

General Terms and Conditions of Purchase for IT Supplies and IT Services (GTCP-IT) of VERBUND

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Table of Contents

1 GENERAL	3
1.1 Scope of Application and Hierarchy	3
1.2 Mandatory Information on Documents	3
2 CONTRACTOR'S OBLIGATIONS	3
2.1 Requirements of Contractor's Services	3
2.2 Requirements for Elaborations	3
2.3 Requirements for Specifications Document	4
2.4 Requirements for Hardware Components	4
2.5 General Requirements for Software Components	4
2.6 Additional Requirements for Application Software	4
2.7 Additional Requirements for Customized Software	4
2.8 Additional Requirements for Adaptation Programming	4
2.9 Additional Requirements for Web Content	5
2.10 Additional Requirements for Cloud Services	5
2.11 Requirements for the Installation, Commissioning, and Use of Services	5
2.12 Place of Performance and Supplies	5
2.13 Set-up Date/ Installation Date, Transfer of Risk and Title, Acceptance Tests	6
2.14 Training	6
2.15 Free Use	6
2.16 Intellectual Property Rights	6
2.17 Hardware and Software Maintenance	7
2.18 System Availability	7
3 IT Security	7
3.1 General	7

4 COMPENSATION	7
4.1 Price	7
4.2 Invoicing	8
4.3 Terms of Payment, Default Interest	8
4.4 Taxes	8
5 PROJECT MANAGEMENT	8
5.1 General	8
6 DUTY TO INFORM	9
6.1 General	9
7 DEFAULT	9
7.1 Delay	9
7.2 Liquidated Damages	9
7.3 Warranty	10
7.4 Warranty for Serial Defects	10
7.5 Warranty for Rental and Cloud Services	10
7.6 Freedom from Third-Party Rights	10
7.7 Liability for Damages	11
8 DURATION OF THE CONTRACT	11
8.1 Conclusion and Termination of Contract	11
8.2 Withdrawal by Principal	11
8.3 Withdrawal by Contractor	12
8.4 Contract Duration and Termination of Continuing Obligations	12
9 MISCELLANEOUS	12
9.1 Labour and Social Law	12
9.2 Confidentiality	12
9.3 Data Protection and Data Ownership	13
9.4 Solicitation of Employees	14
9.5 Retention and Obligation to Perform	14
9.6 Written Form	14
9.7 Jurisdiction and Governing Law	14
Annex 1 – Malfunctions Report for IT Components	15

1 GENERAL

1.1 Scope of Application and Hierarchy

1.1.1 These General Terms and Conditions of Purchase for IT Supplies and IT Services (GTCP-IT) are applicable to all contracts (hereinafter also referred to as "Purchase Order") concluded by VERBUND AG and/or its group companies [except for Austrian Power Grid AG (APG) and Gas Connect Austria GmbH (GCA)] as principal (hereinafter "Principal" or "VERBUND") with a contractor (hereinafter "Contractor"), insofar as the GTCP-IT are declared applicable in the individual written contract or in Principal's written Purchase Order.

1.1.2 Any contracts awarded and purchase orders placed are exclusively subject to the following legal documents, in accordance with the following order of precedence:

- a) the individual written contract concluded between Principal and Contractor
- b) Principal's written Purchase Order, if any,
- c) these GTCP-IT,
- d) the VERBUND Special Terms and Conditions of Information Security ("InfoSec Terms") of the relevant protection category, if agreed

1.1.3 General terms and conditions of the Contractor as well as any standards which are not incorporated by reference in the legal documents referred to above are not applicable.

1.1.4 Contractor is required to inform Principal in advance if there are any terms and conditions or terms of use specific to certain products or services of Contractor or the manufacturer or operator of the product supplied or distributed by Contractor. These terms and conditions or terms of use specific to certain products or services are applicable only if and to the extent that they do not contradict the legal documents referred to above and provided that Principal has given explicit and written consent in advance to their full or partial applicability.

1.2 Mandatory Information on Documents

All documents relating to a Purchase Order, including but not limited to delivery notes and invoices, shall state Principal's Purchase Order (PO) number. Principal is not obliged to accept and pay invoices without PO number.

2 CONTRACTOR'S OBLIGATIONS

2.1 Requirements of Contractor's Services

2.1.1 Supplies/services to be provided by Contractor shall

- a) in any event, have the agreed and usually expected properties,
- b) in any event, comply with the relevant state of the art, industry-specific standards and rules and applicable mandatory laws as well as Principal's individual specifications,
- c) include, if applicable, most recent versions of user documentation, technical documentation, blueprints, operating instructions and other documents in digital form, as usually intended, necessary and appropriate for or agreed with respect to the supplies/services, and
- d) meet the agreed IT security requirements.

2.1.2 Furthermore, depending on the specific supplies/services to be provided by Contractor, the following additional requirements apply:

2.2 Requirements for Elaborations

Any elaborations which are part of a Purchase Order

- a) shall be clearly structured, evidence-based and have version numbers, and
- b) contain a Management Summary.

