Purchasing Terms and Conditions of AUDI AG for Services in the Field

of Information Technology (IT) and/or Electronic Information and Communication (TC)

I.	General Part

1. Scope and Systematics of IT-PT&Cs

1.1. These IT-PT&Cs apply to CONTRACTS for services in the field of Information Technology (IT) and/or Electronic Information and Communication (TC).

1.2. The provisions of the Special Part (Part II) take precedence over the provisions of the General Part (Part I) with respect to the following CONTRACTUAL SERVICES:
- Provision of STANDARD SOFTWARE (sections 44 and 45)
- Provision of INDIVIDUAL SOFTWARE (sections 46 and 47)
- Provision of hardware (section 48)
- CLOUD SERVICES (sections 49 and 50)
- DEVELOPMENT SERVICES (sections 51 to 53)
- AGILE DEVELOPMENT SERVICES (section 55)
- MAINTENANCE AND SUPPORT SERVICES (section 57)
- TC SERVICES (section 58)

1.3. The IT-PT&CS also apply to all future CONTRACTS concluded with companies and legal entities under public law.

1.4. The CONTRACTOR shall grant the same prices and conditions agreed with one company of the VOLKSWAGEN GROUP to every other company of the VOLKSWAGEN GROUP for the same or comparable CONTRACTUAL SERVICES, unless significant changes have occurred that justify an adjustment of the prices and/or conditions.

1.5. Contradictory or deviating terms and conditions of the CONTRACTOR, in particular also click-wrap and shrink-wrap licenses, shall only be binding for the PRINCIPAL if the PRINCIPAL has expressly accepted these in WRITTEN FORM.

1.6. Should the PRINCIPAL accept license terms/terms of use of the CONTRACTOR or third parties, only those provisions which regulate the type and scope of the rights of use shall apply. No other provisions shall apply, in particular with regard to warranty, liability, applicable law and/or place of jurisdiction.

1.7. Terms written in SMALL CAPS are defined in Part III.

2. Contractual Basis

2.1 The contractual bases are in the following order of precedence, whereby in the event of contradictions the former provision takes precedence over the latter and gaps in the former provisions are filled by the latter provisions
- the negotiation protocol (where existing);
- the Special Part of these IT-PT&Cs to the extent its provisions are applicable to the CONTRACTUAL SERVICES;
- the General Part of these IT-PT&Cs;
- the CONTRACT (without the negotiation protocol);
- the confidentiality declaration or agreement;
- where their applicability has been agreed, the AUDI AG General Purchasing Conditions or other terms and conditions of AUDI AG such as the Terms and Conditions for the Purchase of Production Materials in its latest valid version respectively;
- the commercial and technical contents of the CONTRACTOR's offer.

2.2 Components of the CONTRACT are (where existing):
- the negotiation protocol,
- the order,
- the documents regarding FREE AND OPEN SOURCE SOFTWARE (FOSS),
- the PRINCIPAL´s specifications sheet,
- the PRINCIPAL´s technical, commercial and/or legal tender documentation,
- the request for quotation.

2.3 Additional provisions applicable within the scope of the CONTRACT, such as (quality) standards, working methods, information security specifications and other norms can be retrieved and saved from the Internet at www.vwgroupsupply.com.

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3. Contractual Services

3.1. The Contractor shall provide the Contractual Services in the agreed or generally accepted standard quality and according to the current state of the art and shall continually check and document this.

3.2. The Contractor shall check software using an up-to-date anti-virus program before providing it to the Principal and shall ensure that software does not contain malware (software with malicious functions), computer viruses or, worms, Trojan horses or similar. The Contractor shall use up-to-date software security tests before providing it to the Principal to ensure that software does not contain critical vulnerabilities that could damage the integrity and confidentiality of the Principal's systems and data or those of connected third parties and shall prove this to the Principal e.g. by submitting certificates.

3.3. Contractual Services must not contain functions that enable collection, transfer, storage or other form of Processing of Principal Data by the Contractor or by third parties, unless this has been expressly agreed upon in the Contract.

3.4. Where add-on software (e.g. Software Development Kit) enables or facilitates the contractual or intended use of the Contractual Services, the Contractor shall offer the Principal such software under the conditions usually agreed with other customers. To this add-on software, these IT-Pt&Cs shall apply exclusively. Should the Principal, in regard to the add-on software by way of exception, expressly confirm the applicability of license terms/terms of use, section 1.6 applies accordingly.

3.5. Should the Contractor require access to the Principal's systems to provide the Contractual Services, this can only be done using the Principal's technology and requires the Principal's prior explicit consent in Text Form. Any costs incurred for usage shall be borne by the Contractor.

3.6. Contractual Services provided on the Principal's premises or sites shall be provided by the Contractor as an independent and autonomous service of the Contractor, in compliance with the technical and organizational requirements of the Principal under the supervision and sole authority of the responsible employees nominated by the Contractor.

3.7. The Principal is only obligated to provide resources (hardware, software, premises etc.) if this has been explicitly agreed in Written Form. The use of the premises, grounds or other facilities of the Principal – especially for operation of systems – by the Contractor requires a special user agreement in Written Form with the Principal, in which the permitted period of use and usage fees to be paid by the Contractor are defined. An obligation on the part of the Principal to provide resources does not arise from the fact alone that Contractual Services are provided on the premises or sites of the Principal. Resources provided by the Principal may be used by the Contractor and its employees and/or subcontractors exclusively for the purpose of fulfilling the Contractual Services. Passwords must not be saved or passed on to others and must be changed at the latest after ninety (90) days in each case.

3.8. If information or documents supplied by the Principal that are required for provision of services by the Contractor are incomplete or inaccurate in the view of the Contractor, the Contractor shall inform the Principal thereof in Text Form without undue delay.

4. Free and Open Source Software (Foss)

4.1. Free and Open Source Software (Foss) may only be included in the Deliverables if the Principal agrees to this in Written Form in advance. This shall also apply if the respective Foss license terms expressly permit the planned use of the Foss in the Deliverables.

4.2. If the Contractor intends to use Foss in the Deliverables, it is an essential contractual obligation of the Contractor to provide the Principal within the framework of the Principal's process set up and using the therefore intended standard documents and tools,

    (i) with complete and accurate information about the specific Foss, including the exact name and version, all associated license and usage terms, the source of supply, and copyright or author attributions

    (ii) with the reason for the use of the Foss and

    (iii) with a confirmation that if multiple Foss components/licenses are present, a compatibility check has been successfully executed in order to ensure the Principal a license-compliant usage of the Foss in the Deliverables

4.3. If the use of the Foss in the Deliverables has been approved by the Principal, this approval applies, in case of doubt, only to the specific progress status of the Deliverables and must be reapplied for in advance in the

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case of the provision of new progress updates, versions, updates, upgrades or other deliveries and services.

4.4. In the case of use of FOSS, the CONTRACTOR shall ensure that they are used in such a way that the DELIVERABLES and/or software or systems intended for the PRINCIPAL's use are not encumbered by third-party rights or other obligations, in particular not by a COPYLEFT EFFECT. Furthermore, usage is only permitted if there is no conflict with any digital signature in use or the authenticated vehicle programming procedure of the PRINCIPAL and that authentication information, cryptographic keys or other information relating to the software used in the vehicle remain unaffected and, in particular, do not have to be released to third parties.

