

— General Terms and Conditions of Purchase

of the FZI Forschungszentrum Informatik

1. General

- 1.1** The following Terms and Conditions of Purchase (GTCP) shall apply to all purchase contracts, service contracts and contracts for work and services as well as mixed-type contracts between the FZI Forschungszentrum Informatik (hereinafter referred to as FZI or Principal) and the Contractor.
- 1.2** These GTCP shall also apply to all future deliveries, services or offers to the FZI, even if they are not separately agreed upon again.
- 1.3** These GTCP shall apply exclusively. General terms and conditions of business or purchase or supplementary terms and conditions of the Contractor shall not become part of the contract, even without the FZI expressly objecting thereto. Anything to the contrary shall only apply if the FZI expressly agrees to their validity in writing. This agreement requirement shall apply in any case, for example even if the FZI accepts the Contractor's services or deliveries without reservation in the knowledge of the Contractor's General Terms and Conditions.
- 1.4** The contract shall be based on the following order of precedence: the contract concluded with the Contractor including any annexes, the order letter with the terms and conditions stated therein, and these GTCP and VOL/B in the version applicable at the time the order is placed.
- 1.5** Contracts must be concluded in writing. The same shall apply to amendments.
- 1.6** The involvement of subcontractors is not permitted without the written consent of the FZI. In the event of violations, the FZI shall be entitled to withdraw from the contract in whole or in part.

2. Prices, terms of payment, invoice details

- 2.1** The price shown in the order shall be binding. All prices are subject to statutory value-added tax.
- 2.2** Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the Contractor (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).
- 2.3** The agreed price shall be due for payment within 30 days net from complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. The bank's receipt of the transfer order shall suffice for the timeliness of the payments owed by the FZI.
- 2.4** The invoices must be submitted to the FZI in a verifiable form, stating the order number, the article number, the quantity delivered and the delivery address and the name of the contact person. All required billing documentation must be included. If one or more of these details are missing and this delays processing by the FZI in the normal course of business, the payment deadlines specified in para. 3 shall be extended by the period of the delay.
- 2.5** The FZI shall only enter into default on the basis of a dunning notice. Section 286(3) BGB (German Civil Code) shall not apply.

3. Delivery, export regulations and transfer of risk

- 3.1 All delivery dates stated in the order or otherwise agreed shall be binding.
- 3.2 The Contractor is obliged to inform the FZI immediately of any impending or actual failure to meet a delivery date, its causes and the expected duration of the delay. This shall not affect default of delivery occurring.
- 3.3 In the event of a default of delivery, the FZI shall be entitled to all statutory claims.
- 3.4 If goods are exported by the Contractor, it is obliged to obtain all necessary documents and permits (export permits, customs documents, etc.) at its own expense and on its own responsibility. The Contractor shall indemnify the Principal against all claims arising from non-compliance with export and/or import regulations.
- 3.5 The Contractor shall not be entitled to make partial deliveries without the prior written consent of the FZI.
- 3.6 Even if shipment has been agreed upon, the risk shall not pass to the FZI until the goods have been handed over to the FZI at the agreed destination. If acceptance is provided for, the risk shall pass to the FZI only after acceptance.

4. Confidentiality and retention of title

- 4.1 The FZI shall retain ownership or copyright of orders placed by the FZI, as well as drawings, illustrations, calculations, descriptions and other documents made available to the Contractor. The Contractor may not make them available to third parties or use or reproduce them itself or through third parties without the express consent of the FZI. The documents must be kept confidential from third parties, even after termination of the contract. The obligation to maintain confidentiality shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known. The

Contractor shall return these documents in full to the FZI at the FZI's request if they are no longer required by the Contractor in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, any copies made by the Contractor shall be destroyed; the only exceptions to this are storage within the scope of statutory storage obligations and the storage of data for backup purposes within the scope of normal data backup.

- 4.2 The foregoing provision shall apply mutatis mutandis to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items provided by the FZI to the Contractor for production. Such items shall – as long as they are not processed – be stored separately at the Contractor's expense and insured to a reasonable extent against destruction and loss.
- 4.3 Without prior written consent, the Contractor may not refer to the business relationship in advertising material, brochures, etc. and may not exhibit delivery items manufactured for the FZI.
- 4.4 Contractor shall bind its subcontractors in accordance with this Section 4.