2.3 Requirements for Specifications Document

If the Purchase Order also requires Contractor to prepare a Specifications Document, that document will describe

- a) in a comprehensible, transparent, feasible and logically consistent manner,
- b) with full and accurate reference to and in compliance with Principal's requirements analysis, in coordination with Principal
- c) the actual condition of all of Principal's processes to be supported by way of IT technology and covered by the Purchase Order.

2.4 Requirements for Hardware Components

If the supply of hardware components is part of the Purchase Order,

- a) the contractual hardware components shall meet all specifications according to applicable legal and technical standards, the manufacturer's or supplier's product descriptions as well as contractually agreed individual specifications,
- b) they will demonstrably have the mandatory and required security level (e.g. in the form of security-related test results, vulnerability assessments etc.)
- c) they will be brand new,
- d) unless otherwise agreed in a particular case, will consist of standard components, and
- e) will meet the usually prescribed or expected response times during agreed application also under main load.

2.5 General Requirements for Software Components

If the supply of software components is part of the Purchase Order,

- a) these will be free throughout the duration of the contract of viruses and other software anomalies and settings, routines and backdoors limiting their use,
- b) were tested for the agreed application,
- c) will meet the usually prescribed or expected response time on the intended hardware components during agreed application, and
- d) unless explicitly agreed otherwise, will have a German user interface /user control and a German online help system.

2.6 Additional Requirements for Application Software

If the supply of application software is part of the Purchase Order,

- a) the most recent version, along with related documentation shall be supplied and, if agreed, shall be installed by Contractor on Principal's system,
- b) it shall have a uniform menu structure within an area of application,
- c) shall be user-friendly to ensure that it can easily be used after customary training, and
- d) shall not necessitate any changes in the operating system code during installation.

2.7 Additional Requirements for Customized Software

If the supply of customized software is part of the Purchase Order,

- a) it shall be designed in the contractually agreed programming language(s) and contain sufficient clarifying comments in the source code which allow the automatic generation of a software web documentation with the help of a software tool,
- b) the complete source code of customized software shall be delivered on a standard data medium or via data transfer,
- c) shall not contain either external libraries and/or open-source elements and shall explicitly disclose the included external libraries and/or open-source elements in their documentation and fully ensure the contractually agreed use also with respect to these external libraries and/or open-source elements from a legal and actual perspective,
- d) shall have been fully tested by Contractor according to separately specified, otherwise industry procedures, and
- e) shall fully and unrestrictedly meet the requirements established by Principal in a particular case.

2.8 Additional Requirements for Adaptation Programming

If adaptation programming is part of the Purchase Order,

- a) it shall be subject to the same procedures and requirements that are applicable to the development of the software to be adapted,
- b) the usability and version of the software to be adapted shall not be lost during adaptation.

2.9 Additional Requirements for Web Content

If web services are part of the Purchase Order,

- a) these services will be supported by all versions of common browsers,
- b) will guarantee fast page assembly,
- c) will limit the use of cookies to the absolutely necessary minimum and will be sufficiently documented, and
- d) unless otherwise agreed, will be barrier-free pursuant to applicable legal provisions.

2.10 Additional Requirements for Cloud Services

If cloud services, including Software as a Service (SaaS; provision of (application) software for use), Platform as a Service (PaaS; provision of (development) platforms), Infrastructure as a Service (IaaS; provision of IT resources, including but not limited to computing capacity, memory and hard disk memory), and Business Process as a Service (BPaaS; implementation of business processes via cloud computing) are part of the Purchase Order,

- a) the cloud services shall meet all data protection requirements (including but not limited to those due to the conclusion of the necessary contracts pursuant to Sections 9.3.5 and 9.3.10) and data security,
- b) Contractor shall guarantee and implement the connection to the relevant IT system environment of Principal,
- c) a detailed description of the release or change management and incident management shall be attached to the offer submitted to Principal,
- d) the new system of cloud services shall take over or exceed the properties and functionality of legacy systems that are replaced or supplemented,
- e) if legacy systems are replaced or supplemented, the new system shall take over interfaces of the legacy system to third-party systems, settings of the legacy system and data and data formats of the legacy system without changes or, if agreed, shall convert and transfer data from the legacy system,
- f) the above requirements for web content shall apply in any event,
- g) the above requirements for software components and application software shall apply for SaaS and BPaaS.

2.11 Requirements for the Installation, Commissioning, and Use of Services

2.11.1 If and to the extent that the use of Contractor's services in accordance with the terms of the contract requires Principal's cooperation (e.g. premises, power supply, air-conditioning, wiring, provision of servers, (system) software, data bases, and data etc.), Contractor shall disclose these requirements in detail and in writing when submitting the offer to Principal and shall be liable vis-à-vis Principal for the accuracy and completeness thereof.

2.11.2 In connection with the fulfilment of Principal's obligations to cooperate, Contractor shall advise and support Principal without charging a separate compensation and, after Principal's cooperation, shall examine the corresponding measures (e.g. premises, IT components, connections, software etc.) and point out any shortcomings (suggesting solutions therefore) and confirm that these measures are appropriate. If Contractor fails to examine these measures, the measures taken by Principal shall be deemed to have been confirmed by Contractor as being appropriate.

2.12 Place of Performance and Supplies

2.12.1 The place of performance depends on the nature of the supplies/services to be provided by Contractor.

2.12.2 If Contractor supplies physical IT or hardware components, the place of performance shall be the actual place of installation specified by Principal.