4.5. If subcontractors are involved, they shall be obligated in accordance with this section 4.

4.6. If the CONTRACTOR breaches any of the obligations set out in this section 4 or violates the provisions of the license and terms of use of the FOSS being used, the CONTRACTOR shall indemnify the PRINCIPAL and its affiliated companies against any claims, damages, losses or costs caused thereby and shall defend them against claims of third parties upon request by the PRINCIPAL. A breach of this section 4 constitutes a material breach of CONTRACT.

4.7. The provisions of this section 4 shall apply mutatis mutandis to the use of so-called open content, i.e. content such as databases, fonts, media and photographs that can regularly be obtained free of charge but are subject to compliance with specific license terms.

4.8. Insofar as this is required under the respective license terms of the FREE AND OPEN SOURCE SOFTWARE, the CONTRACTOR shall assume the main contractual obligation regarding the surrender of the source code of the FREE AND OPEN SOURCE SOFTWARE and the respective modifications to the PRINCIPAL upon delivery of the DELIVERABLES at the latest.

5. Contract Conclusion, Orders, Changes to Contractual Services

5.1 A CONTRACT with the PRINCIPAL shall only be concluded by written confirmation from the PRINCIPAL (order, written call-off based on a framework purchase order or signature of a CONTRACT). PRINCIPAL orders, call-offs based on framework purchase orders or the signed CONTRACT and, if applicable, documents of the PRINCIPAL's technical, commercial and/or legal tender as well as, if applicable, request for quotation from the PRINCIPAL or the PRINCIPAL requirements specifications shall be solely decisive for the content and scope of the CONTRACTUAL SERVICES, unless expressly agreed otherwise in writing.

5.2 Any changes to CONTRACTUAL SERVICES require explicit agreement in WRITTEN FORM.

5.3 The CONTRACTOR may demand higher remuneration owing to the change to CONTRACTUAL SERVICES only if an increase in remuneration is explicitly agreed with the change to the CONTRACTUAL SERVICES.

5.4 Any change in execution periods in relation to the change to CONTRACTUAL SERVICES must be agreed explicitly in WRITTEN FORM.

6. Delivery and/or Execution Deadlines, Default Consequences

6.1 Agreed delivery and/or execution deadlines are binding. If any circumstances arise preventing the delivery and/or execution deadlines from being met, the CONTRACTOR shall notify the PRINCIPAL immediately in TEXT FORM. Any delay to delivery and/or execution deadlines shall only take effect following agreement with the PRINCIPAL in WRITTEN FORM.

6.2 For each case in which the CONTRACTOR is responsible for exceeding delivery and/or execution deadlines, a contractual penalty of 0.3% of the agreed net remuneration per deadline-exceeding working day shall be due for payment, provided that the contractual penalty does in its sum not exceed 5% of the agreed net remuneration; in the event that interim deadlines are exceeded, the percentages shall only relate to the net remuneration payable for the CONTRACTUAL SERVICES to be provided up to the interim deadline. If the limitation period has not expired, the contractual penalty can be claimed by the PRINCIPAL until the final payment is due.

6.3 If the CONTRACTOR defaults, the PRINCIPAL shall - in addition to the contractual penalty as set out in section 6.2 - be entitled to the statutory rights and claims. The contractual penalty shall be deducted from claims for damages due to default.

7. Impediments to the Provision of CONTRACTUAL SERVICES

If the CONTRACTOR considers itself to be unable for any reason to provide the CONTRACTUAL SERVICES or if it has reason to believe that it could be unable to do so, the CONTRACTOR shall notify the PRINCIPAL of this immediately in TEXT FORM and agree appropriate countermeasures with the PRINCIPAL.

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8. Ownership

The Contractor shall grant the Principal ownership of physical Deliverables to be transferred permanently to the Principal upon their creation and in their respective Processing status. The Contractor is obliged to transfer ownership of the Deliverables to the Principal free from third-party rights.

9. Rights of Use, Patent Applications and Rights to Principal Data

9.1 The Contractor grants the Principal exclusive, transferable, irrevocable and sub-licensable rights to use the Deliverables unlimited in time, territory and content in any type of use, including the right to edit, translate, duplicate, distribute broadcast and make available to the public.

9.2 The Contractor shall acquire the rights of use/licenses from the respective license holders at own expense as required for the contractual or intended use of the Contractual Services; this shall apply in particular to the acquisition of rights of use/licenses to standard essential patents (SEP).

9.3 The Contractor shall notify the Principal of any Deliverables eligible for protection under copyright or patent that arise in the provision of the Contractual Services. In the case of inventions, the Principal shall check without undue delay if it is interested in registering the invention and shall inform the Contractor at the latest within six (6) weeks following the notification if it intends to register the invention. If this is the case, the Contractor shall do everything and omit nothing to enable the Principal to protect the invention and to make the appropriate patent applications in the name of the Principal. In this case, the Principal is obliged to assume all rights and obligations relating to the claiming of the invention as well as the resulting costs. If the Principal does not claim the invention in good time, it shall receive a free-of-charge, non-exclusive, nontransferable right of use which is unlimited in time, territory and content to the Deliverable that is eligible for protection under patent.

9.4 The Principal reserves all rights, especially ownership and copyrights, to the technical specifications, figures, drawings, calculations, samples and other documents made available to the Contractor by the Principal; these may not be made available to third parties without the explicit consent of the Principal in Written Form. Such documents and information shall be used exclusively for the provision of the Contractual Services and shall be returned unprompted to the Principal following completion of the Contractual Services; any copies shall be destroyed or deleted.

9.5 In relation to the Contractor, the Principal shall be entitled to all Principal Data as a marketable asset in the sense that exclusive commercial rights of exploitation and disposal of that asset are assigned to the Principal. The Principal is in particular entitled, at its own discretion, to use the Principal Data, in particular to reproduce, process, transfer to third parties or exploit Principal Data, provided this is not prohibited by any mandatory legal provisions. The Contractor shall not claim ownership of or any other rights to this data and shall not use the Principal Data in particular for big data purposes, such as for collecting data, creating databases or conducting data analyses.. The Contractor shall be entitled to use the Principal Data insofar as this is necessary for the performance of the Contractual Services.

9.6 The Principal carries out necessary Security Test Measures due to fulfill legal requirements, general IT security standards and/or due to the recognized state of the art. The Contractor grants the Principal – to the extent necessary to carry out the Security Test Measures – the right, free-of-charge, to test, examine and edit the Contractual Services, especially to remove, cancel or avoid program protection measures. The Contractor shall obtain all necessary consents of third parties (especially its suppliers) whose rights could be violated by Security Test Measures. The information obtained through Security Test Measures shall be used exclusively for purposes of IT, product and data security. In all other respects, modifications, translations and de-compilations may only be carried out to the extent necessary for the intended use of the Contractual Services, including correction of errors as well as for establishing interoperability with other systems and programs used by the Principal.

