

General Terms and Conditions of Purchase for IT Services of TÜV Rheinland Service GmbH

Section A: General provisions

1. GENERAL / SCOPE

- 1.1. These General Terms and Conditions of Purchase for IT Services („IT-GTC“) govern all business relationships entered into by TÜV Rheinland Service GmbH or an affiliated company pursuant to Sections 15 et seq. AktG (German Stock Corporation Act) („TÜV Rheinland“) with contractual partners as suppliers, contractors and/or service providers („Service Providers“) for services in accordance with Section 2.1 below.
- 1.2. The business relationship between TÜV Rheinland and the Service Provider shall be governed exclusively by the following IT-GTC in the version valid at the time of conclusion of the contract.
- 1.3. Any deviating or conflicting terms and conditions of the Service Provider shall not be binding on TÜV Rheinland and shall not become part of the contract unless TÜV Rheinland has expressly agreed to their validity in writing. The Service Provider's terms and conditions shall not become part of the contract even if they do not conflict with the provisions of these IT-GTC, but merely supplement them. These IT-GTC shall also apply if TÜV Rheinland accepts or pays for services in accordance with Section 2.1 without reservation, despite being aware of deviating, conflicting or supplementary terms and conditions of the Service Provider.

2. SUBJECT MATTER OF THE CONTRACT

- 2.1. Depending on the specific contractual agreement, the subject matter of the contract may be:
 - 2.1.1. the commissioning of the development and production of software individually tailored to the needs of TÜV Rheinland (e.g. in the form of individual programming of new software, adaptation programming of existing software or the making of settings in software to ensure its functionality for TÜV Rheinland – collectively referred to as „development services“);
 - 2.1.2. the provision or operation of software (known as software-as-a-service), a programming or execution environment (known as infrastructure-as-a-service) or an IT platform (known as platform-as-a-service), which is used by TÜV Rheinland via an internet or other telecommunications connection (collectively referred to as „cloud services“); or
 - 2.1.3. the provision of IT consulting services.

The services listed under this section 2.1 are hereinafter collectively referred to as „IT services“.
- 2.2. Section A of these IT-GTC regulates the general principles applicable to all IT services, Section B sets out specific provisions for development services (Waterfall methodology and agile development services), Section C for the provision of cloud services and Section D for the provision of IT consulting services.
- 2.3. The type and scope of the Service Provider's IT services are specified in detail in the contract concluded between the contracting parties („contract“) and these IT-GTC. In the event of contradictions, the provisions of the Contract shall take precedence over the provisions of these IT-GTC; a deviating provision may be agreed in the Contract.

3. GENERAL PROVISIONS ON IT SERVICES

- 3.1. The Service Provider shall provide the IT services in accordance with the current state of the art and the following provisions, whereby the technical specifications set out in the contract must be complied with. The Service Provider shall notify TÜV Rheinland of any relevant changes in the state of the art if these changes have an impact on the IT services. If the changes have no impact on project and time schedules or remuneration, the Service Provider shall implement the necessary changes; otherwise, the Service Provider shall, upon request, submit an offer for implementation; the provisions on change requests in Section 12 shall apply.
- 3.2. The Service Provider shall provide the personnel resources specified in the contract for the performance of its IT services. Falling short of the specified personnel resources is only permissible in short-term and unforeseeable cases (e.g. illness or departure from the Service

Provider's company or comparable circumstances) and only if an equivalent replacement cannot be named at short notice. The Service Provider shall only employ personnel who are sufficiently qualified for the respective service obligation to be performed, but who at least meet the requirements specified in the contract, if applicable. If no personnel resources are specified in the contract, the Service Provider shall employ the personnel resources necessary to perform the IT services.

- 3.3. If the Service Provider is required to submit documents to TÜV Rheinland in accordance with the contractual provisions and no other formats are specified in the contract or within the scope of the contract implementation by TÜV Rheinland, these documents shall be created in German using standard versions of MS Word, MS Excel and MS Project and submitted to TÜV Rheinland in these formats and in electronic form (single copy).
- 3.4. The Service Provider is not entitled to make partial deliveries or provide partial services or to commission a subcontractor without the consent of TÜV Rheinland. In the event of consent to the commissioning of a subcontractor, the Service Provider remains the sole responsible service provider and contact person vis-à-vis TÜV Rheinland.

4. MIGRATION SUPPORT

- 4.1. If the Service Provider provides development services or cloud services, it shall, at any time upon request by TÜV Rheinland and for a separate fee, provide TÜV Rheinland with reasonable support in facilitating the transition to another technical solution or another provider without interrupting the availability of the affected services and/or systems („migration support“); if corresponding remuneration rates have been agreed in the contract, these shall apply; otherwise, remuneration shall be paid at standard market conditions to be agreed upon. This shall not apply if the provision of migration support services is unreasonable for the Service Provider due to the special circumstances of the termination of the contract. If migration support is already included in the Service Provider's remuneration under the contract, no further remuneration shall be paid.
- 4.2. As part of the migration support, the Service Provider shall, at TÜV Rheinland's request, continue to provide the IT services affected by the termination under the previous terms and conditions. If this results in demonstrably increased costs for the Service Provider in providing the services, the Service Provider may demand an appropriate adjustment of the remuneration.
- 4.3. As part of the migration support, the Service Provider will offer TÜV Rheinland further migration services upon request and in return for separate, market-standard remuneration, in particular creating or assisting in the creation of a migration concept with detailed planning of the individual migration steps and offering TÜV Rheinland hardware and software belonging to the infrastructure as well as other items and rights necessary for the operation of the services.

5. RIGHTS OF USE / LICENCES

- 5.1. Unless otherwise specified in the contract or these IT-GTC, the Service Provider grants TÜV Rheinland all intellectual property rights to the results of its IT services or, if this is not possible under applicable law, exclusive, transferable, irrevocable, sublicensable (e.g. to affiliated companies of TÜV Rheinland, customers and/or other contractual partners of TÜV Rheinland or the affiliated companies of TÜV Rheinland) rights to use the results in any manner without restriction in terms of time, location or content, including the right to edit, translate, decompile, otherwise modify, reproduce, distribute, publicly reproduce and make publicly available. If the results are software, the right granted shall apply to both the source code and the object code of the results, both of which shall be handed over to TÜV Rheinland by the Service Provider within the scope of the performance of the service.