2.12.3 If Contractor provides or develops software (components), in case of cloud services and in all other cases, and in case of doubt, place of performance shall be Principal's corporate seat.

2.12.4 Physical IT or hardware components are delivered DDP to the place of installation. Contractor shall take back and properly dispose of any packaging material free of charge.

2.13 Set-up Date/ Installation Date, Transfer of Risk and Title, Acceptance Tests

2.13.1 Set-up date / installation date means

- a) the working day following successful completion of the acceptance test relating to the supply/service provided in accordance with the terms of the contract and according to the requirements referred to in Section 2 .
- b) If Principal waives an acceptance test, the working day after the IT or hardware components which meet the requirements referred to in Section 2 were set up, installed or put into operation at the place of performance according to the terms of the contract and ready for operation pursuant to the acceptance protocol countersigned by Principal.
- c) For supplies and services for which acceptance is not an option or excluded and in all other cases, the working day on which Contractor has provided the supplies/services in accordance with the terms of the contract and in accordance with the requirements referred to in Section 2.

2.13.2 Risk and (if applicable) title shall transfer to Principal on the set-up date/installation date. Contractor is not entitled to reserve proprietary rights.

2.13.3 Acceptance tests are subject to the test scenarios prescribed by Principal for the relevant supply / service in a particular case and, in any event, those appropriate to the current state-of-the art. Unless otherwise agreed, an acceptance tests comprises at least a function test, a performance test, and an endurance test (trial live operation). Upon successful completion of the acceptance test, a written acceptance protocol shall be drawn up immediately and signed by both parties.

2.14 Training

Unless otherwise agreed, Contractor shall train Principal's intended users with respect to the services to be provided by Contractor.

2.15 Free Use

2.15.1 Unless otherwise agreed and subject to the following grant of intellectual property rights, Principal may unrestrictedly use and exploit Contractor's services without affecting Contractor's liabilities, guarantees, warranties and representations.

2.15.2 Contractor shall inform Principal in advance of any mandatory export restrictions applicable to Contractor's services.

2.16 Intellectual Property Rights

2.16.1 Principal shall acquire an irrevocable, non-exclusive, sub-licensable right to use standard software or standard software components and the related documentation and records by Principal themselves and by third parties freely determinable by Principal. That right is transferable, in whole or in part, and not subject to separate compensation, unlimited in terms of subject-matter, time, and place and applies to any form of use known at present and in the future and includes use, including but not limited to reproduction.

2.16.2 Principal shall acquire an irrevocable, exclusive, sub-licensable, wholly or partly transferable and free right to use customized software or customized software components, customized software adaptations, elaborations and web content and any other work or service individually created for Principal, already upon (partial) creation thereof, namely the right for Principal to exploit or procure the exploitation by third parties of the above, without any limitation in terms of subject-matter, time and place, in any form known today and in the future, and to apply for registration or to register and to use without restriction property rights (such as patents, utility models, trademarks and designs) registered in its own name or in the name of third parties, to create a derivative work in compliance with moral rights, if any, and to exploit derivative works like the originals. Contractor waives the right for itself and for its employees to be named as author, although Principal may name Contractor and/or its employees as author. Principal is not obliged to exercise the right of use so granted or to use or exploit the above works and services. If and to the extent that Contractor effectively exercises a legal and mandatory right to revoke rights, Principal shall retain, in any event, an ordinary right to use the work without limitation as to time, place and subject-matter as described above. Contractor confirms that it holds the rights awarded pursuant to these Sections 2.16.1 and 2.16.2 to the extent necessary for the

granting of these rights. Contractor is not aware of any third-party rights which are incompatible with this granting of rights. Contractor shall hold harmless and indemnify Principal for these commitments.

2.16.3 Principal exclusively retains all rights to elaborations, data, documents, software and other services and work results created by Principal, which shall be treated as Principal's trade and business secrets.

2.16.4 If and to the extent this is necessary for the provision of Contractor's services in accordance with the terms of the contract, Principal will grant Contractor a non-exclusive, non-transferable, non-sublicensable right to use works exclusively for that purpose and, in terms of time, place and subject-matter in a scope necessary for this purpose. That right is revocable at any time and conditional upon the valid existence of the contract and includes the right to use the work results, works and services (e.g. software, documents, graphs, data bases, files, data) contributed by Principal or by third parties attributable to Principal in connection with Contractor's provision of services.

2.17 Hardware and Software Maintenance

Whenever Contractor was instructed to perform hardware and/or software maintenance, the related details are governed by a separate or individual agreement between Contractor and Principal. Notwithstanding prevailing separate or individual agreements in this connection, Contractor shall provide standard and state-of-the-art services appropriate to Contractor's relevant service, in particular in terms of maintenance preparedness, response times, error classification, diagnosis times, and trouble-shooting times.

2.18 System Availability

2.18.1 Details regarding system availability shall be subject to a separate or individual contractual agreement between Contractor and Principal, if applicable to the services provided by Contractor.

