENDOR must bear the costs of the workaround as well as the costs of any possible update to the environment for the DELIVERABLES unless the VENDOR is not responsible for the infringement of third-party rights.

21.2. If the VENDOR learns of circumstances which may result in an INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, it will immediately and comprehensively inform the CLIENT of this in TEXT FORM and update the CLIENT about any further developments. This is especially the case for existing or upcoming court or out-of-court disputes even if the VENDOR is not a party thereto.

21.3. In case of TC SERVICES or where DELIVERABLES are to be fitted to or integrated with production facilities according to the intended use or the contract, the VENDOR will search for patents, patent applications and utility models which might oppose use of the DELIVERABLES as specified under the contract or according to their intended use. The VENDOR will document this research and will transfer the documentation on request to the CLIENT in TEXT FORM.

21.4. The VENDOR holds the CLIENT harmless to an unlimited scope in terms of amount against all third-party claims and costs related thereto due to any INFRINGEMENTS OF INTELLECTUAL PROPERTY RIGHTS unless the VENDOR is not at fault, such as, for example, because the INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS is exclusively due to a use of the DELIVERABLES which is not permitted according to the agreed terms of use by the CLIENT (e.g., inadmissible combination of software with third-party software).

21.5. Where claims are advanced against the CLIENT for the INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, the VENDOR is obligated to legally defend the CLIENT at its own cost. The CLIENT will assist the VENDOR with the defence of claims advanced by third parties insofar as is necessary and to a reasonable degree, at the VENDOR's expense. The CLIENT has the right to pursue its own legal defence, however the CLIENT will co-ordinate this with the VENDOR. Even in this case, the VENDOR is required to bear the necessary costs.

22. Further Participation of the Originator

During the period of limitation, the VENDOR holds the CLIENT harmless for defects of title according to Sec. 25.1 against all claims which are advanced against the CLIENT by authors involved in the creation of DELIVERABLES.

23. Right of Information, Entitlement to Presentation and Inspection

The VENDOR only has rights of information or entitlement to presentation and inspection in accordance with Secs. 101 to 101b of the German Act on Copyright and Related Rights (UrhG - Urheberrechtsgesetz) after making an advance payment in the amount of internal and external costs which the CLIENT is reasonably and presumably expected to incur as well as after providing reasonable security for the risks and damages which the CLIENT may suffer because of such measure, by depositing funds or providing a directly enforceable bank guarantee. Costs within the meaning of this Section include especially expenses relating to the inspection of the lawfulness of the sought-after measure, expenses for the reasonable, especially data protection-compliant and confidentiality-compliant planning and formulation of the sought-after measure as well as expenses for the performance of the sought-after measure, including any disadvantages which may arise because of the restriction of use and/or withdrawal of use due to the sought-after measure; those costs are eligible for compensation in accordance with Sec. 101a (5) UrhG. The amount of the retainer, the amount of a security as well as the place where the information is provided and the presentation or the inspection takes place shall be determined by the CLIENT with reasonable discretion. The agreed determination shall be declared to

the VENDOR and only becomes binding for the VENDOR if it is reasonable. If it is unreasonable, such determination shall be made by a court of law; the same applies if the determination is unreasonably delayed.

24. Liability

The CLIENT may demand compensation for all damage from the VENDOR which the VENDOR or their bodies, employees and other workers, representatives, vicarious agents or other third parties caused insofar as that damage is based either on a warranty or representation, on a covenant or on a breach of duty on the part of the VENDOR (especially damage from defects, consequential damage from defects, damage from loss of business, and consequential loss of business as well as useless expenditures). If the damage is caused by a breach of duty, the VENDOR is, however, not liable as long as it can prove that the breach of duty is not its fault. Next to this, the CLIENT is entitled to statutory compensation claims.

25. Limitation Period

25.1. The limitation period for claims for defects (Warranty Period) is two (2) years for material defects, and three (3) years for defects of title; where the statutory limitation period for claims for defects is longer, the longer limitation period shall apply instead. The statute of limitation for DELIVERABLES subject to acceptance begins after their acceptance; for DELIVERABLES subject to handover on confirmation of the handover by the CLIENT; otherwise, according to statutory provisions. This applies also to (parts of) software which are licensed to the CLIENT in the context of MAINTENANCE AND SUPPORT SERVICES.