9.7 All rights within the meaning of this section 9 and other rights granted within these It-Pt&Cs can be exercised by third parties engaged by the Principal, provided the rights are only exercised for the purpose of fulfilling the Principal's engagement. The Principal can in particular engage third parties for performing Security Test Measures; such third parties include, in particular, IT security companies, IT security experts, provider of platforms or initiatives to identify security vulnerabilities (Bug Bounty Programs) and/or participants of Bug Bounty Programs.

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10. Place of Performance, Transfer of Risk

10.1. The place of performance for all CONTRACTUAL SERVICES is the PRINCIPAL's operation site for which the CONTRACTUAL SERVICES are intended. If no such place has been specified, the place of performance shall be 85045 Ingolstadt. If the CONTRACTOR makes software available to the PRINCIPAL for downloading, its obligation is not fulfilled until the software has been successfully downloaded.

10.2. The risk of accidental destruction or accidental deterioration of the DELIVERABLES shall only transfer on handover or acceptance at the place of destination specified by the PRINCIPAL; for partial supplies of goods and services, this shall only occur when the CONTRACTUAL SERVICES have been conducted in full.

11. Acceptance

11.1. Is subject of the CONTRACTUAL SERVICES the creation of a work or result or is acceptance of the CONTRACTUAL SERVICES agreed, the CONTRACTUAL SERVICES are subject to formal acceptance which must be declared by the PRINCIPAL in WRITTEN FORM. The CONTRACTOR may only request partial acceptances insofar as these have been agreed in WRITTEN FORM.

11.2. The CONTRACTOR can only precipitate notional acceptance, if (i) either the parties agree on the completion of the CONTRACTUAL SERVICES or the CONTRACTOR may - in good faith and taking the circumstances of the individual case into account - well suppose that the PRINCIPAL assumes finalization of the CONTRACTUAL SERVICES, (ii) the CONTRACTOR has requested the PRINCIPAL in TEXT FORM to set a deadline of at least four (4) weeks for acceptance and (iii) the CONTRACTOR has informed the PRINCIPAL with the request for acceptance of the consequences of not declaring acceptance or refusing acceptance without identifying defects.

12. Handover

If the CONTRACTUAL SERVICES are services performed under a sales CONTRACT and/or if handover is agreed, the CONTRACTOR reports the handover of the CONTRACTUAL SERVICES at least ten (10) working days prior to the intended handover in TEXT FORM and agrees the handover location and time with the PRINCIPAL.

13. Duty of Examination, Notification of Defects

To the extent that the PRINCIPAL has a legal obligation to inspect for and notify of defects, such notice is timely if given within two (2) weeks of delivery/handover in the case of manifest defects and within two (2) weeks of discovery in the case of other defects.

14. Remuneration

14.1. The remuneration stated in the CONTRACT is binding. The prices apply to deliveries free of charge to the delivery address, including packaging, unless expressly agreed otherwise in WRITTEN FORM. All CONTRACTUAL SERVICES are deemed settled by the remuneration indicated in the CONTRACT.

14.2. If remuneration based on time required is agreed in the CONTRACT, the CONTRACTOR performs its proof of performance by means of time sheets; a sample time sheet indicating the required details can be found on www.vwgroupsupply.com.

14.3. If the CONTRACTUAL SERVICES include various types of services (various services/work and/or the granting/provision of licenses/rights (of use) and/or deliveries), the total remuneration shall be apportioned. It must be stated which amount of the remuneration is paid for the respective services/work and which amount for the granting/provision of licenses/rights (of use) (with regard to the licenses/rights (of use), it must be stated whether the rights already existed prior to the start of the contractual relationship based on an individual order or call-off on the basis of a framework order or an individual contract, or will arise later and whether copyrights or other rights are involved). The specific apportionment of the remuneration shall be agreed between the CONTRACTOR and the PRINCIPAL in writing and in the individual order/call-off on the basis of a framework order/individual contract indicated. In the invoice, the CONTRACTOR shall separately indicate the various types of CONTRACTUAL SERVICES and the respective remuneration attributable to them.

14.4. In addition, the provisions in section 17 shall apply.

15. Additional Remuneration for Covering/Reimbursing the Contractor's Travel and Accommodation Expenses

If and insofar as the respective CONTRACT explicitly provides for this, the PRINCIPAL will pay the CONTRACTOR remuneration to cover/reimburse the travel and accommodation expenses actually incurred by the CONTRACTOR, provided that the PRINCIPAL has approved in advance the relevant business trip and the costs incurred in WRITTEN FORM, following receipt of a proper invoice by the CONTRACTOR and against proof through the submission of copies of the incoming invoices that the CONTRACTOR has received.

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The CONTRACTOR shall check the content and correctness of invoices issued to it by third parties. If the CONTRACTOR is able to claim VAT on third-party services in its own name as input tax or by way of a VAT refund procedure under the respective national tax regulations, the PRINCIPAL shall pay remuneration amounting to the net amount of the costs.

If the CONTRACTOR is unable to claim VAT on third-party services in its own name as input tax or by way of a VAT refund procedure, the PRINCIPAL shall pay remuneration amounting to the gross amount of the costs. In such case, the CONTRACTOR shall state in writing why it is unable to claim VAT.

The amount of the additional remuneration shall thus be equivalent to the amount of the reimbursable costs described herein. The CONTRACTOR shall state a net remuneration to the amount of the reimbursable costs for this part of the remuneration in its invoice.

16. Invoicing

16.1. Invoices are generally issued in electronic form via www.vwgroupsupply.com.

16.2. In justified exceptional cases and after coordination with the accounts payable department of AUDI AG (accounting-services@audi.de), the CONTRACTOR shall send its invoice in another electronic form or in paper form.

16.3. The CONTRACTOR shall submit proper invoices to the PRINCIPAL in accordance with the applicable VAT law.

16.4. If the CONTRACTUAL SERVICES include various types of service (see section 14.3), the CONTRACTOR shall accordingly indicate the various CONTRACTUAL SERVICES as well as the respective remuneration attributable to them separately in the invoice.

16.5. Invoices shall be submitted to the PRINCIPAL in an auditable format stating the supplier number, order number, call-off number, contract number or contract designation and date, the account assignment and the name of the purchaser. All necessary invoicing documents shall be enclosed.

16.6. The PRINCIPAL will make accounting documents available to the CONTRACTOR in the form of credit notes, debit notes as well as payment notices, in electronic format as a download at www.vwgroupsupply.com or in paper form.

17. Taxes

17.1. <u>VAT and other taxes</u>:

Remuneration is always understood as not including VAT (i.e. value added tax in the meaning of Directive 2006/112/EC of the Council of the European Union of 28 November 2006 on the common system of value added tax as amended and, insofar as explicitly mentioned in the CONTRACT, comparable taxes of other countries), but including any other foreign taxes that may apply (e.g. corporate tax, etc.) and including any applicable withholding taxes. Any applicable statutory VAT payable on CONTRACTUAL SERVICES provided by the CONTRACTOR to the PRINCIPAL shall be indicated separately and, insofar as explicitly agreed in the CONTRACT, additionally paid. No deviating provisions (e.g. in offers or negotiation protocols) shall apply.

17.2. If the CONTRACTOR is tax resident outside of Germany, the following applies regarding <u>withholding tax</u>:

The remuneration amounts specified in the CONTRACT are understood as including any withholding taxes payable in Germany. No deviating provisions (e.g. in offers or negotiation protocols) shall apply.