2.18.2 Only in the absence of such a separate or individual contractual agreement, availability of at least 99 percent during times of use (Monday through Saturday 24 hours and Sunday 7 a.m. to 8 p.m.) is deemed agreed:

2.18.3 Availability is calculated as follows: $\text{Availability (\%)} = (\text{time of use} - \text{downtime}) / \text{time of use} \times 100$ over a calculation period of one month.

2.18.4 Any standard maintenance work and update uploads affecting system availability shall be deemed downtimes.

3 IT Security

3.1 General

3.1.1 In any event, Contractor shall meet the requirements of the InfoSec Terms, protection category LOW. Depending on a special classification of the criticality of Contractor's services, Contractor shall meet the individually agreed special requirements of the InfoSec Terms MEDIUM or HIGH.

3.1.2 Notwithstanding the above, Contractor guarantees to maintain and will maintain in the future appropriate technical and organizational measures in accordance with the state of the art designed to protect (also, but not only personal) data and information from accidental loss, unauthorized destruction, unauthorized alteration, unauthorized disclosure or access - including but not limited to transfers via public networks - and other unlawful processing operations.

4 COMPENSATION

4.1 Price

4.1.1 The agreed (total) price constitutes compensation for all supplies/services to be provided for the performance of the Purchase Order (the contract) (including travel expenses, disbursements, and other ancillary expenses).

4.1.2 It is a fixed net price for delivery to the place of performance (DDP Incoterms 2020). Partial deliveries are not permitted, unless otherwise agreed in writing.

4.1.3 Contractor shall pass on to Principal general price reductions between the contract conclusion date and the supply date.

4.1.4 Compensations under continuing obligations shall remain unchanged during the duration of the contract. Contractor shall pass on to Principal general reductions of the price level for the contractual services of more than ten percent, or general price reductions.

4.2 Invoicing

4.2.1 Contractor shall send invoices to the address indicated in the Purchase Order (quoting the PO number). Invoicing by third parties or the assignment of claims against Principal shall only be permitted with Principal's prior written consent. Invoices shall allow verification and meet the value added tax rules; all documents necessary to verify an invoice shall be attached.

4.2.2 In addition to the information referred to above, the final (overall) invoice must state the total sum, consisting of the original order value, increases and reductions of the original order value, as well as changes in prices due to price escalations. Value added tax (VAT), if required by law, as well as all partial payments already made must be indicated as well.

4.2.3 Principal will be billed for recurring compensations on an annual, monthly or quarterly basis at the end of the billing period determined in the contract.

4.2.4 The time for payment pursuant to Sections 4.3.2 and 4.3.3 starts to run not until Principal has received an invoice which meets the requirements stipulated in this paragraph (along with all documents necessary to verify such invoice).

4.2.5 The above total sum, exclusive of VAT, shall form the basis for the calculation of liquidated damages, unless Principal and Contractor have otherwise agreed in writing on their existence and calculation basis in a particular case.

4.2.6 Contractor is required to assert all claims under the Purchase Order with the final (overall) invoice. Once Contractor has unconditionally accepted the final payment, Contractor may not assert any claims later on.

4.2.7 Principal may set off any claims against claims owed to Contractor.

4.3 Terms of Payment, Default Interest

4.3.1 If the Purchase Order does not define a payment schedule, payment will be made after takeover of the supplies/services and after receipt of the verifiable final (overall) invoice.

4.3.2 Principal will pay invoices within 30 calendar days after receipt, subject to proper invoicing pursuant to Section 4.2 and provided that the services are complete and free of defects. The deadline for payment starts to run again with submission of a new/corrected invoice.

4.3.3 Principal will make payments once a week via bank transfer. The deadline for payments which are due on the three calendar days before is extended accordingly, and the deadline for those payments due on the three calendar days afterwards is abbreviated accordingly. The time at which Principal has instructed their bank to transfer the money is relevant for the timeliness of a payment.

4.3.4 If Contractor or Principal are in default of payment, default interest at the applicable 1-month EURIBOR, plus 400 base points p.a., is agreed. Principal is in default only after Contractor has given prior notice.

4.4 Taxes

All taxes and duties owed in connection with the contract governed by these GTCP-IT or the related activity or services of Contractor, except for value added tax, shall be borne by Contractor. Contractor shall hold harmless and indemnify Principal in case Principal is held liable to pay such taxes or duties. Principal may particularly deduct such sums from compensations payable to Contractor. The same applies to copyright taxes, disposal fees and the like.

5 PROJECT MANAGEMENT

5.1 General

5.1.1 Details regarding project management shall be subject to a separate or individual contractual agreement between Contractor and Principal, if applicable to the services provided by Contractor.

5.1.2 Only in the absence of such a separate or individual contractual agreement and provided that project management is necessary and appropriate at all for the relevant services provided by Contractor project management

corresponding to the provided services, including a malfunctions report pursuant to Annex 1, shall be deemed agreed. The relevant details shall be determined by mutual agreement.

6 DUTY TO INFORM

6.1 General

6.1.1 The parties will exchange important information relating to the subject-matter of the contract on an ongoing basis.

6.1.2 As soon as Contractor becomes aware of any circumstances that could jeopardise the performance of the Purchase Order, Contractor shall immediately inform Principal in writing of these circumstances and any measures to be considered by it.

