

SEPARATE CONDITIONS OF GPC-IT

– SERVICES AND WORKS –

1. SCOPE

- 1.1 These separate conditions of GPC-IT ("**GPC-IT DWL**") apply to Services and works, including consultancy, the creation of assessments, adjusting and developing software, training, etc. (referred to jointly as "**Services**") from the Contractor in the area of information technology, including telecommunications technology in the version applicable at the time of conclusion of the contract with the general conditions of GPC-IT as a standard contractual component.
- 1.2 The respective version of the GPC-IT shall apply without requiring a new reference to all future Services from the Contractor. The respective version is available on the DEKRA website <https://www.dekra.com/en/it-procurement>. Upon request, the respective applicable IT-GPCs can also be posted.

2. GENERAL SERVICE OBLIGATIONS, QUALITY AND ORGANIZATION OF THE SERVICES

- 2.1 **Requirements.** Before starting the provision of Services, the Contractor shall check whether the tasks set by DEKRA for the provision of the Services are complete, clear, appropriate and free from contradictions and shall immediately inform DEKRA in writing if this is not the case.
- 2.2 The Contractor has the extensive understanding of the applicable statutory, official and technical requirements required for the provision of Services and manufacture of work results, which it shall take into account autonomously.
- 2.3 The Contractor shall use existing standards to provide Services (notably standard software) and shall only offer and provide individual solutions if this is not possible. The Contractor shall refer DEKRA to standard solutions, also without request, which are suitable for achieving the results desired by DEKRA in part or in full.
- 2.4 **Content and Documentation of Services.** The Contractor shall provide all Documentation, test protocols, drawings, plans, operating instructions, etc. required for the acceptance, operation, maintenance and care of work results (including software) in a reproducible form free of charge. Unless agreed otherwise, Documentation and instructions must be provided in German if the Services and work results are destined for German-speaking countries, otherwise in English.
- 2.5 The Contractor shall present and explain presentable work results (e.g. assessments, software, concepts) to DEKRA at its request.

- 2.6 **Integration.** Work results in the area of software development and adaptation shall be installed, integrated and configured for DEKRA by the Contractor, and shall be handed over and transferred to DEKRA ready to use. The Contractor shall instruct and support DEKRA, insofar as this is necessary for an agreed test and sample operation or in order to use the work results.
- 2.7 **Periods and deadlines.** Agreed deadlines and periods are binding unless agreed otherwise.
- 2.8 **Contact persons.** The Parties' contact persons are exclusively the responsible contact persons named in the contract. If contact persons are not named in the contract, the Parties shall each name a contact person and deputy before the start of Services.
- 2.9 **Personnel.** Deployed personnel are qualified for providing the Services and shall have sufficient experience with comparable Services. DEKRA can demand evidence of this.
- 2.10 If the Contractor replaces a person charged with providing the Service with another person, the training costs for this shall be charged to the Contractor. If replacing a person, the Contractor shall reasonably take into account the interests of DEKRA.
- 2.11 DEKRA reserves the right, at its discretion, to demand a person engaged with fulfilling the contract to be replaced by the Contractor.
- 2.12 **No personnel leasing.** In principle, the Contractor is free to choose the place of performance when providing its Services. However, if a project requires the Services to be provided in the premises of DEKRA, the Contractor is prepared to provide the Services in the respective premises to this extent. The persons deployed by the Contractor shall not enter into an employment relationship with DEKRA. The Contractor shall have the sole right of instruction over its own personnel and any subcontractors engaged by it.

3. RIGHTS OF USE

- 3.1 Subject to the conditions in the following two paragraphs, the Contractor herewith grants DEKRA an exclusive, permanent, irrevocable, sub-licensable, and transferable right to use and exploit all work results as they are produced, which shall be unlimited in terms of time, content and location. This right shall include, in particular, a right of reproduction, amendment and editing by DEKRA or third parties. The right of use is not affected by a termination of the master agreement or a contract.
- 3.2 The Contractor herewith grants to DEKRA a non-exclusive right of use and exploitation to the aforementioned extent to works and know-how already in DEKRA's possession at the start of the agreement, provided this is necessary for the work results created by the Contractor for DEKRA to be used to the aforementioned extent.