Insofar as the remunerations are subject to German withholding tax pursuant to section 50a of the German Income Tax Act (EStG), (e.g. remunerations for the granting of rights), the remuneration debtor (here: the PRINCIPAL) shall generally be obliged, at the time of payment of the remunerations to the remuneration creditor (here: the CONTRACTOR) (or in the case of their offsetting against counterclaims), to deduct the tax in accordance with section 50a of the German Tax Act (EStG) (currently 15%) and deduct the solidarity surcharge (currently 5.5% of this withholding tax amount).

The assessment basis for the withholding tax deduction is the relevant remuneration for the particular CONTRACTUAL SERVICE excluding VAT. If no allocation of the remuneration to the respective CONTRACTUAL SERVICES has been agreed and a total remuneration is paid, the withholding tax is deducted from the total amount of the remuneration.

The PRINCIPAL will deduct this tax from the remuneration paid to the remuneration creditor residing outside of Germany and remit it the responsible German Federal Central Tax Office in Bonn on behalf and for the account of the remuneration creditor.

The PRINCIPAL will issue a withholding tax certificate for the taxes paid and forward this to the remuneration

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In the event of doubts on the part of the PRINCIPAL regarding the withholding tax assessment for certain service components of the CONTRACTOR and/or certain remuneration components, the PRINCIPAL shall be entitled, at its reasonable discretion, to deduct the withholding tax in accordance with the legal provisions and the provisions outlined above.

If a double taxation agreement exists between the Federal Republic of Germany and the country in which the remuneration creditor is tax resident, a reduction of the tax deduction – depending on the provisions of the relevant double taxation agreement – may apply if the PRINCIPAL receives a valid withholding tax exemption certificate from the German Federal Central Tax Office (BZSt) before the payment (or set-off) is made. If certain service components may be subject to German withholding tax, the CONTRACTOR shall promptly apply for a withholding tax exemption/reduction with the Federal Central Tax Office. From the time the PRINCIPAL receives this valid withholding tax exemption certificate, the relevant remunerations will be paid (or set-off) in full without any tax deduction, or partly reduced with reduced tax deduction (depending on the content/scope of the withholding tax exemption certificate).

Until receipt of the withholding tax exemption certificate, the PRINCIPAL is entitled and obligated to deduct German withholding tax plus the solidarity surcharge on the aforementioned remunerations in accordance with the statutory provisions.

The remuneration creditor should, if necessary, seek advice from its tax consultant when applying for the withholding tax exemption certificate.

17.3. The CONTRACTOR is itself responsible at its own expense for its tax registration obligations, the submission of its tax returns/declarations and its tax payment obligations arising from this CONTRACT. The CONTRACTOR is not entitled to assert any claims against the PRINCIPAL in this regard.

17.4. With respect to its remunerations and services to third parties, the CONTRACTOR is itself responsible at its own expense for the proper registration and payment of any withholding taxes payable for the third parties. The CONTRACTOR and third parties are not entitled to assert any claims against the PRINCIPAL in this regard.

17.5. In the event of a change in the tax law/regulations, the respective applicable law/regulations shall apply.

17.6. The CONTRACTOR shall notify the PRINCIPAL promptly in writing of any tax-relevant changes (e.g. change of trade name without change of legal form, new address, change of tax residency and/or tax registration, change of legal form).

18. Terms/Modalities of Payment, Delay in Payment

18.1. The remuneration shall be due for payment within thirty (30) days after receipt of an invoice from the CONTRACTOR separately stating the statutory VAT, if any, at the responsible office specified in section 16, unless a longer payment period has been agreed in the CONTRACT. However, payment shall only become due when the CONTRACTOR has performed the CONTRACTUAL SERVICES in full and the PRINCIPAL has accepted them or they have been handed over to the PRINCIPAL in full.

18.2. Any withholding taxes within the meaning of section 17.2 of the IT-PT&Cs that are deducted shall not constitute a delay in payment pursuant to section 18 of the IT-PT&Cs.

18.3. In the event of delay in payment, the CONTRACTOR may demand interest on arrears in the amount of 5 percentage points above the base interest rate of the European Central Bank p.a. as well as compensation for any damages in excess thereof, if applicable. The PRINCIPAL is at liberty to prove that the damage did not occur or occurred only to a lesser extent. The PRINCIPAL shall only be in delay of payment after exceeding the due date and receipt of a reminder in WRITTEN FORM by the CONTRACTOR.

18.4. The CONTRACTOR shall only have a right of retention to the CONTRACTUAL SERVICES due to the PRINCIPAL's delay in payment if the PRINCIPAL is in delay with a not insignificant amount and has not paid despite threat of assertion of the right of retention, reminder and settlement (in WRITTEN FORM in each case) of an appropriate payment deadline of at least four (4) weeks.

18.5. The PRINCIPAL shall be entitled to rights of set-off and retention to the extent provided by law.

18.6. Payment by the PRINCIPAL to the CONTRACTOR shall be via transfer to a bank account, the registered owner of which is the CONTRACTOR.

19. Claims for Defects, Warranty

19.1. In the case of defects within the meaning of sections 434 f. of the German Civil Code (BGB) in the CONTRACTUAL

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Services, the Principal may set a reasonable deadline for substitute performance by the Contractor, within which it shall, at the Principal's discretion, either remedy the defect or render new Contractual Services. All costs arising in connection with the substitute performance shall be borne by the Contractor. If the Contractor fails to comply with the request for substitute performance or does not do so within the set deadline or if the substitute performance fails a second time, the Principal is entitled to:

- Remedy the defect itself or have it remedied by a third party and request payment of the related expenses by the Contractor or
- Reduce the agreed remuneration reasonably or
- Withdraw from the Contract and request that any remuneration already paid be returned and
- Request compensation for loss or damage incurred by the Principal owing to the defect as well as reimbursement of expenses incurred by the Principal in reliance on receiving defect-free Contractual Services.

19.2. In the event of partial withdrawal or termination, the Contractor shall receive remuneration only for the Contractual Services accepted as free of defects and not affected by the partial withdrawal or termination, provided that these are economically useful for the Principal. The right to claim damages or reimbursement of expenses shall be reserved.

20. Infringements of Intellectual Property Rights

20.1. In the event of Infringements of Intellectual Property Rights, the Contractor shall make every reasonable effort within the context of substitute performance to ensure compliance with the Contract, in particular through the acquisition of rights. If this does not succeed, the Contractor shall provide the Principal with Contractual Services that are of equal value to the Principal but do not infringe third party rights (workaround solution). The workaround solution shall only be deemed of equal value if it does not restrict or only insignificantly restricts the agreed or intended usability of the Contractual Services for the Principal. The Contractor shall bear the costs of the workaround solution and any required modification of the environment of the Contractual Services, unless the Contractor is not responsible for the violation of third party rights.

20.2. If the Contractor becomes aware of circumstances which could result in an Infringement of Intellectual Property Rights, the Contractor shall inform the Principal immediately and comprehensively in Text Form about this and about any further progress in the matter. This applies especially in the case of existing or threatened judicial or extrajudicial disputes, even if the Contractor is not involved in such disputes.