6.1.3 For a period of five years from the set up date/ installation date of a purchased item or for the duration of a continuing obligation, Contractor shall inform Principal on an ongoing basis of available new versions of the relevant IT hardware and/or software components, shall automatically report to Principal errors of those IT components known to Contractor, or shall allow Principal to inspect information data bases which are accessible to clients, inform Principal in due time, at least six months prior to the actual date on which the production of spare parts or the maintenance of those IT components is discontinued, and shall offer Principal generally available improvements of requirements also after the expiration of warranty / guarantee / maintenance.

6.1.4 If Contractor fails to fulfil its reporting duty although that error was generally known to members of the industry by which the provision of the contractual services are covered and Principal thereby incurs expenses (e.g. for troubleshooting, tests ..), Contractor shall compensate Principal for that damage regardless of fault.

7 DEFAULT

7.1 Delay

If Contractor is in delay by failing to meeting a certain calendar date or does not completely fulfil or only partly fulfils its contractual obligations (e.g. achievement of a milestone, provision of a service, notification of readiness for acceptance or go-live of the object of the contract or a portion thereof to be accepted separately) although a reasonable grace period was granted, Principal shall be entitled, notwithstanding claims for damages, if any (including the assertion of liquidated damages), at its own discretion either to reject (partial) services in whole or in part and insist on defect-free performance or request a reasonable price reduction or forthwith withdraw from the contract and procure substitute performance at Contractor's cost and risk.

7.2 Liquidated Damages

7.2.1 In case of delay, if a date set forth in the Purchase Order as subject to liquidated damages is exceeded, Principal shall be entitled to charge liquidated damages as set out below, whether or not Contractor is at fault and whether or not there is proof of damage.

7.2.2 Liquidated Damages amount to 0.2 percent for each calendar day of exceeding the deadline, up to a maximum of 10 percent of the total sum, exclusive of VAT.

7.2.3 If several dates subject to liquidated damages are exceeded, liquidated damages for each of these dates amount to 0.2 percent for each calendar day of exceeding the deadline, up to a maximum of 10 percent of the total sum, exclusive of VAT. However, the total maximum amount for all liquidated damages for delay shall not exceed 20% of the total sum, exclusive of VAT.

7.2.4 If several partial services/lots are jointly awarded to Contractor liquidated damages are calculated on the basis of the total sum of all partial services/lots.

7.2.5 Any non-observance of agreed service levels in connection with hardware and software maintenance as well as system availabilities is subject to the liquidated damages provisions set forth in the separate or individual contractual agreement.

7.2.6 Principal's right to claim liquidated damages is excluded only in the event of force majeure pursuant to Section 7.7.1.

7.2.7 The amount of damage and the recoverability of damage do not affect the amount of any liquidated damages. This shall not limit or exclude Principal's right to assert a claim for damages exceeding the amount of the liquidated damages.

7.3 Warranty

7.3.1 Contractor fully warrants that its supplies/services meet the requirements described in Section 2 and are in compliance with applicable legal provisions.

7.3.2 If the agreed quality criteria or, failing an agreement, the standard and state-of-the-art quality criteria and agreed service levels, if any, such as times of availability, response time or other quality criteria (such as reaction time) are not met in a month despite valid maintenance or availability/operating obligations, the relevant supply/service shall in any case be deemed to be defective.

7.3.3 Throughout the entire warranty period it is assumed that a defect has already existed when the supplies were made or the services were provided. The burden to prove the non-existence of defects and the existence of non-material defects lies on Contractor.

7.3.4 The warranty period is 36 months starting with the set-up date/installation date.

7.3.5 If defects subject to warranty occur, Contractor shall immediately take corrective action, unless Principal requests an immediate price reduction. If Contractor is unable to rectify defects within a reasonable period of time, Principal may, at its discretion, either procure corrective action at Contractor's cost and expense, request a price reduction or, in case of not minor defects, cancel the contract.

7.3.6 Contractor waives the right to object that recognisable defects of supplies/services were notified too late, pursuant to Section 377 UGB (Austrian Business Code). All costs and risks arising in connection with corrective action to rectify defects shall be borne by Contractor. Any corrective action shall be subject to the same warranty provisions that are applicable to the main supply/service. The warranty and guarantee period for replaced parts starts to run again upon delivery.

7.3.7 Contractor undertakes to transfer and assign these obligations also to any subcontractors or suppliers.

7.3.8 Services covered by warranty must not be billed under a maintenance agreement that might be additionally concluded. If services covered by warranty are provided under a maintenance agreement, the maintenance fee shall be reduced accordingly.

7.4 Warranty for Serial Defects

Serial defects mean a frequency of defects in IT components, systems or partial systems that is significant higher than usually expected or significant higher than those indicated by the provider. Serial defect means in particular failures/malfunctions in more than 3% of all installed devices or components within a period of 3 months and a time of operation lower than 50% of indicated MTBF (Mean Time between Failure). In this case, Contractor shall submit to Principal a corrective action plan and implement it at Contractor's own cost and expense. Principal may demand the exchange of all devices of that series. Notwithstanding the above, the warranty period for serial defects corresponds at least to the MTBF indicated by Contractor.