25.2. Statutory limitation periods apply to liability claims and other claims.

26. Data Privacy

26.1. Where the VENDOR processes personal data during the performance of DELIVERABLES, it must comply with the applicable data protection regulations. The VENDOR will process personal data exclusively for the purpose of rendering the DELIVERABLES and will make sure that their employees are only given access to the personal data insofar as is required for this.

26.2. Where the PROCESSING of personal data by the VENDOR is carried out on behalf of the CLIENT, a Data Processing Agreement (DPA) is to be concluded before PROCESSING of the personal data begins, for which the CLIENT will provide a template. Where the contracting parties are joint controllers, the VENDOR pledges to conclude an agreement with the CLIENT for which the CLIENT will provide a template (Joint Controllership Agreement). Where during the performance of the DELIVERABLES by the VENDOR personal data are transferred to a third country (outside of the EU/EEC), a reasonable level of data protection (where applicable, by concluding Standard contractual clauses for the transfer to third countries) is to be vouched for.

26.3. DELIVERABLES must fulfil the current respective default data protection regulations. In particular, they must be designed, created, and configured in compliance with the principles of Privacy by Design as well as Privacy by Default. The VENDOR represents and warrants towards the CLIENT that in terms of the development, use, fitting and/or re-sale of the developments, the principles of data protection under Article 5 (1) of the General Data Protection Regulation (GDPR) and the data protection requirements under Article 25 GDPR are heeded or can be heeded.

26.4. The VENDOR provides the CLIENT with sufficient information and, where applicable, configuration options for all parties involved in the development to be able to fulfil to this extent their individual data protection obligations (such as accountability, erasure, and disclosure duties) towards business partners, the authorities, and data subjects as well as data protection claims of the data subjects.

27. IT Security

27.1. DELIVERABLES must have at least a state-of-the-art level of IT security. The VENDOR will regularly conduct SECURITY TESTING before and – in the case of CONTINUING OBLIGATIONS – during the performance of the DELIVERABLES and document the outcomes accordingly. As soon as the VENDOR becomes aware of threats to IT security, it will immediately inform the CLIENT of this in TEXT FORM and, in close co-ordination with the CLIENT and at its own expense, will launch without delay countermeasures to avoid any constraints on the performance of the DELIVERABLES.

27.2. Before the public disclosure of any IT security failings which may concern the CLIENT's products and/or services, the VENDOR will co-ordinate the response with the CLIENT.

27.3. When making backups of CLIENT DATA, all state-of-the-art arrangements and measures are to be observed in order to be able to archive and restore data pools against loss and with legal certainty at any time.

28. Non-disclosure

The VENDOR will maintain secrecy regarding the business relationship with the CLIENT as well as any information exchanged within the framework of this business relationship. The VENDOR has no right to obtain information through observation, examination, reverse engineering and testing either by itself or through third parties, especially from prototypes, models, vehicles, components and other products and items of the CLIENT. The confidentiality obligation continues to apply for a period of five (5) years after the respective CONTRACT has ended or been completely processed. Otherwise, the terms under the separate non-disclosure obligation or agreement apply.

29. Sub-contractors

29.1. The assignment of DELIVERABLES to third parties by the VENDOR requires the CLIENT's prior approval at least in TEXT FORM, which may not be unreasonably withheld. The VENDOR is permitted to call in third parties for the performance of SUPPORT SERVICES if indicated to the CLIENT in advance or where agreed accordingly. The VENDOR must pass the obligations imposed on it to the called-in third party in WRITTEN FORM and document this to the CLIENT on request. The assignment of the performance of DELIVERABLES by the VENDOR to natural (individual) persons as freelancers is not permitted. In any case, the VENDOR must observe the relevant laws and regulations, especially labour and social laws, when deploying sub-contractors. The VENDOR holds the CLIENT harmless against third-party claims which are based on the VENDOR not having complied with the requirements named above unless the VENDOR was not at fault. Third parties within the meaning of this Section refers especially also to companies affiliated with the VENDOR within the meaning of Secs. 15 et seqq. of the German Stock Corporation Act (AktG - Aktiengesetz). The VENDOR is responsible for the actions and omissions of deployed sub-contractors as if they were the VENDOR's own actions and inactions.

29.2. The third party is mandated in the name and for the account of the VENDOR. Any remuneration payable by the VENDOR to third parties for their performance are completely satisfied by the remuneration agreed between the CLIENT and the VENDOR unless the CONTRACT expressly stipulates a divergent arrangement. The CLIENT has no obligations towards third parties who were contracted by the VENDOR in the VENDOR's name.