20.3. In the case of TC Services or if Contractual Services are contractually or properly installed or integrated in production systems, the Contractor shall conduct a research for patents, patent applications and utility models and designs, which could oppose the agreed or intended usage of the Contractual Services. The Contractor shall document the research and provide the Principal with the documentation upon request in Text Form.

20.4. The Contractor shall indemnify the Principal against all third party claims and any related expenses without limitation as a result of Infringements of Intellectual Property Rights, unless the Contractor is not responsible for such infringements, for example because the Infringement of Intellectual Property Rights is based exclusively on usage of the Contractual Services by the Principal that is prohibited by the respective agreed terms of use (e.g. unauthorized integration of software containing third party software).

20.5. In the event that claims are asserted against the Principal due to Infringements of Intellectual Property Rights, the Contractor is obliged to independently conduct the legal defense for the Principal at its own expense. To the extent necessary and at the Contractor's expense, the Principal shall assist the Contractor to a reasonable extent in its defense against third party claims. The Principal is entitled to undertake the legal defense itself, but shall do so in consultation with the Contractor. In this case too, the Contractor shall be obliged to bear the necessary costs.

21. Author's Further Participation

The Contractor shall indemnify the Principal from all claims asserted against the Principal by authors involved in the creation of the Deliverables within the period of limitation for defects in accordance with section 24.1.

22. Rights to Information, Presentation and Inspection

The Contractor is entitled to rights to information, presentation and inspection solely as provided in sections 101 to 101b of the German Copyright Act (UrhG) and only after making an advance payment by the Principal

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in the amount of the reasonable internal and external costs expected to incur and after posting security by the PRINCIPAL in a reasonable amount to cover the risk and potential damages as a result of the measure by depositing money or providing a directly enforceable bank guarantee. Costs within the meaning of this section are in particular expenses for verifying the legality of the requested measure, expenses for the proportionate, in particular data protection and confidentiality compliant planning and design of the requested measure as well as expenses for the implementation of the requested measure including the disadvantages arising from a restriction and/or withdrawal of use due to the requested measure; such costs are reimbursable in accordance with section 101a (5) UrhG. The amount of the advance cost, the amount of a security as well as the location where the information, presentation and inspection shall be performed, is determined by the PRINCIPAL at reasonable discretion. The agreed determination shall be in the form of a declaration to the CONTRACTOR and shall only be binding for the PRINCIPAL if equitable. If equity is not established, then the determination shall be made by a court judgment; the same shall apply if the determination is unreasonably delayed.

23. Liability

The PRINCIPAL may demand compensation from the CONTRACTOR for all damages caused by the CONTRACTOR and/or its organs, employees and other personnel, representatives, agents and other third parties engaged by the CONTRACTOR, provided that such damage is due to the breach of a guarantee or a warranty or a breach of duty by the CONTRACTOR (including but not limited to damage and consequential damage caused by a defect, financial loss and consequential financial loss and expenditure incurred in vain). If the damages are based on a breach of duty, the CONTRACTOR shall not be liable if it can prove that it is not responsible for such breach of duty. In addition, the PRINCIPAL shall be entitled to the statutory claims for damages.

24. Limitation Period

24.1. The limitation period for any claims arising from defects (warranty period) shall be two (2) years in the case of material defects and three (3) years in the case of defects of title; if the statutory limitation period for claims arising from defects is longer, the longer limitation period shall apply instead. For CONTRACTUAL SERVICES subject to acceptance, the limitation period shall commence upon acceptance; for CONTRACTUAL SERVICES subject to handover, it shall commence upon confirmation of handover by the PRINCIPAL; in all other cases, it shall commence in accordance with statutory provisions. This shall also apply to software components delivered to the PRINCIPAL as part of MAINTENANCE AND SUPPORT SERVICES.

24.2. For liability and other claims, the statutory limitation periods apply.

25. Data Protection

25.1. To the extent that the CONTRACTOR processes personal data in the provision of the CONTRACTUAL SERVICES, it shall comply with the applicable data protection regulations. The CONTRACTOR shall process personal data exclusively for the provision of the CONTRACTUAL SERVICES and shall ensure that its employees only have access to the personal data to the extent necessary for this purpose.

25.2. Where PROCESSING of personal data is carried out by the CONTRACTOR on behalf of the PRINCIPAL, a data processing agreement (Data Processing Agreement) must be concluded – before PROCESSING of personal data commences – based on a model agreement to be provided by the PRINCIPAL. In the case of joint responsibility between the contractual parties, the CONTRACTOR undertakes to conclude an agreement with the PRINCIPAL based on a model agreement to be provided by the PRINCIPAL (Joint Controllership Agreement). If personal data is transferred to a third country (outside the EU/EEA) when the CONTRACTOR provides the CONTRACTUAL SERVICES, an adequate level of data protection must be ensured (if necessary by concluding standard contractual clauses for third-country transfers).

25.3. CONTRACTUAL SERVICES must comply with the applicable data protection requirements. In particular, they must be designed, manufactured and configured in accordance with the principles of Privacy by Design (data protection by technology) and Privacy by Default (data protection-friendly default settings). The CONTRACTOR shall ensure and guarantee to the PRINCIPAL that the data protection principles of Article 5 (1) of the General Data Protection Regulation (GDPR) and the data protection requirements of Article 25 GDPR are or can be observed during the development, use, installation and/or resale of any developments.

25.4. Existing standards, methods and best practices are duly taken into account. In particular, data protection requirements specified in the "Controls" document are applied to developments. This document is available

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on the Internet at www.vwgroupsupply.com and can be made available to the CONTRACTOR by the PRINCIPAL upon request. The CONTRACTOR shall document the implementation of these requirements and, if required, make this documentation available to the PRINCIPAL for the purpose of verification (accountability Art. 5 (2) GDPR).

25.5. The CONTRACTOR must provide the PRINCIPAL with sufficient information and, if necessary, configuration options to enable all parties involved in the development to meet their respective data protection obligations (such as accountability, deletion and information obligations) vis-à-vis business partners, authorities and data subjects and to fulfill the data protection claims of the data subjects.

26. Information Security

26.1. CONTRACTUAL SERVICES must provide an information security level consistent with the state of the art as a minimum. The CONTRACTOR shall regularly perform SECURITY TEST MEASURES before and – in the case of CONTINUING OBLIGATIONS – during the provision of CONTRACTUAL SERVICES and shall document the results. If the CONTRACTOR becomes aware of risks to information security, it shall inform the PRINCIPAL thereof in TEXT FORM without undue delay and – in close consultation with the PRINCIPAL and at its own expense – promptly initiate effective countermeasures, which do not restrict the provision of the CONTRACTUAL SERVICES.

26.2. The CONTRACTOR shall consult with the PRINCIPAL before publicly disclosing IT security vulnerabilities, which could affect products and/or services of the PRINCIPAL.

26.3. All precautions and measures in accordance with the current state-of-the-art shall be observed when backing up PRINCIPAL DATA in order to ensure that the data can be archived and restored at all times in compliance with legal requirements and without any risk of loss.