7.5 Warranty for Rental and Cloud Services

7.5.1 Contractor warrants with respect to rental and cloud services throughout the entire duration of the contract pursuant to Contractor's maintenance or availability/operating obligations to provide maintenance and services to guarantee or restore the agreed availability or the agreed operation without charging additional compensations or expenses.

7.5.2 Services covered by warranty shall not be billed under a maintenance agreement that might be additionally concluded. If services covered by warranty are provided under a maintenance agreement, the maintenance fee shall be reduced accordingly.

7.6 Freedom from Third-Party Rights

7.6.1 Principal will notify Contractor without delay if Principal is held liable or threatened to be held liable for an infringement of intellectual property rights or other proprietary rights of third parties due to the use of the contractual supplies/services. Principal will allow Contractor to defend the claim or to acquire full rights, provided and to the extent this is not precluded by the circumstances in a particular case (e.g. cases of particular urgency).

7.6.2 Contractor shall compensate Principal for any direct and indirect as well as material and non-material damage and for any other disadvantage which Principal suffers from any proven infringement of intellectual property rights

and proprietary rights of third parties due to supplies or services provided by Contractor or their contractual use by Principal.

7.6.3 The damage to be compensated includes also payments for the judicial and non-judicial settlement of disputes which Principal may agree upon with Contractor's consent. Contractor shall not unreasonably withhold that consent.

7.7 Liability for Damages

7.7.1 Contractor is liable to provide the supplies/services free of defects and in accordance with the agreed requirements. Contractor is liable for any personal injury, property damage, and any other disadvantage which Principal incurs and which is caused by Contractor, the personnel as well as any third parties engaged by Contractor. In the absence of gross negligence and/or wilful misconduct, claims will not be asserted for the compensation of damage which Principal incurs due to energy failures (generation or transmission). Any damage which Principal incurs (lack of generation and/or transmission) shall be calculated in such a manner that the energy which could have been generated and/or transmitted during a failure, had operation been optimal, is assessed at market prices. Relief is granted only in events of force majeure. Events of force majeure are exclusively natural disasters, mobilization, war and riots.

7.7.2 Contractor shall take out, at its own expense, a liability insurance, at least throughout the entire duration of a contract, which corresponds to the Purchase Order and covers all liability risks arising from the legal provisions and the contractual relationship. Insurance cover shall also include liability of Contractor's personnel, subcontractors or other vicarious agents which Contractor engages for the performance of the contract. In case of damage, Contractor shall assign its claims against the insurance company to Principal upon request, provided this is permissible according to the insurance terms and conditions.

8 DURATION OF THE CONTRACT

8.1 Conclusion and Termination of Contract

8.1.1 Contracts are concluded pursuant to these GTCP-IT only in writing.

8.1.2 The confidentiality and data protection provisions shall remain in force indefinitely also after full performance by Principal and Contractor and after termination of all continuing obligations.

8.2 Withdrawal by Principal

8.2.1 Principal may forthwith withdraw from a Purchase Order at any time in writing without stating any reason. In this case, Contractor is entitled to a compensation equal to the total sum according to Section 4.1.1. although the following amounts will be credited:

- a) any savings in costs due to withdrawal;
- b) any income earned or to be earned through any other use of Contractor's labour force or facilities; and
- c) any advantages resulting from the sale or any other use of supplies/services already provided or created.

8.2.2 Any compensations (particularly license fees) which Principal has paid in advance for services beyond the withdrawal date shall be repaid by Contractor on a pro rata basis.

8.2.3 Principal's right to extraordinary withdrawal for good cause remains unaffected. In the event of good cause, Principal may withdraw from the Purchase Order with immediate effect.

8.2.4 Good cause shall be deemed to exist in particular if:

- a) there are circumstances which make it obviously impossible to perform the Purchase Order in due time, unless Principal itself is responsible for these circumstances;
- b) Contractor suffers any deterioration or endangerment of its financial condition which jeopardises the fulfilment of liabilities vis-à-vis Principal;
- c) the opening of insolvency proceedings in respect of Contractor's assets has been rejected for lack of assets to cover costs or these proceedings were cancelled due to a lack of assets to cover costs;
- d) insolvency proceedings were opened with respect to Contractor's assets and withdrawal from the contract is not prohibited by law;
- e) Contractor provides incorrect information on material circumstances or does not fulfil or is unable to fulfil obligations under the Purchase Order.

8.2.5 If Principal withdraws from the contract pursuant to this provision, Contractor shall lose any right to compensation, unless it has already provided a partial service which Principal is able to use. These services of Contractor shall be settled as of the withdrawal date. The withdrawal date is the date on which the letter of withdrawal is sent as evidenced by the postmark. Contractor shall repay to Principal any overpayments immediately after the final invoice was issued. Contractor shall reimburse Principal for any extra costs arising from the transfer of the contract to a third party.