- 5.2. Unless otherwise stipulated in the contract, the Service Provider may only use legally protected third-party components that are subject to open source licences („open source components“) if these do not contain any „copyleft“ (i.e. a provision stipulating that the respective open source component and works derived from it may only be redistributed under the underlying or a compatible open source licence) and provided that the Service Provider ensures that the use of the open source component does not result in the results or components of the results themselves becoming subject to the licence terms applicable to the open source components used.
- In the case of the use of open source components without copyleft in results in accordance with Section 5.1, the granting of rights with regard to such components of the results shall also be in accordance with Section 5.1, but with the proviso that they are non-exclusive. Changes and enhancements made within the scope of the Service Provider's services are not components of the open source components; Section 5.1 applies without restriction to these changes and enhancements. However, the Service Provider must agree the use of open source components with TÜV Rheinland in advance, at least in text form. TÜV Rheinland reserves the right to veto the use of open source components without incurring any additional costs.
- 5.3. If the Service Provider wishes to use open source components with a copyleft in results in accordance with Section 5.1, it is only entitled to do so with the express prior consent of TÜV Rheinland, which must be given in writing at a minimum. In this case, the Service Provider must ensure that the use of the relevant component and the result is not excluded or restricted due to licences for other components. With regard to such components, the granting of rights is not governed by Section 5.1, but by the open source licences applicable to the relevant components.
- 5.4. TÜV Rheinland reserves all rights, in particular property rights and copyrights, to technical requirement profiles, illustrations, drawings, samples and other documents made available to the Service Provider by TÜV Rheinland; they may not be made accessible to third parties without the express written consent of TÜV Rheinland. Such documents and information shall be used exclusively for the provision of IT services and shall be returned to TÜV Rheinland unsolicited upon completion of the IT services, and any copies shall be destroyed or deleted; the same applies to software provided to the Service Provider by TÜV Rheinland.
- 5.5. In the relationship between the contracting parties, TÜV Rheinland shall be deemed the sole owner of the data or data records generated or collected for TÜV Rheinland.
- 5.6. If TÜV Rheinland provides the Service Provider with data, data records and/or databases within the scope of IT services within the meaning of Section 87a of the German Copyright Act (UrhG), the Service Provider may only use these to the extent necessary to fulfil its obligations under the contract. Any use beyond this is only permitted with the express written consent of TÜV Rheinland and is otherwise prohibited. At the request of TÜV Rheinland, the Service Provider shall completely delete all data, data records and/or databases provided by TÜV Rheinland and provide evidence of such deletion; this shall apply regardless of whether the data and/or data records are protected by copyright or copyright-like rights.
- 5.7. If the generated or collected data in its entirety constitutes one or more databases within the meaning of Section 87a (1) UrhG, TÜV Rheinland shall be the database producer within the meaning of Section 87a (2) UrhG in view of the remuneration and the contribution of know-how. If the Service Provider is a database producer within the meaning of Section 87a (2) UrhG, it grants TÜV Rheinland an unlimited and exclusive right of use to the database(s) in accordance with Section 5.1.
- 5.8. If the results provided by the Service Provider to TÜV Rheinland contain legally protected components of third parties, the Service Provider shall provide TÜV Rheinland with complete documentation on such components for each component prior to use in the context of development and for all components at the latest upon provision of the result. Unless TÜV Rheinland specifies otherwise, this documentation must contain at least the following information for each component:
- 5.8.1. Name of the component, including version number;
 - 5.8.2. Source (e.g. URL to a repository or distribution channel);
 - 5.8.3. Notification of whether changes have been made to the component by the Service Provider;
 - 5.8.4. (for software) Notification of whether a dynamic or static link to the respective component has been made;
 - 5.8.5. (if available) SPDX identifier of the licence under which the component is licensed;
 - 5.8.6. (if available) Licence including URL (only if no SPDX identifier can be determined);
 - 5.8.7. in the case of an open source component, notification of whether the licence is permissive or contains copyleft provisions that must be taken into account when using or distributing the results;
 - 5.8.8. if applicable, further information relevant to use, such as restrictions on use.
- 5.9. The Service Provider shall acquire the rights of use required for the contractual or intended use of the results of its IT services from the respective rights holders at its own expense. Irrespective of the information to be provided in accordance with Section 5.8, the Service Provider may not use any components that conflict with the granting of the contractually owed rights of use without the express prior consent of TÜV Rheinland. If the exercise of the rights granted under this contract is nevertheless prevented by the rights of third parties, the Service Provider shall, at its own expense and at its own discretion, either procure the necessary rights of use for TÜV Rheinland or modify the contractual services in such a way that they no longer infringe the property rights of third parties but continue to comply with the contractual agreements. In the latter case, the Service Provider shall carry out all necessary further developments, conversions, changes, implementations, adaptations of documentation, training, etc., and shall inform TÜV Rheinland of this in good time.
- 5.10. If the Service Provider is unable to grant TÜV Rheinland the agreed rights of use for the IT services or to modify the IT service owed accordingly, TÜV Rheinland shall be entitled to terminate the contract with immediate effect. TÜV Rheinland's right to assert further claims for damages shall remain unaffected by this.
- 5.11. The Service Provider hereby indemnifies TÜV Rheinland against all claims – in particular claims for damages of any kind – asserted by third parties on the grounds that the IT services provided infringe their property rights. If claims are asserted against TÜV Rheinland due to such an infringement of property rights, this indemnification also includes the obligation to reimburse TÜV Rheinland for costs of any kind, in particular all extrajudicial costs as well as all court and legal fees incurred by it in order to avert the claim, which may also exceed the remuneration according to the RVG (German Lawyers' Fees Act) to a reasonable extent. Further or other claims by TÜV Rheinland remain unaffected by this.
- 5.12. If the parties become aware of any infringements of property rights, the other party must be notified immediately. This applies in particular to the Service Provider if claims for infringement of property rights have already been asserted against the Service Provider.
- 6. AI SERVICES, AI TRAINING, DATA SECURITY, ETC.**
- 6.1. „Artificial intelligence (AI)“ refers to (i) any „AI system“ within the meaning of the European Artificial Intelligence Act (known as the AI Regulation) and/or (ii) any software that, with regard to a set of objectives defined by humans, can produce results such as content, predictions, recommendations or decisions that influence the environment with which they interact, in particular generative artificial intelligence (abbreviated to „GenAI“) or so-called „large language models“ („LLMs“), which the Service Provider creates for TÜV Rheinland.
- 6.2. If the Service Provider owes IT services in the form of AI services, the Service Provider guarantees that it will not use any data provided or made available by TÜV Rheinland, such as its own data, data from TÜV Rheinland's customers or third parties („TÜV Rheinland data“) for training purposes or for the purposes of further development, modification, improvement or other modification of an AI and/or to store it in any other way in an AI, without the prior express written consent of TÜV Rheinland (text form is not sufficient).
- 6.3. If TÜV Rheinland has given its written consent in accordance with clause 6.2 above, TÜV Rheinland's data may only be used for the purpose of fulfilling the order. Any use of TÜV Rheinland's data beyond this, in particular the transfer to third parties, is prohibited and subject to penalty. For each case of culpable violation of this obligation, the Service Provider shall pay TÜV Rheinland a contractual penalty of EUR 10,000.00. The Service Provider guarantees the secure and strictly confidential handling of TÜV Rheinland's data. Any subcontractors used with permission shall be obliged to comply with these requirements.
- 6.4. Any personal data within the meaning of the GDPR used by the Service Provider for AI training purposes must be used in compliance with data protection regulations and anonymised prior to use in order to avoid conflicts with data protection laws.