30. Credentials, Advertising

The VENDOR may only indicate the business relationship with the CLIENT in advertising or other documents with the CLIENT's prior approval issued at least in TEXT FORM. The CLIENT may revoke this approval any time without stating reasons. The same applies to the use of trademarks, trading names, and other designations of the CLIENT.

31. Liability Insurance

The VENDOR is obliged to maintain a corresponding liability insurance with a reasonable cover in line with the risk of the object of the contract and must document this accordingly to the CLIENT on request.

32. Audits

The VENDOR grants the CLIENT the right, after prior notification, to inspect and audit all information on business transactions between the CLIENT and the VENDOR at the VENDOR's premises and to audit information security measures. The CLIENT or any third party mandated by the CLIENT may access the VENDOR's premises for this during the usual hours of business. The costs of the audit are for the VENDOR if breaches against the CONTRACT are established during the audit unless those breaches are not due to the VENDOR's fault.

33. Change of Control

If the direct or indirect control of the VENDOR changes during the term of the CONTRACT, the VENDOR will notify the CLIENT immediately and unsolicited of this change in TEXT FORM. Insofar as the change might significantly interfere with the CLIENT's legitimate interest, the CLIENT has the right to terminate the CONTRACT for cause.

34. Termination

34.1. The CLIENT may terminate the CONTRACT for convenience in line with applicable law without restrictions.

34.2. Either party has the right to terminate the CONTRACT for cause. Cause for termination applies especially if the VENDOR repeatedly fails to perform the DELIVERABLES by the agreed deadline, or at the agreed scope, or with the agreed quality and, after being cautioned in TEXT FORM stating a reasonable deadline, fails to produce contractually compliant circumstances.

34.3. Termination must always be made in WRITTEN FORM.

35. Migration Support

35.1. As soon as the VENDOR has provided DELIVERABLES (especially CLOUD SERVICES) for a consecutive period of a minimum six (6) months, the VENDOR will support the CLIENT on the CLIENT's request and with separate, market-based remuneration to a reasonable degree to ease the migration to a different technical solution or to another provider while maintaining the uninterrupted availability of the services concerned and/or systems (Migration Support). This does not apply insofar as it would be unreasonable for the VENDOR to render Migration Support services because of special circumstances under the contract's termination.

35.2. Within the framework of providing Migration Support, the VENDOR will continue to provide the DELIVERABLES concerned subject to the current conditions on the CLIENT's request. Insofar as this demonstrably results in higher expenditure for the VENDOR when rendering these services, the VENDOR may demand a reasonable adjustment of remuneration.

35.3. Within the context of Migration Support, the VENDOR will offer additional migration services to the CLIENT on the CLIENT's request and with separate, market-based remuneration, and here in particular a migration concept including a detailed plan of the individual migration steps or support the CLIENT with the preparation and offer hardware and software to the CLIENT pertinent to the infrastructure as well as other items and rights required for the operation of the services.

36. Erasure of Data and Data Disclosure

After completion of the DELIVERABLES or on the CLIENT's request, all CLIENT DATA are to be surrendered to the latter, especially CLIENT DATA stored in the CLOUD SERVICES in the agreed or, if not agreed, in a common electronic format, to CLIENT or a third party appointed by CLIENT insofar as this is permitted according to the respectively applicable law, or access to the CLIENT DATA is to be procured to the CLIENT in such a way that the CLIENT can take over the CLIENT DATA in their entirety. After the DELIVERABLES have ended, the VENDOR must erase the CLIENT DATA. Erasure must only be executed following the CLIENT's express approval in TEXT FORM or the handing over of all data and acceptance pursuant to Sec. 12. The VENDOR has no right to retain any CLIENT DATA.

37. FEEDBACK

The CLIENT may voluntarily provide FEEDBACK to the VENDOR. The VENDOR holds a simple and free right unlimited in terms of time and territory to use the FEEDBACK to improve the DELIVERABLES or its products. If the FEEDBACK contains parts that are capable of being protected, the VENDOR is not granted any rights thereto. The VENDOR must not disclose the origin of the FEEDBACK. Secs. 28 and 30 remain unaffected by this Sec. 37. Any claims for material defects or defects of title under the FEEDBACK are excluded unless the CLIENT acted fraudulently. The CLIENT does not assume any guarantee regarding the FEEDBACK and is only liable in cases of wilful intent or gross negligence.