8.2.6 Partial withdrawal is permissible.

8.3 Withdrawal by Contractor

8.3.1 Contractor may withdraw from the Purchase Order only for good cause as set out below:

- a) Without granting a grace period if the opening of insolvency proceedings against Principal's assets is denied for lack of assets or if such proceedings are cancelled on the grounds of lack of assets, or if insolvency proceedings were opened with respect to Principal's assets and withdrawal is not prohibited by law.
- b) Subject to granting two grace periods of at least 30 calendar days each, with each letter already having to include the notice of withdrawal, if Principal prevents the proper provision of supplies/services by Contractor in a significant and sustainable manner or if, despite proper invoicing, Principal fails to pay to Contractor material payment claims which are undisputed in terms of merit and amount and were already ordered in writing.

8.3.2 The grace period shall be set and notice of withdrawal given in writing. In this case, Contractor is entitled to a compensation for the supplies/services already provided.

8.4 Contract Duration and Termination of Continuing Obligations

8.4.1 Unless otherwise agreed, continuing obligations (including but not limited to license agreements) are concluded for an indefinite time and may be terminated by Principal giving three months' written notice, and by Contractor giving twelve months' written notice, as of the last day of each calendar month, subject to the date of the postmark. In addition, Principal may terminate also only individual and separable services. Contractor waives the right to terminate the contract prior to the expiry of the fifth calendar year after acceptance of a service.

8.4.2 Any compensations (particularly license fees) which Principal has paid in advance for services beyond the termination date shall be repaid to Principal by Contractor on a pro rata basis.

9 MISCELLANEOUS

9.1 Labour and Social Law

Whenever Contractor provides services in Austria, Contractor undertakes to comply with all labour and social laws applicable in Austria with respect to Contractor's own employees and other vicarious agents. Contractor shall promptly provide Principal with the relevant evidence upon request.

9.2 Confidentiality

9.2.1 Contractor undertakes to keep confidential and not to disclose any information and data, notices, documents, business and trade secrets, know-how, etc., disclosed, provided or made available in connection with the Purchase Order either in written form, orally, via electronic data transfer or otherwise ("Confidential Information").

9.2.2 Contractor undertakes to use Confidential Information exclusively to perform the contract and undertakes not to pass it on to third parties as a whole, in part or in extracts, or to make it available in any other form to third parties. Furthermore, Contractor undertakes not to otherwise process or use and exploit Confidential Information, in particular not for Contractor's own purposes. In particular, Contractor shall not use Confidential Information for competitive purposes.

9.2.3 This obligation shall not apply if Contractor is legally obliged to disclose Confidential Information to authorities, courts or other third parties; in this case, subject to legal provisions to the contrary, Contractor shall promptly inform Principal in writing of the obligation and scope of disclosure, limit such disclosure to the absolute minimum required by law and, if permitted by law, coordinate such disclosure with Principal.

9.2.4 Confidential Information shall be made available only to those employees of Contractor and the employees of Contractor's affiliated companies (as defined in Section 189a (a) UGB - Austrian Business Code), as well as to advisors, who are subject to a professional confidentiality obligation (lawyers, tax advisors, auditors) who will be or are demonstrably involved in the project and to those bodies of Contractor's business that need to know the

corresponding information to review the contract. It is Contractor's responsibility to ensure that Contractor's employees and those of its relevant affiliated companies and the members of Contractor's bodies as well as Contractor's advisors to which Contractor has provided information adhere to the terms of this paragraph 9.2. Contractor shall fully indemnify and hold harmless Principal for and against any damage caused by any breach of this obligation.

9.2.5 Confidential Information may be disclosed to third parties, including banks and credit institutions, only with Principal's prior written consent.

9.2.6 Contractor shall take all reasonable precautions to prevent any unauthorized use of Confidential Information and/or to avoid any access to Confidential Information by third parties.

9.2.7 At Principal's request, Contractor shall immediately return to Principal, destroy or irretrievable delete Confidential Information at any time, also after termination of the Purchase Order, including paper and electronic copies and any documents referring to Confidential Information. At Principal's request at any time, Contractor shall provide documentary written evidence in a particular case that such information was deleted or destroyed.

9.2.8 In case of a breach of the confidentiality obligations, Principal shall be entitled to immediately withdraw from the Purchase Order according to Sections 8.2.3 and 8.2.4 and to claim liquidated damages equal to 20% of the total sum. This shall not limit or exclude Principal's right to assert a claim for damages exceeding the amount of the liquidated damages.

9.2.9 This Section 9.2 shall apply on a subsidiary basis to any confidentiality and non-disclosure agreement separately concluded or to be concluded.

9.3 Data Protection and Data Ownership

9.3.1 Contractor confirms that it is familiar and in compliance with the relevant applicable data protection provisions, including but not limited to the EU General Data Protection Regulation (GDPR). Contractor guarantees to procure the security and therefore confidentiality, integrity and availability of Principal's personal data according to Article 32 GDPR which Contractor gets to know in connection with the Purchase Order.

9.3.2 Contractor shall particularly not only adhere to special legal confidentiality obligations in the course of their processing operations, but also safeguard the confidentiality of data subject to the Purchase Order which Contractor gets to know. Furthermore, Contractor shall ensure that any person who may get to know data is subject to a confidentiality obligation under this Purchase Order prior to commencing their activities. This confidentiality obligation survives also after these persons have ceased to carry out their activities and have left Contractor.