- 6.5. If the AI service provided by the Service Provider contains training data from third parties (i.e. not data from TÜV Rheinland), the Service Provider warrants that the data used to train the AI models was obtained lawfully, does not infringe any third-party rights and that TÜV Rheinland may use this data freely without restriction. The Service Provider indemnifies TÜV Rheinland against all claims – in particular claims for damages of any kind – asserted by third parties on the grounds that the AI services provided infringe their property rights. The indemnification also includes the obligation to reimburse TÜV Rheinland for costs of any kind, in particular all out-of-court costs as well as all court and legal fees incurred by it in order to avert the claim, which may also exceed the remuneration under the RVG (German Lawyers' Fees Act) to a reasonable extent. Further or other claims by TÜV Rheinland remain unaffected by this.
- 6.6. TÜV Rheinland shall receive the unrestricted right to further train and adapt the AI service on its own responsibility, insofar as this is necessary for its intended use. Furthermore, TÜV Rheinland shall have the right to independently further develop, modify and improve the AI service, including adjusting the model parameters and architecture, unless this conflicts with the rights of third parties and TÜV Rheinland has been expressly notified of this by the Service Provider.
- 6.7. The content generated by the owed AI service is available to TÜV Rheinland for unrestricted, free and exclusive use, including for its own editing, processing and disclosure to third parties.
- 6.8. TÜV Rheinland is entitled to verify compliance with these requirements by means of appropriate audits. The Service Provider shall grant TÜV Rheinland or third parties commissioned by it, after prior notification and to a reasonable extent, access to the relevant systems, documentation and premises, insofar as this is necessary to verify compliance with the contract.
- 6.9. The Service Provider shall document all IT security measures, security incidents, audit results and other security-related events in a comprehensive and audit-proof manner. The documentation shall be retained for at least five years and presented to TÜV Rheinland upon request.

7. USE OF AI MODELS AND SYSTEMS

- 7.1. If the Service Provider uses AI models and/or AI systems within the meaning of the AI Regulation (Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024) to fulfil its contractual obligations, it must notify TÜV Rheinland of this; the Service Provider shall ensure that the use is legally compliant.
- 7.2. If, in connection with TÜV Rheinland's contractual use of the Service Provider's IT services (in particular of the results provided) TÜV Rheinland is subject to obligations under the AI Regulation (in particular, but not exclusively as a provider or deployer of an AI system within the meaning of Article 3(3) and (4) of the AI Regulation), the Service Provider shall provide TÜV Rheinland with the information necessary for lawful use and exploitation without additional remuneration.
- 7.3. The provisions of this Section 7 shall apply even before the provisions of the AI Regulation become applicable, unless it is excluded that the use by TÜV Rheinland falls or will fall within the scope of the AI Regulation.

8. WARRANTY CLAUSE

- 8.1. The Service Provider's IT services shall comply with:
- 8.1.1. the contractual agreements and technical specifications and, where applicable, a purpose communicated to the Service Provider by TÜV Rheinland,
- 8.1.2. the generally accepted rules of technology, and
- 8.1.3. all applicable national and international legal requirements and regulations, including all safety, quality and environmental requirements of the respective technology and industry applicable at the time of delivery and performance of IT services.
- 8.2. In all other respects, TÜV Rheinland is entitled to the full statutory claims in the event of defects in the IT services provided by the Service Provider.
- 8.3. Unless otherwise agreed, the limitation period for warranty claims is 36 months from the transfer of risk or, in the case of a required acceptance, from the successful completion of the acceptance.

9. LIABILITY

- 9.1. The Service Provider shall be liable within the scope of the statutory provisions.

- 9.2. The Service Provider shall indemnify TÜV Rheinland and the companies affiliated with TÜV Rheinland upon first request against any liability towards third parties or liability claims by third parties, insofar as the cause of the claim for damages lies within its sphere of control and organisation and the Service Provider itself is liable in external relations.
- 9.3. The Service Provider shall insure itself adequately against the liability referred to in this provision and shall grant TÜV Rheinland access to the insurance policy if necessary. Claims for damages by TÜV Rheinland are not limited to the respective sum insured.