- 3.3 Rights of use to standard software may only be sublicensed to Affiliated Companies of DEKRA as defined in sections 15 et.seq. In addition, DEKRA reserves the right to grant rights of use to standard software to third parties, insofar as this is necessary so that these third parties can provide Services for DEKRA or Affiliated Companies as defined in sections 15 et.seq.
- 3.4 Insofar as the Contractor creates software for DEKRA, the Contractor herewith commits to handing over the source code of the software, including any further developments, the development Documentation and a description of the program.
- 3.5 The Contractor shall enable DEKRA to use an invention developed within the provision of Services permanently and free of charge.
- 3.6 The Contractor does not have the right to be mentioned in each publication of its work in the normal manner. The Contractor shall advise DEKRA in writing of the description of persons or events included in the work results, which could include the risk of a personal rights violation.

4. DEKRA'S DUTIES OF COOPERATION

If standard software is required for the provision of Services, DEKRA shall obtain this software, insofar as this is expressly regulated by contract and is not impossible for DEKRA.

5. CHANGE REQUEST

- 5.1 DEKRA reserves the right to demand changes to the extent of Service after concluding the contract, unless this is unreasonable for the Contractor.
- 5.2 The Contractor shall review the Change Request from DEKRA and within 10 work days shall provide DEKRA either with an offer, stating the period of the Service, planned deadlines and impact on the remuneration, or shall inform DEKRA that the Change Request is not reasonable or practicable for it. If an extensive review of the Change Request is necessary, the Contractor shall submit a corresponding review offer within the deadline, with information about the remuneration for this.
- 5.3 Accepted Change Requests must be documented by an amendment to the contract.

6. REMUNERATION AND PAYMENT CONDITIONS

- 6.1 Remuneration at cost shall be payable after receipt of an auditable invoice and proof of performance signed by the Contractor and by DEKRA. The Contractor shall only issue invoices in accordance with any existing additional requirements and shall use the tools provided by DEKRA for invoicing and the provision of proof of performance.

- 6.2 Unless agreed otherwise, the Contractor shall create invoices monthly in arrears. Unless agreed otherwise, a fixed price is payable after complete provision of the Services and, if applicable, a successful acceptance according to s. 7 of this GPC-IT.
- 6.3 The Contractor shall immediately inform DEKRA in writing as soon as it becomes clear to it that the estimated costs related to costs-based remuneration are expected to be exceeded. DEKRA shall inform the Contractor in writing as to whether it consents to this exceedance.
- 6.4 If the Parties have agreed remuneration at cost with an upper limit, the Contractor shall also be required to provide the Services in full if this limit is reached. If remuneration at cost is agreed without an upper limit, an upper limit for the remuneration of 110 % of the agreed cost shall apply, with a simultaneous requirement on the Contractor to provide the Services in full. The term Services refers to all contractual work and Services.
- 6.5 Unless agreed otherwise in the specific case, a person day has 8 hours. Additional or less work shall be taken into account rateably.

Travel and overnight accommodation costs, as well as other incidental costs, are settled with the agreed remuneration and are not reimbursed. Travel time is not work time.

7. ACCEPTANCE AND RELEASE

- 7.1 A formal acceptance must be performed for work performances. Acceptance shall be performed in accordance with the statutory provisions and the conditions below, unless expressly agreed otherwise:
- 7.1.1 Defects identified during acceptance shall be divided into the following error classes:
- (a) Error class 1: The defect leads to the work result or an important part thereof not being usable for DEKRA
 - (b) Error class 2: The defect causes considerable restrictions to important functions
 - (c) Error class 3: Other defect
- 7.1.2 DEKRA is only required to declare acceptance if the Service has been provided in full and in accordance with the contract. For this, DEKRA shall provide a testing period of at least 10 work days from receipt of the contractual work.