9.3.3 Contractor shall be liable vis-à-vis Principal for any property damage, financial loss and personal injuries, including loss of profit, which were caused by Contractor itself or by the acts and omissions of any of Contractor's employees or vicarious agents or by any other persons engaged by Contractor. Contractor shall be liable in particular for any damages which Principal suffers due to a breach of any provision of this Purchase Order or of applicable data protection provisions.

9.3.4 In case of an infringement of data protection obligations, Principal may immediately terminate the Purchase Order without notice.

9.3.5 Whenever Principal instructs Contractor to process personal data as processor pursuant to Article 4 (8) GDPR, Contractor undertakes to conclude a processing agreement pursuant to Article 28 GDPR simultaneously with signing the contract, and to issue any other additional statements and provide documents and evidence pursuant to Article 28 GDPR, also directly vis-à-vis the data protection officers (e.g. if Principal itself acts as contractor).

9.3.6 In the absence of such a processing agreement, processing operations pursuant to Article 28 GDPR are subject to the following provisions:

9.3.7 Contractor undertakes to process data and data results only within the scope of Principal's written orders. Should an authority order Contractor to release Principal's data, Contractor shall inform Principal without delay - if permitted by law - and refer the authority to Principal. Furthermore, data may be processed for Contractor's own purposes only upon written order.

9.3.8 Contractor declares with legally binding effect that all persons authorized to process data have committed themselves to confidentiality or are under an appropriate statutory confidentiality obligation prior to commencing their

activities. The obligation of confidentiality of persons authorized to process data shall be ensured and survives in its entirety also after they have ceased to work for and leave Contractor.

9.3.9 Contractor declares with legally binding effect that it has implemented all necessary measures to ensure the security of processing according to Article 32 GDPR.

9.3.10 Contractor may engage sub-processors. Contractor shall notify Principal in due time of its intention to engage another processor to allow Principal to object. Contractor shall conclude the necessary contracts referred to in Article 28 (4) GDPR with the other processor. In this context, it shall be ensured that the other processor is subject to the same obligations that are imposed on Contractor according to this agreement. If the other processor fails to fulfil its data protection obligations, Contractor shall be liable to Principal for the compliance of the other processor's obligations.

9.3.11 Contractor shall implement the technical and organizational measures to allow Principal to fulfil its obligations to respond to requests for exercising the data subjects' rights laid down in Chapter III GDPR (right to information, right of access, right of rectification and deletion, right to data portability, right to object and automated individual decision-making) within the legal periods and shall make available to Principal all necessary information in due time. If a request to exercise these rights is addressed to Contractor and this request indicates that the person making the request erroneously mistakes Contractor for the controller of the processing operation, Contractor shall immediately pass the request on to Principal and shall inform the person making the request.

9.3.12 Contractor shall support Principal in ensuring compliance with the obligations pursuant to Articles 32 to 36 GDPR (data security measures, notification of a personal data breach to the supervisory authority, notification of a personal data breach to the affected data subject, data protection impact assessment, prior consultation).

9.3.13 In the context of processing the data provided by Principal, Principal or any third parties engaged by Principal shall have the right to access and inspect Contractor's processing facilities at any time. Contractor undertakes to make available to Principal any information which is necessary to check compliance with the obligations mentioned herein.

9.3.14 After termination of this agreement, Contractor shall transfer all processing results and records containing data to Principal or delete these on Principal's request. Whenever Contractor processes data in a special technical format, after termination of this agreement, Contractor shall release such data in that format or, at Principal's choice, in the format in which they were provided by Principal or in any other customary format.

9.3.15 Contractor shall immediately inform Principal if Contractor considers that any instruction from Principal infringes the data protection provisions of the European Union or any of its Member States.

9.3.16 Contractor shall not be entitled to an additional compensation for services provided pursuant to this Section 9.3.

9.4 Solicitation of Employees

Contractor undertakes not to solicit and employ and not to procure the solicitation and employment by third parties of Principal's employees throughout the duration of the contract and for a period of 12 months after termination thereof. In case of breach of this provision, Contractor shall pay to Principal a penalty equal to one gross annual salary of the solicited employee earned prior to being enticed away. That penalty cannot be reduced by court order.

9.5 Retention and Obligation to Perform

In case of disputes, Contractor shall not be entitled to withhold supplies or suspend services.

9.6 Written Form

9.6.1 Contracts and contract amendments shall be drawn up in writing. It is specifically agreed that Principal will also send electronically sealed SAP purchase order forms and SAP change order forms electronically (e.g. via e-mail) and that these documents are legally valid and binding.

9.6.2 This form requirement may only be waived in writing. Any correspondence shall state Principal's purchase order number. There are no oral side agreements.

9.7 Jurisdiction and Governing Law

Exclusive jurisdiction lies with the court having jurisdiction *ratione materiae* and *ratione loci* at Principal's corporate seat. The contract shall exclusively be governed by and construed in accordance with Austrian law, to the exclusion of the conflict of law rules of international private law and the UNCITRAL rules.

Annex 1 – Malfunctions Report for IT Components

No.	Nr. of engineer report	Affected IT component	Error category	Malfunction start date	Malfunction end date	Impact

Nature of interruption:

S .. Trouble-shooting

I .. Installation of a new version

Impact:

Which IT components could still be used?