38. Export Control and Importing

38.1. The VENDOR ensures that the delivery of goods, software, technology/ technical information or services (hereinafter the Items) to the CLIENT does not breach applicable export control and sanctions regulations and that it obtained all the necessary export licenses from the relevant authorities.

38.2. Moreover, the VENDOR assures that the Items transmitted, handed over and/or made available to the CLIENT have not been developed or modified for a (para) military purpose. Prior to concluding a CONTRACT for any terms with the CLIENT, the VENDOR informs the CLIENT of the EU's Export Control Classification Numbers (Annex I to Regulation (EU) 2021/821, as in effect at any given time) and/or other pertinent national export control classification numbers. Where the Items are subject to US (re)export controls (e.g., due to US origin or export-controlled US parts which exceed applicable *de*

minimis values), the VENDOR will inform the CLIENT of the pertinent US Export Control Classification Numbers (ECCN or EAR99) and, in the case of encryption items, must additionally communicate whether the Items fall under the ENC "Unrestricted" or ENC "Restricted" US license exemption.

38.3. The VENDOR will immediately inform the CLIENT of any changes to the Export Control Classification for Items transferred to the CLIENT. The VENDOR must transfer all this information unsolicited and free of charge to the respective point of contact on the CLIENT's side. Where the CLIENT provided a questionnaire to the VENDOR regarding the Export Control Classification, the VENDOR's answers must be added to this questionnaire. The VENDOR guarantees that the information provided to the CLIENT regarding the Export Control Classification is accurate insofar as the necessary conclusions and clarifications with the relevant Export Control authorities have been made and applicable reporting and/or reporting requirements towards the relevant Export Control authorities have been fulfilled.

38.4. The VENDOR ensures that goods, software, technology/ technical information or services are, as a rule, delivered to the CLIENT DDP (delivery duty paid). On principle, software from non-EU states – if technically feasible as well as for reasons of non-disclosure – must be provided electronically. This equally applies to software updates.

39. Prohibition of Assignment

39.1. The assignment of contractually agreed rights or obligations by the VENDOR requires the CLIENT's prior approval in TEXT FORM to become effective.

39.2. A VENDOR domiciled abroad has no right to assign its claims against the CLIENT or have them collected by third parties.

39.3. A VENDOR domiciled in Germany has no right to assign its claims against the CLIENT to a third party domiciled outside of Germany or have them collected by a third party domiciled outside of Germany. The VENDOR does not have the right to assign its claims against the CLIENT or to have third parties collect these without the CLIENT's prior approval given at a least in TEXT FORM, which may not be unreasonably withheld. Where the VENDOR assigns a claim against the CLIENT without the CLIENT's approval, the assignment still becomes valid; however, the CLIENT may perform at its own choice to the VENDOR or the third party with releasing effect.

40. Compliance and Sustainability

40.1. The VENDOR pledges to take all measures which are necessary and reasonable to fight corruption and prevent other legal violations, especially against the provisions under antitrust law, competition law, environmental protection, customs and foreign trade law and against the rights of employees. The VENDOR takes all reasonable measures (including also legal and contractual measures) in order to prevent its legal representatives, employees, sub-contractors, advisors or other third parties contracted by the VENDOR from committing, or rendering themselves liable to prosecution by committing or omitting actions, such as for example due to bribery, corruption, granting of an (undue) advantage, accepting of an (undue) advantage, money laundering, fraud or breach of trust.

40.2. In the case of a breach against these obligations or if there is justified suspicion for such a breach in connection with the fulfilment of the obligations under this CONTRACT, the VENDOR will immediately notify the CLIENT and inform the CLIENT which remedial measures it has taken to remedy the breach and prevent future breaches. Where the VENDOR fails to immediately notify the CLIENT or take suitable remedial measures within sixty (60) days after having gained this knowledge, the CLIENT has the right to take appropriate legal steps, including termination without notice of the CONTRACT concerned or termination of the business relationship with immediate effect if the continuation of the CONTRACT or of the business relationship would be unreasonable for the CLIENT due to the severity of that breach. It is for the CLIENT to waive such consequences and instead take alternative measures if the VENDOR can provide reliable assurance and proof that it immediately initiated countermeasures to prevent similar breaches in the future.