27. Confidentiality

The CONTRACTOR agrees to maintain strict confidentiality regarding the business relationship with the PRINCIPAL as well as all information exchanged in the context of this business relationship. The CONTRACTOR is not entitled to extract any information from, for example and without limitation, the PRINCIPAL's prototypes, models, patterns, vehicles, or components or from its other products or property by surveying, analyzing, deconstructing, or testing (i.e. reverse engineering). The confidentiality obligation continues to apply for a period of five (5) years after the end or completion of the performance of the respective CONTRACT. Otherwise, the provisions of a separate confidentiality obligation or agreement shall apply.

28. Subcontractors

28.1. The transfer of the provision of CONTRACTUAL SERVICES to third parties by the CONTRACTOR requires prior consent by the PRINCIPAL in WRITTEN FORM, which may not be unreasonably withheld. The CONTRACTOR is permitted to involve third parties in the provision of SUPPORT SERVICES if this has been communicated to the PRINCIPAL in advance or if this has been agreed accordingly. The CONTRACTOR must pass on the obligations imposed on it to the engaged third parties in WRITTEN FORM and shall provide proof thereof to the PRINCIPAL on request. The CONTRACTOR is not permitted to transfer the provision of CONTRACTUAL SERVICES to independently employed individuals (freelancers). In any event, the CONTRACTOR shall observe the relevant laws and regulations when using subcontractors, in particular labor and social laws. The CONTRACTOR indemnifies the PRINCIPAL against all claims asserted against it by third parties as a result of the CONTRACTOR failing to comply with these requirements, unless the CONTRACTOR is not responsible for this. Third parties within the meaning of this section especially also include companies affiliated with the CONTRACTOR within the meaning of section 15 et seq. of the German Stock Corporation Act. The CONTRACTOR shall be liable for the actions and omissions of subcontractors as it would be for its own actions or omissions.

28.2. The commissioning of third parties shall be carried out in the CONTRACTOR's own name and for the CONTRACTOR's own account. Any remuneration paid by the CONTRACTOR to third parties for services rendered by third parties shall be fully covered by the agreed remuneration paid by the PRINCIPAL to the CONTRACTOR unless the CONTRACT contains an explicit provision to the contrary. The PRINCIPAL has no obligations toward third parties who have been commissioned by the CONTRACTOR in its own name.

29. Referencing, Advertising

The CONTRACTOR may only refer to the business relationship with the PRINCIPAL in advertising or other documents with the PRINCIPAL's prior consent in WRITTEN FORM. This consent may be revoked by the PRINCIPAL at any time without stating reasons. The same shall apply to the use of trademarks, trade names, and other

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brands of the PRINCIPAL.

30. **Liability Insurance**

The CONTRACTOR undertakes to conclude and maintain liability insurance in an amount appropriate to the risks posed by the respective contractual object and to provide the PRINCIPAL with proof of this on request without undue delay.

31. **Audits**

The CONTRACTOR shall grant the PRINCIPAL the right, subject to prior announcement, to inspect and review all data relating to all business transactions between the PRINCIPAL and CONTRACTOR at the CONTRACTOR's premises as well as to audit information security measures; the PRINCIPAL or third parties engaged by it may enter the CONTRACTOR's premises for this purpose during normal business hours. The cost of such audits shall be borne by the CONTRACTOR if violations of the CONTRACT are discovered, unless such violations are not due to fault on the CONTRACTOR's part.

32. **Change of Control**

If the direct or indirect controlling influence over the CONTRACTOR should change during the term of a CONTRACT, the CONTRACTOR shall notify the PRINCIPAL of this change without undue delay and unprompted in TEXT FORM. If the change is likely to significantly impact the legitimate interests of the PRINCIPAL adversely, the PRINCIPAL is entitled to terminate the CONTRACT for good cause.

33. **Termination**

33.1. The PRINCIPAL is entitled to exercise full legal rights to proper termination.

33.2. Either party may terminate the CONTRACT for good cause. Material grounds for termination shall exist, in particular, if the CONTRACTOR repeatedly fails to provide the CONTRACTUAL SERVICES at the agreed time, in the agreed scope or in the agreed quality and, despite receiving a warning in TEXT FORM with a reasonable deadline, fails to comply with the contractual conditions.

33.3. Any notice of termination must be in WRITTEN FORM.

34. **Migration Support**

34.1. As soon as the CONTRACTOR has provided CONTRACTUAL SERVICES (especially CLOUD SERVICES) for a continuous period of at least six (6) months, the CONTRACTOR shall support the PRINCIPAL to the appropriate extent at any time at the PRINCIPAL's request and subject to separate remuneration at usual market rates, to migrate to a different technical solution or to a different provider, while ensuring uninterrupted availability of the affected services and/or systems (migration support). That does not apply if the performance of migration SUPPORT SERVICES is not reasonable for the CONTRACTOR due to the specific circumstances under which the CONTRACT is terminated.

34.2. Within the scope of migration support the CONTRACTOR shall continue to provide CONTRACTUAL SERVICES affected by the termination at the PRINCIPAL's request and under the previous conditions. If the CONTRACTOR can prove to have higher expenses in providing the CONTRACTUAL SERVICES, the CONTRACTOR may demand an appropriate adjustment of the remuneration.

34.3. Within the scope of migration support, the CONTRACTOR shall offer the PRINCIPAL upon its request and against separate remuneration at usual market rates further migration services, in particular prepare or assist in the preparation of a migration concept with detailed planning of the individual migration steps and offer the PRINCIPAL hardware and software belonging to the infrastructure as well as other objects and rights necessary for the operation of the CONTRACTUAL SERVICES.

35. **Deletion and Handover of Data**

After termination of the CONTRACTUAL SERVICES or at the request of the PRINCIPAL, all PRINCIPAL DATA, especially the PRINCIPAL DATA stored in CLOUD SERVICES, shall be handed over to the PRINCIPAL or to a third party nominated by the PRINCIPAL in the agreed format, or if not agreed, in a common electronic format, insofar as this is permissible under the applicable law or the PRINCIPAL shall be provided with access to the PRINCIPAL DATA in such a way that the PRINCIPAL is able to fully adopt the PRINCIPAL DATA**.** After termination of the CONTRACTUAL SERVICES, the CONTRACTOR must delete the PRINCIPAL DATA. The deletion may only be executed with prior explicit written consent of the PRINCIPAL or after complete handover of the PRINCIPAL DATA and acceptance in accordance with section 11. The CONTRACTOR shall have no right of retention with respect to PRINCIPAL DATA.

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36. **Feedback**

The Principal may voluntarily provide Feedback to the Contractor. With respect to this Feedback, the Contractor receives free of charge a non-exclusive, perpetual, and world-wide right to use the Feedback for purposes of improving the Contractual Services or its own products. In the event the Feedback contains elements that are patentable or otherwise protectable under intellectual property law, the Contractor shall receive no rights to these. The Contractor is not permitted to reveal the source of the Feedback. This section 36 shall be without prejudice to sections 27 and 29. All rights and claims by reason of defects as to quality or as to title regarding the Feedback are excluded unless the Principal has acted fraudulently. The Principal gives no warranty or guarantee with regard to the Feedback and is liable only for its intentional misconduct or gross negligence.

37. **Export Control and Import**

37.1. The Contractor warrants that the supply of goods, software, technology/technical data or services (collectively "items") provided to the Principal does not violate any applicable export control and sanctions regulations and that all required export licenses from the competent authorities have been obtained by it.