5. Warranty and limitation period

- 5.1 The FZI is entitled to statutory warranty rights without restriction. In particular, the FZI shall be entitled to demand, at its option, rectification of the defect or delivery of a defect-free item or compensation for damages.
- 5.2 The costs to be borne by the Contractor in connection with the rectification of defects shall also include expenses for the implementation of the rectification of defects as well as for packaging, transport and insurance costs.
- 5.3 Notification of a defect to the Contractor shall suspend the limitation period. Insofar as a defect has been reported to the Contractor within the limitation period, the Contractor waives the defence of limitation.

6. Exemption

The Contractor undertakes to indemnify the FZI against any liability towards third parties or liability claims by third parties arising from the manufacture, delivery or storage of the products (product liability). It is obliged to reimburse the FZI for payments made in the settlement of justified claims. The indemnification and reimbursement obligation shall not apply if the underlying event is demonstrably due to grossly negligent or intentional misconduct on the part of the FZI or one of its employees, representatives, vicarious agents or companies affiliated with the FZI. The Contractor is obliged to inform the FZI without delay of any action brought against it or of the assertion of claims and to provide all documents relating thereto at the FZI's request.

7. Rights to the contractual services

The Contractor shall grant the FZI an irrevocable, exclusive, unrestricted, in particular temporally and spatially unrestricted, transferable and sublicensable right of use, exploitation and processing to the work results arising within the scope of the order (e.g. technical developments, expertise, documents, concepts, designs, discoveries, inventions, technical improvement proposals, processes, algorithms, technologies, designs, marks, computer programs, interfaces, images, texts, databases), unless otherwise agreed. This comprehensive granting of rights shall be deemed fully compensated by the remuneration.

8. Third-party property rights

- 8.1 The Contractor warrants that its services are free from third-party rights and that the contractual use of its performance does not interfere with patents, licenses or other industrial property rights of third parties.
- 8.2 The Contractor shall indemnify the FZI against claims by third parties arising from any direct or indirect infringements of property rights for which the Contractor is responsible.

9. Open-source Software

- 9.1 To the extent that software is provided by the Contractor to the FZI on the occasion of or in connection with this order or the Contractor combines the software with other software, the use of open-source software ("OSS") by the Contractor requires the prior written consent of the FZI specifying the OSS to be used and the associated OSS license terms.
- 9.2 The Contractor shall bear or reimburse the FZI for all costs, expenses and damages caused by the culpable fulfilment or incomplete fulfilment of the obligations established for the Contractor in this Section 9 or the elimination of the consequences thereof.

10. Assignment, set-off, retention

- 10.1 Rights and obligations arising from the order may only be transferred to third parties with the prior written consent of the FZI. The provisions on rights of use shall remain unaffected.
- 10.2 The Contractor shall only be entitled to a right of set-off or retention on the basis of counterclaims that have become res judicata or are undisputed.

11. Compliance with laws

- 11.1 In connection with the contractual relationship, the Contractor is obliged to comply with the statutory provisions applicable to it in each case. This concerns in particular anti-corruption and money laundering laws as well as antitrust, labour and environmental protection regulations.
- 11.2 The Contractor shall ensure that the products delivered by it comply with all relevant requirements for being placed on the market in the European Union and the European Economic Area. Upon request, it shall provide the FZI with evidence of conformity by submitting suitable documents.

11.3 The Contractor shall use reasonable efforts to ensure compliance by its subcontractors with the obligations imposed on the Contractor in this Section 11.

11.4 When working on the premises of the FZI, the house rules must be noted. The house rules can be viewed on site at the FZI or can be sent electronically in advance upon request. In addition, a briefing by the supervising FZI employee will take place before starting to work on site.

11.5 The FZI operates an information security management system. The guideline on information security is available on the FZI website.

12. Withdrawal and termination rights

12.1 A breach of any of the aforementioned obligations, assurances or reservations of consent in Sections 1 (5), (4), (9) and (11) shall entitle the FZI to terminate the contract without notice. In such cases, the FZI shall be entitled, but not obliged, to return the previous deliveries. The Contractor shall refund to the FZI the remuneration already paid. The Contractor shall be remunerated on a pro-rata basis for services not returned.

12.2 The Contractor shall compensate the FZI for all damages incurred directly or indirectly as a result of the termination of the order pursuant to para. 1. The Contractor shall not be entitled to any rights other than claims to remuneration for deliveries and services used as a result of the dissolution of the contract.

12.3 Statutory rights and claims shall not be limited by the provisions contained in this Clause 12.

13. Final provisions

13.1 The place of performance shall be the registered office of the Principal. Something else may also be agreed upon for deliveries.

13.2 The law of the Federal Republic of Germany shall apply to the exclusion of the reference standards of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.3 The place of jurisdiction shall be Karlsruhe.

13.4 Should one or more provisions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The same shall apply in the event of a regulatory loophole.