40.3. The VENDOR holds the CLIENT, its legal representatives, boards and employees harmless against all claims, damage, costs and expenditures and, amongst others, also legal fees due to a breach of a duty under this clause insofar as the VENDOR is responsible for this breach and this is not the fault of the CLIENT or a third party mandated by the CLIENT.

40.4. Where the CLIENT or the authorities demand to inspect the production process or the service provision as well as records and processes of the VENDOR relating to the purchase order to review certain requirements or because of justified suspicions, the VENDOR commits to approving such a review or

audit subject to the consideration of data protection concerns as well as the protection of its business and trade secrets and to provide any reasonable support.

40.5. The Requirements of the Volkswagen Group on Sustainability in Relationships with Business Partners (Code of Conduct for Business Partners) as in effect at the time of signing the Contract become an integral part of the Contract. The business partner pledges to comply with them. Where the Requirements of the Volkswagen Group on Sustainability in Relationships with Business Partners (Code of Conduct for Business Partners) are not attached to the request or the purchase order, they can be downloaded at https://www.audibusinessinnovation.com/abi/web/de/procurement.html.

41. Assistance with Taking of Evidence

The VENDOR will reasonably support the CLIENT by securing, compiling and surrendering information and data where this is required in the context of formal procedures of taking evidence provided that no compelling data protection or secrecy protection reasons oppose this.

42. Jurisdiction

The competent court of the CLIENT has jurisdiction. Also, the CLIENT has the right to seize any other competent court.

43. Choice of Law

The law of the Federal Republic of Germany applies. The application of the provisions under the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 is excluded.

44. Binding Text Version

These T&CoP IT are available in their original German version and as a translation into English, whereby in the case of inconsistencies, the German original is the decisive version.

II. Special Part

The terms below apply to specific DELIVERABLES. Where no arrangements have been made under the Special Part, the terms under the General Part apply equally to these DELIVERABLES.

Licensing of STANDARD SOFTWARE

Licensing of STANDARD SOFTWARE is subject to:

1. DELIVERABLES

1.1. The VENDOR licenses the STANDARD SOFTWARE to the CLIENT including the associated documentation.

1.2. The documentation is provided to the CLIENT in German (for German usage sites) or English in printed or digital printable format. Licensing of the documentation is a primary duty under the CONTRACT. The documentation must suffice for the average user to be able to use the software without support from the VENDOR. Instruction manuals that are supplied must enable an IT specialist to install, operate and maintain the software.

1.3. On request by the CLIENT, the VENDOR will offer MAINTENANCE AND SUPPORT SERVICES at market-based conditions.

2. License/ Rights of Use

2.1. The VENDOR grants the CLIENT the non-exclusive, irrevocable rights of use unlimited in terms of territory and content and transferable within the VOLKSWAGEN GROUP and (even in several stages) sublicensable only within the VOLKSWAGEN GROUP for the intended use to the STANDARD SOFTWARE. Unless the STANDARD SOFTWARE was expressly licensed subject to a limitation of time, the rights of use are granted unlimited in terms of time. No transfer of ownership is linked to the granting of rights of use.

2.2. Content-related restrictions of rights of use on the part of the CLIENT to the STANDARD SOFTWARE, and here in particular regarding the number of installations or users (named in person or simultaneously accessing) apply only to the direct use of the STANDARD SOFTWARE, however not to the indirect use of the STANDARD SOFTWARE by users who access other systems and/or programmes used by the CLIENT which interoperate with the software.

Licensing of CUSTOM SOFTWARE

Licensing of CUSTOM SOFTWARE is subject to:

1. DELIVERABLES

1.1. The VENDOR licenses to the CLIENT the object code and the source code of the CUSTOM SOFTWARE including user documentation, programming documentation and the development tools required to edit the CUSTOM SOFTWARE.

1.2. The VENDOR will use code scanning tools to document the quality of the CUSTOM SOFTWARE and the current state of the art. The detailed code scanning documentation (including outcome report of the scans as agreed with the CLIENT) is to be delivered together with the respective DELIVERABLE.

1.3. The user and programming documentation is provided to the CLIENT in German (for German usage sites) or English in printed or digital printable format. Surrendering the documentation and where applicable, delivery of the development tools is a primary duty under the CONTRACT. The user documentation must suffice for the average user to be able to use the software without support from the VENDOR. Instruction manuals that are supplied must enable an IT specialist to install, operate and maintain the software.