10. CONFIDENTIALITY

- 10.1. "Confidential Information" means any and all information, including documents, images, drawings, know-how, data, samples and project documentation, including copies thereof, which is provided, delivered or otherwise disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") in connection with the Agreement. The parties undertake to treat Confidential Information as confidential and, in particular, to use such Confidential Information solely for the purpose of fulfilling their contractual obligations and not to disclose it to any third party. Affiliated companies within the meaning of Sections 15 et seq. AktG (German Stock Corporation Act) shall not be deemed third parties, provided that disclosure to such companies is necessary for the performance of the contract and that such companies are bound by confidentiality obligations equivalent to those applicable to the parties.
- 10.2. This confidentiality obligation does not apply to confidential information
- 10.2.1. which was already generally known or demonstrably known to the Receiving Party at the time of disclosure, or
- 10.2.2. which subsequently becomes generally known without breach of any confidentiality obligation or is disclosed by a third party, or
- 10.2.3. which was developed independently by the Receiving Party, or
- 10.2.4. which must be disclosed due to official, judicial or legal orders or regulations, provided that the Receiving Party shall promptly inform the Disclosing Party thereof to the extent legally permissible.
- 10.3. All confidential information remains the property of the Disclosing Party. The Receiving Party shall destroy the confidential information immediately after termination of the contractual relationship or return it at the request of the Disclosing Party. The confidentiality obligations shall continue for a period of 5 years after termination of the contractual relationship.

11. REMUNERATION

- 11.1. The amount of remuneration is determined by the respective order placed by TÜV Rheinland or an individual contract concluded between the contracting parties and is binding.
- 11.2. The remuneration pursuant to Section 11.1 includes all additional costs, expenses and outlays of the Service Provider, unless expressly stipulated otherwise in the order from TÜV Rheinland or in the individual contract.
- 11.3. Invoices shall be issued after provision of the IT services to TÜV Rheinland and no later than 90 days thereafter.
- 11.4. The invoice must be accompanied by verifiable proof of performance. If reimbursement of travel and incidental expenses is due, reimbursement shall only be made upon presentation of a verifiable itemised statement with supporting documents.
- 11.5. Unless otherwise agreed in writing, payment shall be made within thirty (30) calendar days of receipt by TÜV Rheinland of a properly prepared and verifiable invoice in accordance with this clause. If acceptance of the service is required, the period specified in this clause shall commence upon acceptance.
- 11.6. Payment shall be made by bank transfer or by other customary means at the discretion of TÜV Rheinland.
- 11.7. The invoice must meet the legal requirements of the Value Added Tax Act and must state the order number and the recipient of the service at TÜV Rheinland.
- 11.8. TÜV Rheinland shall be entitled to set-off and retention rights as well as the defence of non-performance of the contract to the extent permitted by law. Set-off may also be made against claims of companies affiliated with TÜV Rheinland in accordance with Sections 15 et seq. of the German Stock Corporation Act (AktG) which are due to them from the Service Provider.
- 11.9. The Service Provider is not entitled to assign claims arising from the contract to third parties or to have them collected by third parties without the written consent of TÜV Rheinland.
- 11.10. The Service Provider may only assert rights of set-off and retention in relation to legally established or undisputed counterclaims.

12. REQUEST FOR CHANGES

- 12.1. If TÜV Rheinland wishes to make a change to the IT services („change“), TÜV Rheinland must submit a written change request to the Service Provider. The Service Provider shall then submit to TÜV Rheinland a calculation of the price adjustments resulting from the change, together with any suggestions for modifying the change request, insofar as this is reasonable for the Service Provider. The change shall only be deemed binding after written notification from TÜV Rheinland. If this is not provided, the Service Provider shall provide the IT services as originally agreed.
- 12.2. The Service Provider may not make any changes to the IT services without prior written order or approval from TÜV Rheinland.

13. ENVIRONMENT

- 13.1. The Service Provider must fully comply with the environmental requirements under German and European law and the respective national law applicable to the Service Provider with regard to all deliveries and services it provides.
- 13.2. The Service Provider shall fully support TÜV Rheinland in
 - 13.2.1. the fulfilment of environmental protection requirements and environmental procurement standards,
 - 13.2.2. the certification of TÜV Rheinland according to ISO 14001 (environmental management) and
 - 13.2.3. other environmental protection requirements for activities on properties used by TÜV Rheinland.In particular, the Service Provider shall provide TÜV Rheinland with any required environmentally relevant information regarding the goods and services it supplies upon request.
- 13.3. Information regarding packaging data, disposal of old equipment and the RoHS Directive will be provided to TÜV Rheinland by the Service Provider in a timely manner and in its current form in accordance with legal requirements.
- 13.4. The Service Provider shall indemnify TÜV Rheinland against all claims, damages and expenses (including legal costs) arising from a breach of environmental regulations caused by the Service Provider.
- 13.5. In the event of environmental damage caused by the Service Provider on TÜV Rheinland's premises, the Service Provider shall immediately inform TÜV Rheinland and take appropriate (immediate) measures to remedy the damage or associated environmental pollution and do its utmost to prevent a similar incident from occurring in the future.

14. COMPLIANCE

- 14.1. Companies with at least 5 employees undertake to observe TÜV Rheinland's Supplier Code of Conduct (available at <https://www.tuv.com/germany/de/corporate-procurement.html>) and to take appropriate measures to ensure that the obligations set out therein are complied with within the framework of the contractual relationship with TÜV Rheinland and along its own supply chain.
- 14.2. Companies with fewer than 5 employees undertake to observe and comply with the compliance requirements for suppliers of TÜV Rheinland (available at <https://www.tuv.com/germany/de/corporate-procurement.html>) within the framework of the contractual relationship with TÜV Rheinland and along its own supply chain.

15. EXPORT CONTROL

The Service Provider guarantees that the IT services comply with all applicable export control laws and regulations of the United States of America, the United Nations or the European Union. The laws and regulations of the United States of America apply only to the extent that they do not conflict with the mandatory provisions of EU and German export control law.

16. DATA PROTECTION

The Service Provider must observe the data protection regulations valid at the time of delivery, regardless of the territory from which and to which the delivery is made.

17. FORCE MAJEURE

- 17.1. In cases of force majeure, the contracting parties shall be released from their mutual performance obligations to the extent and for as long as the impediment to performance persists. Force majeure shall be deemed to include all circumstances beyond the control and influence of the party obliged to perform, which are unforeseeable, serious and cannot be averted even with the utmost reasonable care, and which occur after the conclusion of the contract, such as, but not limited to: natural disasters, blockades, war, civil unrest, terrorist attacks, strikes, sanctions, embargoes, pandemics, epidemics and official measures („force majeure“).
- 17.2. If a case of force majeure occurs, the party invoking it is obliged to inform the other party immediately in writing of the occurrence and the expected duration of the force majeure. If the state of force majeure lasts longer than three months from the date of notification, both contracting parties are entitled to withdraw from or terminate the contract.