37.2. Further, the Contractor warrants that the items transferred, conveyed and/or provided to the Principal are not specifically designed or modified for a (para-)military purpose. Before concluding an agreement on any items with the Principal, the Contractor shall inform the Principal about the EU export control classification number (Annex I to regulation (EU) 2021/821 - as amended) and/or any other applicable national export control classification number. If items are subject to US (re-)export controls (e.g. due to US origin or export controlled US content exceeding applicable "de-minimis" thresholds), the Contractor shall inform the Principal about the applicable US export control classification number (ECCN or EAR99) and in case of encryption products also whether the products are eligible for the License Exception (US authorization exception) "ENC unrestricted" or "ENC restricted".

37.3. The Contractor shall inform the Principal about any changes regarding the export control classification of the items provided to the Principal without any undue delay. All of this information must be provided by the Contractor unrequested and free of charge to the following email address: exportkontrolle@audi.de. If the Principal has provided a questionnaire on export control classification to the Contractor, the answers of the Contractor must be included in this questionnaire. The Contractor warrants that the information on export control classification provided to the Principal is correct, any required determination and clarification with the competent export control authorities have been conducted and applicable reporting and/or notification obligations to competent export control authorities have been met.

37.4. The Contractor warrants that the supply of goods, software, technology/technical data or services provided to the Principal is always under the incoterm DDP. The provision of software from non-EU countries shall always be carried out electronically, insofar as this is technically possible and for reasons of confidentiality. This also applies to the provision of software updates.

38. **Prohibition on Assignment**

38.1. The Contractor may only assign its contractual rights and obligations with the Principal's prior consent in Written Form.

38.2. A Contractor residing outside of Germany shall not assign its claims against the Principal or have them collected by third parties.

38.3. A Contractor residing in Germany shall not assign its claims against the Principal to a third party residing outside of Germany or have them collected by a third party residing outside of Germany. In all other respects, Contractor may not assign its claims against the Principal nor have these collected by a third party without the Principal's prior consent in Written Form, which however shall not be unreasonably withheld. Assignment by the Contractor of its claims against the Principal without the Principal's consent is nonetheless effective; however, the Principal may, at its own discretion, make payment to the Contractor or to the third party with discharging effect.

39. **Compliance and Sustainability**

39.1. The Contractor shall take all necessary and appropriate measures to combat corruption and avoid any other violation of the law, in particular violations of the provisions against antitrust law, competition law, environmental protection law, customs and foreign trade law and of employees' rights. The Contractor shall take

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the appropriate organizational (including, but not limited to, appropriate legal or contractual) measures to prevent its legal representatives, employees, sub-contractors, consultants or other third parties acting on its behalf from becoming liable to prosecution for committing or failing to act in light of, for example, bribery, corruptibility, granting of undue benefits, acceptance of undue benefits, money laundering, fraud or embezzlement.

39.2. In the event of an infringement of these obligations relating to the performance of this CONTRACT, or if sufficient reason exists to suspect such an infringement in relation to this CONTRACT, the CONTRACTOR must inform the PRINCIPAL without undue delay and inform the PRINCIPAL which measures it is taking to remedy such infringement and prevent future violations. If the CONTRACTOR fails to inform the PRINCIPAL without undue delay or to take appropriate remedial measures within 60 days of learning of the situation, the PRINCIPAL shall be entitled to immediately end the entire business relationship by extraordinary termination, if it is unreasonable for the PRINCIPAL to continue with the CONTRACT or the business relationship due to the severity of the breach. It shall be incumbent on the PRINCIPAL to forego such consequences and instead to take alternative measures if the CONTRACTOR credibly assures and can prove that it has immediately initiated countermeasures to prevent future violations of the same nature.

39.3. The CONTRACTOR shall indemnify, defend, and hold the PRINCIPAL, its directors, officers, agents and employees harmless from any and all claims, causes of action, losses, damages, liabilities, costs and expenses, including attorneys' fees, to the extent arising from any breach of the obligations under this section; provided, however, that the CONTRACTOR shall not be obligated to indemnify, defend, or hold harmless the PRINCIPAL to the extent arising from negligent or intentionally wrongful acts of the PRINCIPAL or anyone for whom the PRINCIPAL is responsible.

39.4. If the PRINCIPAL or a public authority requires access to the production process and/or the service provision process and the CONTRACTOR's documents and processes related to an order in order to verify compliance with specific requirements, or on the basis of justified suspicions of a breach of the obligations under this clause, the CONTRACTOR shall allow such an evaluation and/or audit, taking into account data protection concerns and the protection of trade and business secrets, in its division and provide all reasonable support.

39.5. The "Requirements of the Volkswagen Group Regarding Sustainability in its Relationships with Business Partners (Code of Conduct for Business Partners)" will become part of the CONTRACT, in the latest valid version at the time of conclusion of the CONTRACT. The business partner undertakes to comply with it. If the "Requirements of the Volkswagen Group Regarding Sustainability in its Relationships with Business Partners (Code of Conduct for Business Partners)" are not attached to the inquiry or order, they can be obtained from [www.vwgroupsupply.com.](www.vwgroupsupply.com)

40. Support in Evidence Proceedings

The CONTRACTOR shall support the PRINCIPAL to an appropriate extent by securing, compiling and surrendering information and data, insofar as this is necessary within the scope of formal evidence proceedings and is not contrary to compelling reasons of data or information protection.

41. Place of Jurisdiction

The place of jurisdiction shall be the competent court for the PRINCIPAL. In addition, the PRINCIPAL has the right to bring action to any other competent court.

42. Applicable Law

The laws of the Federal Republic of Germany shall apply. The applicability of the provisions of UN sales law (United Nations Convention on CONTRACTs for the International Sale of Goods of April 11, 1980) shall be excluded.

43. Binding Text Version

These IT-PT&Cs are available in the original German version and English language version, whereby the German original version shall prevail in case of contradictions.

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II.	Special Part

The regulations set out below apply to specific CONTRACTUAL SERVICES. Insofar as no special provision is defined in the Special Part the provisions of the General Part shall also apply to these CONTRACTUAL SERVICES.

Provision of STANDARD SOFTWARE

The following applies with respect to the provision of STANDARD SOFTWARE:

44. Contractual Services

44.1. The CONTRACTOR provides STANDARD SOFTWARE together with associated documentation to the PRINCIPAL.

44.2. The documentation is made available to the PRINCIPAL in German (for German-speaking work locations) or in English in printed or digital printable form. The provision of the documentation is a main contractual obligation. The documentation must be sufficient to enable an average user to use the software without the CONTRACTOR's support. Supplied operating manuals shall enable an IT specialist to perform the installation, operation and maintenance of the software.

44.3. The CONTRACTOR shall, upon request, offer the PRINCIPAL MAINTENANCE AND SUPPORT SERVICES at usual market rates.

45. License/Rights of Use

45.1. The CONTRACTOR grants the PRINCIPAL non-exclusive (simple), irrevocable rights of use to the STANDARD SOFTWARE, for its intended use, unlimited in territory or type of use; such rights may be transferred and (also in different levels) sub-licensed within the VOLKSWAGEN GROUP. Unless time-limited transfer of the STANDARD SOFTWARE has been expressly agreed, the rights of use are granted for an unlimited time. The granting of rights of use does not entail a transfer of ownership.