1.4. On request by the CLIENT, the VENDOR will offer MAINTENANCE AND SUPPORT SERVICES at market-based conditions.

2. Ownership Rights and License/ Rights of Use

The VENDOR grants the CLIENT all ownership rights to the CUSTOM SOFTWARE or, if this is not possible according to governing law, the exclusive, transferable, irrevocable, sublicensable rights of use and exploitation unlimited in terms of time, territory, and content for any type of use, inclusive of the right to process, translate, decompile, rework in any other way, reproduce, distribute, communicate to the public and make publicly available.

Licensing of Hardware

Licensing of hardware is subject to:

1. DELIVERABLES

1.1. The VENDOR licenses the hardware including the EMBEDDED SOFTWARE and/or the OPERATING SOFTWARE as well as the associated documentation to the CLIENT. Where the EMBEDDED SOFTWARE and/or the OPERATING SOFTWARE is STANDARD SOFTWARE, Secs. 1 and 2 on the licensing of STANDARD SOFTWARE under Paragraph II. Special Part apply accordingly; where the EMBEDDED SOFTWARE and/or OPERATING SOFTWARE is CUSTOM SOFTWARE, Secs. 1 and 2 on the licensing of CUSTOM SOFTWARE under Paragraph II. Special Part apply instead. These T&CoP IT apply exclusively to EMBEDDED SOFTWARE and OPERATING SOFTWARE; where in the exceptional case the CLIENT accepts the VENDOR's licensing conditions/ conditions of use for the EMBEDDED SOFTWARE and OPERATING SOFTWARE, Sec. 1.6 applies accordingly.

1.2. DELIVERABLES must compellingly be divided pursuant to Sec. 15.3. The VENDOR's invoice must specify whether it refers to STANDARD or CUSTOM SOFTWARE.

1.3. The hardware must be CE certified and has to be supplied in accordance with current VDE (Verband der Elektrotechnik Elektronik Informationstechnik e. V.) and UVV (Unfallverhütungsvorschriften) terms.

1.4. A delivery note must be enclosed with every delivery which must specify the CLIENT order data (especially the number and date of the purchase order, cost centre).

1.5. The CLIENT need not return the packaging to the VENDOR. On the CLIENT's request, the VENDOR will take back the packaging at the place of fulfilment in accordance with Sec. 11.1 of these T&CoP IT at its own expense.

1.6. On request by the CLIENT, the VENDOR will offer MAINTENANCE AND SUPPORT SERVICES at market-based conditions.

CLOUD SERVICES

CLOUD SERVICES are subject to:

1. DELIVERABLES

1.1. The VENDOR will supply the CLIENT with all the necessary access information and means (e.g., usernames, passwords, access keys or access software) for use of the CLOUD SERVICES in good time before the start of operation and on request at any time during the contract term free of charge.

1.2. The terms under Sec. 5 apply accordingly to CLOUD SERVICES insofar as during the performance of the DELIVERABLES (i) FREE AND OPEN SOURCE SOFTWARE or parts thereof are stored on systems and/or in products of the CLIENT or third parties (temporary storage only suffices, e.g., uploading a copy into working memory), or (ii) a COPYLEFT EFFECT (e.g., remote access) is triggered.

1.3. CLOUD SERVICES have to be released by the CLIENT in TEXT FORM before starting operation. No remuneration is due and payable until release and neither does the term (lease term) begin before such release.

1.4. Unless otherwise agreed in the CONTRACT, CLOUD SERVICES availability in relation to the calendar month totals 99.98 %.

1.5. The VENDOR will perform ongoing MAINTENANCE SERVICES without additional remuneration for the CLOUD SERVICES and update the CLOUD SERVICES to the current state of the art.

1.6. On request by the CLIENT, the VENDOR will offer SUPPORT SERVICES at market-based conditions.

1.7. The VENDOR will routinely perform and/or enable data backups. Data backups are to be carried out and/or enabled in reasonable proportion to the threat of loss and damage, however at a minimum daily. On request by the CLIENT, backup copies are to be surrendered.

1.8. Without the CLIENT's prior approval, the VENDOR must not perform changes to the file format of CLIENT DATA unless this is compellingly necessary to perform the DELIVERABLES; the VENDOR must immediately inform the CLIENT of this in TEXT FORM.