18. CONTRACT TERM; TERMINATION

- 18.1. If the contract is to have a specific term, this shall be specified in the respective order or in an individual contract concluded between the contracting parties.
- 18.2. Both contracting parties are entitled to terminate the contractual relationship without notice for good cause.
- 18.3. TÜV Rheinland may terminate the contract without notice if the Service Provider becomes insolvent, insolvency proceedings are opened against it or if corresponding applications for proceedings have been rejected due to a lack of assets to cover the costs. The same applies if the conditions set out in clause 5.10 are met.
- 18.4. In the case of services provided under a contract for work and services, TÜV Rheinland shall be entitled to the statutory rights of termination under Section 648 of the German Civil Code (BGB) without restriction. If no fixed term has been agreed for services provided under a service contract, TÜV Rheinland may terminate the contract with four weeks' notice to the end of the month; any (partial) services already rendered shall be remunerated by TÜV Rheinland.
- 18.5. Termination must be in writing to be effective.

19. OTHER CONDITIONS

- 19.1. The law of the Federal Republic of Germany shall apply to all contracts with the Service Provider, excluding the UN Convention on Contracts for the International Sale of Goods.
- 19.2. The exclusive place of jurisdiction for all disputes arising from a contractual relationship between the Service Provider and TÜV Rheinland is Cologne. However, TÜV Rheinland may also sue the Service Provider at its place of residence or business or any other competent court.
- 19.3. The place of performance for all IT services is Cologne, unless otherwise agreed between the contracting parties.
- 19.4. Amendments and additions to these IT-GTC, including this provision, must be made in writing to be effective. This does not apply if amendments or additions are negotiated in detail between the contracting parties; in this case, verbal agreements are also valid.
- 19.5. Should provisions of these IT-GTC be wholly or partially invalid or unenforceable, or should they later lose their legal validity or enforceability, this shall not affect the validity of the remaining provisions of the IT-GTC. The same shall apply if it transpires that the IT-GTC contain a loophole. The invalid or unenforceable provision shall be replaced or the loophole filled by an appropriate provision which, as far as legally possible, comes closest to what would be intended according to the meaning and purpose of the IT-GTC.

Section B: Development services

1. GENERAL PROVISIONS FOR DEVELOPMENT SERVICES

- 1.1. The Service Provider shall ensure that the development services are suitable for the purposes arising from the contract, can be used in accordance with the applicable laws and, in particular, are free of viruses, worms, spyware, malware and other damage.
- 1.2. The Service Provider's development services may be provided
 - 1.2.1. according to the so-called „waterfall“ method on the basis of a service description in the form of a catalogue of requirements specified at the beginning of the corresponding individual order as work services, or
 - 1.2.2. using an agile approach as work or services, or
 - 1.2.3. in the form of a „hybrid“ approach, in which elements of the above approaches are combined, with alternating development phases. The specific approach is specified in the contract.
- 1.3. The following error classes apply to development services:
 - 1.3.1. An insignificant error exists if the use of development services is not directly and/or significantly impaired („insignificant error“).
 - 1.3.2. An error that impedes operation exists if the use of development services is not impossible or severely restricted, for example due to malfunctions, incorrect work results or response times, but the restrictions on use are nevertheless not insignificant („error that impedes operation“); An error that impedes operation also exists if the insignificant errors together lead to a significant restriction in the use of the development services.
 - 1.3.3. An operational error exists if the use of development services is impossible or severely restricted, for example due to malfunctions, incorrect work results or response times („operational error“).
- 1.4. Prior to the possible acceptance of development services, an acceptance test shall be carried out by TÜV Rheinland or by a third party appointed by TÜV Rheinland for this purpose. Unless otherwise agreed in individual cases, the Service Provider shall provide a (non-productive) test environment and test data for this purpose („functional test“). TÜV Rheinland is entitled to provide test cases in advance on the basis of which the acceptance tests are carried out.
- 1.5. If errors that prevent and/or impede operation are detected during the acceptance test, TÜV Rheinland may terminate the functional test. However, if only defects that impede operation are detected, TÜV Rheinland may only terminate the functional test if its continuation no longer appears reasonable due to the errors. TÜV Rheinland shall notify the Service Provider of any errors detected during the functional test after completion or termination of the functional test. If TÜV Rheinland has terminated the functional test in accordance with this clause, it shall set the Service Provider a reasonable deadline for rectifying the defects. Once these have been rectified, the Service Provider shall resubmit the development services for acceptance. TÜV Rheinland shall have the right to carry out a new functional test; the costs of this functional test shall be borne by the Service Provider and may be deducted by TÜV Rheinland from the remuneration owed. Unless otherwise agreed, the agreed time frame for the acceptance test shall be 14 calendar days. The performance of the acceptance test does not constitute acceptance within the meaning of Section 640 of the German Civil Code (BGB).
- 1.6. During acceptance, all functions of the acceptance object are accepted in their entirety, regardless of whether they have already been accepted in a previous iteration of the development services. Acceptance shall be made in writing; text form is not sufficient. The result of an acceptance shall be recorded in writing in the acceptance report. The acceptance report shall be drawn up in two copies, one of which shall be received by each party.

2. SPECIAL PROVISIONS FOR DEVELOPMENT SERVICES ACCORDING TO THE „WATERFALL“ METHODOLOGY

- 2.1. Unless otherwise agreed in the contract, the Service Provider shall provide development services according to the „waterfall“ methodology in three phases in accordance with the following sub-sections:
 - 2.1.1. The Service Provider shall draw up a specification sheet detailing the specifications of the components/software to be developed, including the tasks to be performed by the component/software, the functionalities and the required scope of services. Basic functionalities that are of particular importance to TÜV Rheinland shall be highlighted. The requirements specification also specifies the programming languages to be used for the development work.