- 7.1.3 If there are defects that prevent acceptance and DEKRA therefore refuses acceptance, the acceptance review shall be repeated as soon as the Contractor submits the work result for acceptance again after correcting the defect.
 - 7.1.4 If the Contractor misses agreed deadlines and periods when correcting defects, the Contractor shall be in default.
 - 7.1.5 A work result to be accepted is deemed to have been accepted as soon as DEKRA uses the Service productively for more than 12 weeks without interruption, without reporting any defects to the Contractor and the Contractor has asked DEKRA to perform acceptance, stating a reasonable deadline.
 - 7.1.6 Partial acceptances are excluded. Confirmation of parts of the Service are neither acceptance nor partial acceptance.
- 7.2 Insofar as the Parties have agreed a release or similar as part of the provision of Services, the conditions regarding acceptance shall apply correspondingly.

8. GUARANTEE AND LIABILITY

- 8.1 The statutory provisions, any agreed conditions relating to the breach of Service levels, and the conditions of this GPC-IT, including those of GPC-IT DWL, shall apply without restriction to the rights and claims of DEKRA in the case of material or legal defects relating to the Service and in the case of other breaches of duty by the Contractor.
- 8.2 **Service-contract Services.** In the case of Services, the Contractor owes the best possible expert execution. If Services are not provided correctly, the Contractor has a right of supplemental performance and DEKRA is entitled to supplement performance. If the provided Service is not in accordance with the contract, the Contractor is not entitled to the agreed remuneration or only to reduced remuneration if DEKRA is entitled to a claim for compensation as a result.
- 8.3 **Supplementary performance.** The Contractor shall immediately correct defects within the guarantee, taking into account the interests of DEKRA.
- 8.4 As a short-term measure, a replacement solution or work-around can be provided as a temporary correction or avoidance of the effects of a defect. However, this does not represent a final remedy.
- 8.5 **Legal defects.** If third parties assert claims against DEKRA for breach of commercial property rights or copyrights (hereinafter: "**third-party rights**") through the use of the Services and work results, and if their use is impaired or prevented as a result, the Contractor shall be liable as follows:

- 8.5.1 The Contractor shall choose at its own cost either to procure the required rights of use or shall change or replace the agreed Services and work results so that they no longer breach the third-party rights but still correspond to the agreed Service or work results. If this is not possible for the Contractor, upon request from DEKRA it shall collect the Services and work results and refund the remuneration paid, minus an amount that takes into account the time of use.
- 8.5.2 In addition, the Contractor shall indemnify DEKRA from all third-party claims and asserted claims by third parties due to the breach of third-party rights.
- 8.5.3 Prerequisites for the Contractor's liability are that
- (a) DEKRA shall inform the Contractor of third-party claims
 - (b) The claimed breach of third-party rights is not acknowledged, and
 - (c) Any dispute, including any out-of-court settlements, shall be the responsibility of the Contractor or shall only be managed in cooperation with the Contractor.
- 8.5.4 Court and legal costs incurred by DEKRA as a result of the legal defense shall be charged to the Contractor.
- 8.5.5 If DEKRA itself is responsible for the breach of property rights, claims against the Contractor are ruled out.

9. TERMINATION AND CALL ORDERS

- 9.1 DEKRA can terminate each Service contract ordinarily with 2 weeks' notice.
- 9.2 Unless agreed otherwise by the parties in the specific case, personnel resource provided by the Contractor shall not establish a duty of purchase for DEKRA. This shall also apply if delivery quotas or similar are envisaged in the contracts.
- 9.3 DEKRA's additional statutory and contractual rights of termination and withdrawal shall remain unaffected hereby. The parties' right of termination for good reason shall also remain unaffected.