1.9. Before the VENDOR rolls out the relevant changes (e.g., interfaces) for the CLIENT to the CLOUD SERVICES, it must provide the information required for the uninterrupted, continued use of the CLOUD SERVICES in good time to the CLIENT in TEXT FORM.

1.10. While providing the CLOUD SERVICES, the VENDOR must at least comply with the requirements and standards of the IT baseline protection of the Federal Office for Information Security (BSI - Bundesamts für Sicherheit in der Informationstechnik).

1.11. The VENDOR will only process CLIENT DATA at the contractually agreed sites and will not change the PROCESSING site without the CLIENT's approval in TEXT FORM. This applies also to external backup servers as well as emergency data centres which are used if applications, software and/or infrastructure are down or in the case of an emergency as set out in the contract.

2. License/ Rights of Use

The VENDOR grants the CLIENT the non-exclusive, irrevocable rights of use unlimited in terms of territory and content and transferable within the VOLKSWAGEN GROUP and (even in several stages) sublicensable only within the VOLKSWAGEN GROUP for the intended use of the software provided via the CLOUD SERVICES as contractually specified or intended.

DEVELOPMENT SERVICES

DEVELOPMENT SERVICES are subject to:

1. DELIVERABLES

1.1. The VENDOR will duly perform the DEVELOPMENT SERVICES in accordance with the current state of the art including the latest programming standards and will comply with the CLIENT's current (quality) standards and work methods which have been brought to the VENDOR's attention.

1.2. Through a careful selection of employees, the VENDOR makes sure that they possess for the entire duration of the development period the personal aptitude and know-how regarding the tasks assigned to them to perform the DEVELOPMENT SERVICES of the agreed quality.

1.3. The VENDOR accepts as a primary duty to document the DEVELOPMENT SERVICES in a technically comprehensible manner and, on request, to inform the CLIENT sufficiently and precisely of the status of the DEVELOPMENT SERVICES. The CLIENT may at any time demand that design stage and intermediate results be presented without this releasing the VENDOR of their obligation under this Section.

1.4. In terms of the information to be exchanged, the VENDOR and the CLIENT will appoint points of contact. Co-ordination meetings are regularly held between the points of contact on the content and the performance of DEVELOPMENT SERVICES as well as on the exchange of all information required for the performance of the contract. The point of contact named by the VENDOR is ultimately responsible for the planning, co-ordination, and monitoring of the performance of the DEVELOPMENT SERVICES.

2. Acceptance

2.1. The VENDOR indicates to the CLIENT in TEXT FORM that the DEVELOPMENT SERVICES are ready for acceptance. The contracting parties then agree to a time and place of accepting the DEVELOPMENT SERVICES. Unless the CLIENT refrains from this in the individual case in WRITTEN FORM, a minimum

ten (10) subsequent working days-lasting acceptance test will be carried out under simulated and/or real conditions of application. The CLIENT will determine in co-ordination with the VENDOR the exact details as well as the period for the acceptance tests. The CLIENT may conduct the acceptance test itself or demand that the VENDOR conducts the acceptance text with the CLIENT in attendance. In connection therewith, the CLIENT has the right to review the fulfilment of the requirements described in the CONTRACT by using code scanning tools or have these reviewed by the VENDOR. The defects occurring during the acceptance test are documented in a log by the CLIENT.

2.2. If there are no defects or if the defects are minor only, the CLIENT will declare acceptance in WRITTEN FORM - in the case of acceptance without acceptance test within ten (10) workdays after receiving the DEVELOPMENT SERVICES and in the case of acceptance with acceptance test within fifteen (15) workdays after the acceptance tests have been concluded unless a longer deadline has been agreed unanimously. The acceptance of part performances does not limit the CLIENT in asserting defects in previously accepted part performances during the overall acceptance insofar as they only become obvious through the interaction of system elements.

2.3. The VENDOR must remedy defects which hinder acceptance immediately and re-submit its DEVELOPMENT SERVICES for acceptance. The above terms of the Sections apply to a renewed acceptance accordingly.

2.4. Payments on the part of the CLIENT do not imply that the DELIVERABLES have been accepted or that acceptance is to be waived.

3. Ownership Rights and License/ Rights of Use

The VENDOR grants the CLIENT all ownership rights to the DEVELOPMENT SERVICES or, if this is not possible according to the governing law, the exclusive, transferable, irrevocable, sublicensable rights of use and exploitation unlimited in terms of time, territory, and content for any type of use, inclusive of the right to edit, translate, decompile, rework in any other way, reproduce, distribute, communicate to the public and make publicly available.