- 2.1.2. Once the Service Provider has completed the requirements specification and it has been approved by TÜV Rheinland, the Service Provider creates a basic version of the component/software to be developed. The basic version must already contain the essential functional features of the component/software. In particular, basic functionalities that are specifically designated as such in the requirements specification must already be present.
- 2.1.3. After the basic version has been created and approved by TÜV Rheinland, the Service Provider shall create the final version of the component/software.
- 2.2. The dates and deadlines for the individual project phases and steps have been agreed upon by the contracting parties in a schedule that translates the technical specifications into project steps. This schedule also notes and mutually agrees which of the two contracting parties is responsible for the execution, control or other services for the respective activity or project step and carries these out. Insofar as activities are to be carried out jointly by both contracting parties, it is specified who is in charge and initiates this activity.
- 2.3. In addition to developing and creating the required component/software, the Service Provider's tasks include installing it on TÜV Rheinland's hardware or a cloud infrastructure specified by TÜV Rheinland, training its employees, and providing the source code along with documentation and a user manual.
- 2.4. Upon completion, the Service Provider shall hand over the component/software to TÜV Rheinland on a data carrier, together with operating instructions (user manuals), installation instructions and development documentation, unless otherwise specifically agreed between the contracting parties.
- 2.5. If access software from the Service Provider is required for the contractual use of the development service, the Service Provider shall also provide TÜV Rheinland with this access software. Such access software shall then be considered part of the IT services owed.
- 2.6. The Service Provider shall be obliged to maintain the functionality of the contractual services and their further development („support services“) until the successful acceptance of the last development service. Its IT services include in particular
 - 2.6.1. the elimination of malfunctions in the contractual services and the processing of support requests,
 - 2.6.2. the establishment of a hotline in accordance with the provisions of the contract for the purpose of reporting malfunctions and support requests;
 - 2.6.3. to provide TÜV Rheinland with further developments (e.g. updates, upgrades, new releases, bug fixes and patches („innovations“)) in relation to the contractual services at regular intervals and to implement them in accordance with the provisions of the contract and after prior express consent by TÜV Rheinland;
 - 2.6.4. to make adjustments to the contractual services that become necessary due to a change in the law or in order to ensure the continued interoperability of the contractual services with systems connected in accordance with the subject matter of the agreement, such as database or third-party service; and
 - 2.6.5. to update and provide documentation at regular intervals.
- 2.7. Innovations must meet the agreed requirements for the contractual services. The implementation of an innovation must not lead to the loss of existing functionalities or to a significant complication or restriction of the use of existing functionalities and associated processes of TÜV Rheinland. In particular, interoperability with the existing IT environment, including interfaces, must continue to be guaranteed.

3. SPECIAL PROVISIONS FOR DEVELOPMENT SERVICES USING AN AGILE APPROACH

- 3.1. Unless otherwise agreed, development services to be performed using an iterative and incremental approach („agile development services“) shall be provided in accordance with the Scrum process model („<https://scrumguides.org>“).
- 3.2. If development services are commissioned using an agile approach, the declared goal is to develop the software in accordance with the project vision defined in the contract, regardless of the individual requirements for the software specified in these IT-GTC and the contract.
- 3.3. The agile approach means that the specific requirements to be implemented by the Service Provider are only developed during the ongoing cooperation with TÜV Rheinland and are not (finally) determined at the start of the contract. The requirements to be implemented in the individual iterations are determined in accordance with the contractual conditions.

- 3.4. Agile development services are always subject to overall acceptance, unless they are expressly specified in the contract as a service without acceptance. However, the subject of acceptance is not the development services in accordance with the service description existing at the time of conclusion of the contract, but in accordance with the requirements specified by TÜV Rheinland within the framework of the agile approach and accepted by the Service Provider for implementation in the iterations. However, confirmation of parts of the service, concepts, developments, specifications or milestones is carried out regularly within the framework of the agile development service to the extent that the relevant service sections are tested after their completion within the framework of the selected agile development method and defects are recorded. Such confirmation shall not be deemed acceptance or partial acceptance, but shall merely constitute approval of the relevant section of the service, following which the Service Provider shall continue to provide the service to the agreed extent.
- 3.5. Unless otherwise specified in the contract, service determination and control (prior to acceptance of the development services) shall be carried out in accordance with the following provisions:
- 3.5.1. Before starting development in an iteration, the contracting parties shall estimate the effort required for the individual requirements. The estimate shall also include the effort required to create or update the documentation for the individual requirements. A procedure shall be chosen that allows for the most unbiased effort estimation possible (e.g. planning poker). In line with the principles of efficient use of resources, the Service Provider is obliged to choose the most cost-effective solution for TÜV Rheinland while complying with the technical requirements and to propose more cost-effective solutions, provided that these are suitable for implementing the requirements. In cases where the Service Provider anticipates difficulties in implementation that would lead to disproportionate effort, it shall submit an alternative proposal to TÜV Rheinland. If the Service Provider wishes to deviate upwards from previously made effort estimates, it must justify this. As part of the planning process, the Service Provider documents which requirements are to be included in the iteration, what costs are estimated for this and what challenges are anticipated. The documentation serves to record the iteration. Unless otherwise agreed, all important technical information relating to the implementation of requirements in the current iteration must be documented by the Service Provider and must be available at the end of the respective iteration.
- 3.5.2. The Service Provider performs the development services within the scope of the respective iteration. To this end, the Service Provider takes the number of requirements from the respective requirements catalogue in the planning meeting into the iteration, which it believes it can implement in the respective iteration in the most favourable course of events. When selecting requirements, the Service Provider is bound by the prioritisation of requirements in the respective requirements catalogue. Requirements that are not implemented, not fully implemented or implemented incorrectly in an iteration are either transferred back to the respective requirements catalogue by TÜV Rheinland or removed as requirements that are no longer to be implemented. The Service Provider's efforts to implement requirements must be documented on a daily basis for the respective requirement.
- 3.5.3. An iteration may only be terminated extraordinarily if TÜV Rheinland instructs this. In the event of an iteration being terminated, the Service Provider shall examine the effects of the termination on the scope, quality, schedule and costs and inform TÜV Rheinland of the effects.
- 3.5.4. Implementations of requirements shall only be presented by the Service Provider at the end of an iteration together with the respective increment if the following requirements are met:
- All specified acceptance criteria were met during implementation, the increment was tested from the user's perspective, and the required documentation (at least process, source code, installation and user documentation) was created.
 - Implementation tests that are appropriate for verifying the results of the sprint in accordance with industry standards have been created and performed without critical errors, for example module tests (unit tests), system tests, integration tests, front-end tests and regression tests.
- 3.5.5. Each iteration ends with the presentation of a working increment. If the Service Provider is unable to deliver a working increment at this point, they shall notify TÜV Rheinland.
- 3.5.6. After each iteration, TÜV Rheinland performs an acceptance test. The test is based on the test cases agreed upon for the requirements and/or other specified acceptance criteria. TÜV Rheinland will accept the requirements contained in the increment and implemented in the iteration if the respective requirement has been implemented without defects, the other requirements according to the above section 3.5.4 have been verified, and the increment is fully functional.
- 3.5.7. The acceptance of implementations of requirements or of the increment as such does not constitute partial or final acceptance of the software within the meaning of Section 640 of the German Civil Code (BGB), but merely a contribution by TÜV Rheinland within the framework of the agile approach.
- 3.5.8. At the end of each iteration, the Service Provider shall keep minutes of the meeting and agree them with all participants at the end of the meeting. In addition to information on the location, time, duration and participants, the minutes shall list all implementations of requirements presented with the increment.
- 3.6. In all other respects, the provisions of Sections 2.2 to 2.7 of this Section B apply accordingly to development services in the agile approach.