4. Rescission, Termination

Rescission or termination do not affect the rights of use and exploitation granted under Sec. 3 to DEVELOPMENT SERVICES in Paragraph II. Special Part and the licensing and/or surrender of all work results created so far. In the case of rescission, the VENDOR has the right to reasonable remuneration for the rights of use and exploitation remaining with the CLIENT to already created DEVELOPMENT SERVICES unless the CLIENT waives the use and exploitation of these rights. The same applies in the case of termination unless the VENDOR has already received a respective proportionate remuneration.

AGILE DEVELOPMENT SERVICES

AGILE DEVELOPMENT SERVICES are subject to:

1. DELIVERABLES

The terms for AGILE DEVELOPMENT SERVICES just like those in Sec. 2.4 on AGILE DEVELOPMENT SERVICES under Paragraph II. Special Part for respectively applicable declared terms, apply only in the case that the VENDOR did not conclude a Framework Agreement for Agile Software Development with the CLIENT.

The VENDOR accepts as a primary duty to document the AGILE DEVELOPMENT SERVICES in a technically comprehensible manner and grants the CLIENT access at any time within the context of the chosen agile development method to the current documents describing the developmental progress.

2. Acceptance

2.1. AGILE DEVELOPMENT SERVICES are always subject to an overall acceptance (final acceptance). However, a confirmation of parts of the performance, concepts, developments, specifications, or milestones is issued within the framework of the agile development routinely to a degree that the performance stages concerned, once completed, are tested in the framework of the chosen agile development methods and defects are recorded. This confirmation is neither deemed an acceptance

nor a partial acceptance and instead merely encompasses approval of the performance stage concerned, following which the VENDOR is to continue with the service provision at the agreed scope and – insofar as agreed in the CONTRACT – a payment will be released.

2.2. Within the framework of the respective confirmation for the individual performance stages as well as the final acceptance test, the VENDOR must demonstrate that the individual performance stages as well as the overall performance fulfils under similar live mode conditions all requirements and acceptance criteria defined in the Product Backlog and – if agreed – in the Definition of Done. Especially the functionalities which can only be tested by integrating the individual performance stages into the current development stage or the overall integration of the DELIVERABLES as well as the performance capability of the individual performance stages and of the overall system will be tested here. Acceptance tests do not constitute the productive use and exploitation of DELIVERABLES.

2.3. The remuneration specified at the time of concluding the contract is considered a binding remuneration ceiling.

2.4. Otherwise, the terms of Secs. 2, 3, and 4 of the DEVELOPMENT SERVICES in Paragraph II. Special Part for AGILE DEVELOPMENT SERVICES apply accordingly unless otherwise agreed in this paragraph.

MAINTENANCE AND SUPPORT

MAINTENANCE AND SUPPORT SERVICES are subject to:

1. DELIVERABLES

1.1. Within the framework of SUPPORT SERVICES, the VENDOR will remedy errors and malfunctions within the agreed time periods, in any case by a deadline that is appropriate in relation to the threats and impact of the errors and malfunctions.

1.2. Where MAINTENANCE SERVICES were agreed, the VENDOR will continually advance the progress of the DELIVERABLES and provide patches, updates, upgrades, and new programme versions to the CLIENT.

1.3. Where the patches, updates, upgrades, or new programme versions are for STANDARD SOFTWARE, Secs. 1 and 2 on the licensing of STANDARD SOFTWARE under Paragraph II. Special Part apply accordingly; where they are for CUSTOM SOFTWARE, Secs. 1 and 2 on the licensing of CUSTOM SOFTWARE under Paragraph II. Special Part apply instead.

TC SERVICES

TC SERVICES are subject to:

1. DELIVERABLES

1.1. In performing the TC SERVICES, the VENDOR will observe the pertinent telecommunication laws and here in particular, secrecy of telecommunications. The VENDOR will commit those employees and vicarious agents to comply with the secrecy of telecommunications who are engaged in the performance of TC SERVICES.

1.2. Where the CLIENT, in terms of telecommunications laws, is considered the TC provider or in any other way as the controller, the VENDOR will perform its TC SERVICES in a way that the CLIENT may fully comply with its TC-related legal obligations. The VENDOR will hereby take telecommunications law-based reporting and emergency call as well as customer and data protection obligations on the part of the CLIENT into consideration.