Section C: Provision/delivery of cloud services

1. GENERAL PROVISIONS FOR CLOUD SERVICES

- 1.1. The Service Provider shall provide TÜV Rheinland with appropriate instruction in the cloud services without additional remuneration. The Service Provider shall provide TÜV Rheinland with the access data and means (e.g. user names, passwords, access keys or access software) required for the use of the cloud services in good time before commissioning and, upon request, at any time during the term of the contract free of charge.
- 1.2. If necessary for the use of the cloud services, the Service Provider shall grant TÜV Rheinland non-exclusive, irrevocable, territorially- and content-unrestricted, sublicensable rights to use the software provided via the cloud services in accordance with the contract and its intended purpose.
- 1.3. Unless otherwise agreed in the contract, the Service Provider's services relating to the cloud services shall be provided exclusively in the European Union or the European Economic Area. In particular, the storage and processing of TÜV Rheinland data and processes outside the European Union and the European Economic Area is not permitted. The same applies to access to this data and these processes from outside the European Union and the European Economic Area, even if this is for maintenance purposes. This also applies to external backup servers and failover data centres that are used in the event of a failure of applications, software and/or infrastructure or in the event of a contractually described emergency. Exceptions require the prior written consent of TÜV Rheinland.
- 1.4. The Service Provider must provide the cloud services in accordance with the current state of the art and in a quality that can be expected from a professional cloud provider.

2. AVAILABILITY AND INTEGRITY OF DATA

- 2.1. The Service Provider shall provide the cloud services in accordance with the contractual specifications and, in particular, shall ensure that the agreed availability is not undershot.
- 2.2. If, during the use of the cloud services, the agreed availability is not met for reasons for which TÜV Rheinland is not responsible, TÜV Rheinland shall be entitled to reduce the agreed remuneration accordingly. The availability of faulty services shall also be deemed to be a failure to meet the availability requirement if the services cannot be used for the purposes specified by TÜV Rheinland in the contract.
- 2.3. The Service Provider shall ensure that the integrity of the data contained in the contractual services is not compromised at any time.
- 2.4. The Service Provider shall perform or enable regular data backups. The data backups shall be carried out or enabled in reasonable proportion to the risk of loss and damage, but at least once a week, unless otherwise stipulated in the contract. The Service Provider shall ensure that the data backups are suitable for preventing the loss of TÜV Rheinland data. The backup copies shall be handed over at the request of TÜV Rheinland.
- 2.5. Certain performance parameters, below which special legal consequences occur (e.g. defined in a Service Level Agreement („SLA")), are agreed in addition to the contractual target quality and do not restrict it.

3. PROVISION OF A HOTLINE

- 3.1. The Service Provider is obliged to set up a hotline that is available during the contractually agreed service hours („service hours"). Unless otherwise agreed in the contract, the service hours are Monday to Friday from 9 a.m. to 5 p.m. Central European Time, with the exception of national holidays. The Service Provider shall ensure, by means of a sufficient number of qualified employees and the appropriate technical requirements, that the hotline is able to remedy faults in accordance with the following provisions and process support requests during the service hours.
- 3.2. TÜV Rheinland is entitled to send fault reports and support requests to the hotline by telephone, e-mail or via a ticket system set up by the Service Provider. The hotline must accept the support requests or fault reports immediately and open a ticket in which TÜV Rheinland's request is recorded, assign a ticket number to the ticket and notify TÜV Rheinland of this immediately.
- 3.3. Support requests and fault reports must be submitted by TÜV Rheinland via the contact channels provided by the Service Provider. At the request of the Service Provider, TÜV Rheinland shall

provide the information required by the Service Provider to rectify the fault or process the support request, provided that this information is available to TÜV Rheinland and the Service Provider cannot obtain it elsewhere with less effort. In doing so, TÜV Rheinland shall classify support requests or faults into one of the categories listed in the contract.

4. TROUBLESHOOTING; PROCESSING OF SUPPORT REQUESTS

- 4.1. Unless otherwise agreed in the contract, the Service Provider shall be obliged to comply with the processing, resolution and response times agreed in the contract with regard to support requests and faults, depending on the respective category.
„Processing time" is the time defined for the respective category of support request within which the Service Provider is obliged to successfully complete the request.
„Resolution time" is the time defined for the respective fault category within which the Service Provider is obliged to resolve the fault, including its cause, conclusively and completely.
„Response time" is the time defined for the respective category of faults and support requests within which the Service Provider is obliged to begin rectifying the fault or processing the support request and to provide TÜV Rheinland with initial feedback in writing regarding the status of this resolution or processing by persons qualified to resolve the issue. For the sake of clarity, it is agreed that an automated confirmation of receipt does not meet these requirements for such a response.
- 4.2. If the support request cannot be successfully completed within the agreed processing times or the fault has not been rectified within the agreed resolution time, the Service Provider is obliged to immediately, but no later than at the end of the processing or resolution time, specify a new processing or resolution time as quickly as possible. The Service Provider remains bound by the agreed times and the associated legal consequences.
- 4.3. The resolution of faults by providing patches or other workarounds is only permissible if the fault cannot be rectified by other means. In the event that a fault can only be rectified by a patch or other workaround, TÜV Rheinland is not obliged to install this patch or accept the other workaround. Rather, TÜV Rheinland is entitled to demand that the fault only be rectified by installing a new program version to be selected by TÜV Rheinland. The Service Provider's obligation to permanently rectify the fault remains unaffected by the delivery of a patch or other workaround. If TÜV Rheinland refuses a reasonable alternative workaround or the installation of a reasonable patch, the Service Provider is no longer bound by the resolution times for the malfunction in question. The obligation to permanently rectify the malfunction with the next generally available software version remains.
- 4.4. If the Service Provider fails to fulfil its obligation to remedy the faults reported by TÜV Rheinland within the agreed remedy times or the processing times for the reported support requests, the Service Provider shall be obliged in each individual case to pay a contractual penalty to be determined by TÜV Rheinland at a reasonable amount, subject to judicial review. This does not release the Service Provider from fulfilling its obligations under these IT-GTC, in particular to remedy the fault or process the support request.

5. RESPONSE, PROCESSING AND RESOLUTION TIMES

Response, processing and resolution times shall commence upon notification of the fault or support request to the hotline and shall be owed during service hours. If support requests or faults are reported outside of service hours, they shall be deemed to have been reported at the beginning of the next service hours. Processing and resolution times end when the respective solution is provided and a corresponding notification is received in text form by TÜV Rheinland; if the Service Provider is responsible for updating the IT system in productive use, the provision of the solution is replaced by its functional installation in the IT system in productive use.

Section D: IT consulting services

1. PROVISION OF IT CONSULTING SERVICES

- 1.1. The Service Provider shall provide the consulting services independently and on its own responsibility. Insofar as the provision of services by the Service Provider requires the cooperation of TÜV Rheinland, this cooperation shall be limited to the cooperation specified in the contract. Otherwise, TÜV Rheinland shall be responsible for the timely performance of the necessary actions to be performed by TÜV Rheinland in accordance with the contract and its circumstances.
- 1.2. The Service Provider is obliged to perform all necessary and appropriate services, tasks and duties that are necessary to achieve the consulting objective defined in the contract.
- 1.3. Any agreed service dates and deadlines must be bindingly adhered to by the Service Provider.
- 1.4. Performance dates and deadlines shall be extended to a reasonable extent if TÜV Rheinland fails to fulfil its obligations to cooperate in a timely manner.
- 1.5. TÜV Rheinland reserves the right to commission additional consultants. The Service Provider must inform TÜV Rheinland in good time of the need to engage additional consultants and, at TÜV Rheinland's request, advise on their selection. If TÜV Rheinland has entrusted the Service Provider with the coordination of third-party consulting services, the Service Provider must coordinate these third-party services in such a way that they fit in with the consulting services owed by the Service Provider. The Service Provider shall coordinate its services with TÜV Rheinland and the other technical parties involved prior to their finalisation and shall check the contributions of the other technical parties involved in the consultancy (documents and concepts) for plausibility, taking into account their interests and conditions, before using them as the basis for its own service provision and integrating them into its own services.
- 1.6. The Service Provider shall exclusively observe the instructions and orders of TÜV Rheinland and implement them in the provision of its services. Other project participants or persons acting as representatives of TÜV Rheinland shall only be authorised to issue instructions to the Service Provider with the express prior consent or authorisation of TÜV Rheinland. This also applies to any project manager appointed by TÜV Rheinland.
- 1.7. The Service Provider may not represent TÜV Rheinland in legal transactions. However, it is entitled to issue instructions that are necessary for the contractual performance of the commissioned consulting services, for the achievement of the project objectives and for ensuring the smooth running of the project, and which have no negative impact on TÜV Rheinland in terms of quality or deadlines. This also applies to declarations made on behalf of TÜV Rheinland that are objectively necessary for the performance of the contract for the coordination and supervision of the consulting services to achieve the project objectives. The Service Provider may only enter into financial obligations on behalf of TÜV Rheinland with the express prior written consent of TÜV Rheinland.
- 1.8. Unless otherwise agreed, TÜV Rheinland shall accept the services provided by the Service Provider which include a verifiable result and represent the service owed by the Service Provider as a whole, provided that the services have been performed in full and in accordance with the contract and the Service Provider has notified TÜV Rheinland in writing of their completion.
- 1.9. In the case of work performance, acceptance shall only take effect if TÜV Rheinland has declared acceptance in writing. The same shall apply if TÜV Rheinland does not declare acceptance or refuses acceptance even though the services of the Service Provider have been performed substantially in full and in accordance with the contract. In this case, the Service Provider may notify TÜV Rheinland in writing and demand a declaration of acceptance again, setting a deadline. The expiry of the deadline shall be deemed the time of acceptance.
- 1.10. The original documents (presentations, minutes, etc.) produced by the Service Provider for the fulfilment of the contract shall be handed over to TÜV Rheinland in a clear and complete form and, at the request of TÜV Rheinland, as other electronic media or on data carriers. The Service Provider shall return TÜV Rheinland's documents to it when it no longer needs them to perform its tasks, but at the latest and without being asked to do so upon acceptance of the Service Provider's services. The Service Provider is entitled to destroy the documents it has produced in connection with the performance of the contract after the expiry of the limitation period for claims for defects. However, the Service Provider must first offer to hand over these documents to TÜV Rheinland and notify TÜV Rheinland of the intended destruction. The documents may only be destroyed if TÜV Rheinland is in default of acceptance.
- 1.11. The Service Provider shall have no right of retention to the documents it has created or to the services required for the performance of the consulting services. In this respect, the Service Provider shall be obliged to perform in advance until the services owed have been completed. This shall not apply in the event of ordinary termination by TÜV Rheinland or termination by the Service Provider for reasons for which TÜV Rheinland is responsible. In such cases, the Service Provider shall have a right of retention to the documents created by the Service Provider until TÜV Rheinland has settled any justified and due fee claims. This right of retention shall expire if the Service Provider does not submit a verifiable final invoice within two weeks of receipt of the termination or if TÜV Rheinland provides security in favour of the Service Provider by means of a bank guarantee in the amount of the alleged fee claims covered by the right of retention in favour of the Service Provider.