45.2. Restrictions as regards the contents of the PRINCIPAL's rights of use to the STANDARD SOFTWARE, especially in relation to the number of installations or the (named or concurrently accessing) users shall only apply to the direct use of the STANDARD SOFTWARE, but not to the indirect use of the STANDARD SOFTWARE by users who access other systems and/or programs used by the PRINCIPAL, which interoperate with the software.

Provision of INDIVIDUAL SOFTWARE

The following applies with respect to the transfer of INDIVIDUAL SOFTWARE:

46. Contractual Services

46.1. The CONTRACTOR transfers INDIVIDUAL SOFTWARE to the PRINCIPAL in object and source code together with user documentation, programming documentation and the development tools required for PROCESSING the INDIVIDUAL SOFTWARE.

46.2. The CONTRACTOR shall use code scanning tools to document the quality of the INDIVIDUAL SOFTWARE and the current state-of-the-art. The detailed code scanning documentation (result reports of the scans agreed with the PRINCIPAL) is to be handed over with the respective CONTRACTUAL SERVICES.

46.3. The user and programming documentation shall be made available to the PRINCIPAL in German (for German-speaking work locations) or in English in printed or digital printable form. The delivery of the documentation and development tools is a main contractual obligation. The user documentation must be sufficient to allow the average user to use the software without the CONTRACTOR's support. Supplied operating manuals must be sufficient to enable an IT specialist to perform the installation, operation and MAINTENANCE of the software.

46.4. The CONTRACTOR shall, at the request of the PRINCIPAL, offer the PRINCIPAL MAINTENANCE AND SUPPORT SERVICES at usual market rates.

47. Ownership and License/Rights of Use

The CONTRACTOR grants the PRINCIPAL full ownership and title or – if that is not possible under the applicable law – exclusive, transferable, irrevocable, sub-licensable rights of use the INDIVIDUAL SOFTWARE, unlimited in time, territory or content in any type of use, including the right to edit, translate, decompile, otherwise modify, duplicate, distribute, broadcast and make available to the public.

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Provision of hardware

The following applies with respect to the transfer of hardware:

48.   Contractual Services

48.1.   The CONTRACTOR transfers hardware with EMBEDDED SOFTWARE and/or OPERATING SOFTWARE with associated documentation to the PRINCIPAL. Regarding EMBEDDED SOFTWARE and the OPERATING SOFTWARE, sections 44 and 45 apply accordingly; insofar as the EMBEDDED SOFTWARE and/or OPERATING SOFTWARE are INDIVIDUAL SOFTWARE, sections 46 and 47 shall apply instead. These IT-PT&CS apply exclusively to EMBEDDED SOFTWARE and OPERATING SOFTWARE; should the PRINCIPAL confirm its acceptance of license terms or terms of use of the EMBEDDED SOFTWARE and OPERATING SOFTWARE, section 1.6 applies accordingly.

48.2.   An apportionment of the CONTRACTUAL SERVICES in accordance with section 14.3 is mandatory. The CONTRACTOR shall indicate on the invoice whether the software in question is STANDARD or INDIVIDUAL SOFTWARE.

48.3.   Hardware shall be CE-certified and delivered in accordance with the applicable VDE and UVV regulations.

48.4.   Every delivery must be accompanied by a delivery note, which must contain the PRINCIPAL's order information (especially the number and date of the order, cost center).

48.5.   The PRINCIPAL is not obliged to return any packaging to the CONTRACTOR. Upon the PRINCIPAL's request, the CONTRACTOR shall take back the packaging at own expense at the place of performance specified in section 10.1 of these IT-PT&CS.

48.6.   The CONTRACTOR shall, upon request, offer the PRINCIPAL MAINTENANCE AND SUPPORT SERVICES at usual market rates.

CLOUD SERVICES

The following applies with respect to CLOUD SERVICES:

49.   Contractual Services

49.1.   The CONTRACTOR shall provide the PRINCIPAL with the necessary information and tools (e.g. user name, passwords, access codes or access software) required to use the CLOUD SERVICES in good time prior to startup and on request at any time during the CONTRACT period at no cost.

49.2.   The provisions set out in section 4 apply accordingly to CLOUD SERVICES, insofar as the provision of the CONTRACTUAL SERVICES involves (i) FREE AND OPEN SOURCE SOFTWARE or parts thereof being stored on systems and/or in products of the PRINCIPAL or third parties, whereby only temporary storage is sufficient (e.g. loading a copy into the memory), or (ii) a COPYLEFT EFFECT (e.g. with remote access) is triggered.

49.3.   CLOUD SERVICES are subject to approval by the PRINCIPAL in TEXT FORM prior to their startup. Remuneration agreed for the creation shall not be due prior to approval, nor shall the period (rental period) commence.

49.4.   Unless agreed otherwise in the CONTRACT, the availability of the CLOUD SERVICES shall be 99.98% based on the calendar month.

49.5.   The CONTRACTOR shall provide MAINTENANCE SERVICES on an ongoing basis for the CLOUD SERVICES for no additional remuneration and adapt the CLOUD SERVICES to the current state-of-the-art.

49.6.   The CONTRACTOR shall, upon request, offer SUPPORT SERVICES at usual market rates.

49.7.   The CONTRACTOR shall perform or facilitate data backups on a regular basis. The data backups are to be performed or facilitated in reasonable proportion to the risk of loss and damage, but at least on a daily basis. The backup copies shall be handed over at the request of the PRINCIPAL.

49.8.   The CONTRACTOR is not entitled to make changes to the file format of PRINCIPAL DATA without the prior consent of the PRINCIPAL, unless this is absolutely essential in order to provide the CONTRACTUAL SERVICES; the CONTRACTOR must inform the PRINCIPAL thereof without undue delay in TEXT FORM.

49.9.   Before the CONTRACTOR implements changes (e.g. interfaces) to the CLOUD SERVICES that are of relevance to the PRINCIPAL, the CONTRACTOR shall provide the PRINCIPAL in good time with the information in TEXT FORM that is required for uninterrupted continuation of the contractual use of the CLOUD SERVICES.

49.10. In providing the CLOUD SERVICES, the CONTRACTOR shall comply as a minimum with the requirements and standards of the German Federal Office for Information Security's basic IT protection standard (BSI).

49.11. The CONTRACTOR shall only process PRINCIPAL DATA at the contractually agreed locations and shall not change

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the location of Processing without the consent of the Principal in Written Form. This shall also apply to external backup servers as well as the disaster data centers used in the event of failure of applications, software and/or infrastructure or in case of a contractually described emergency.

50. License/Rights of Use

The Contractor grants the Principal non-exclusive (simple), irrevocable rights to properly and contractually use the software provided via the Cloud Services, unlimited in territory or content; such rights can be transferred and (also in different levels) sub-licensed within the Volkswagen Group.

DEVELOPMENT SERVICES

The following applies with respect to Development Services:

51. Contractual Services

51.1. The Contractor shall provide the Development Services properly and in accordance with the state-of-the-art and current programming standards. The Contractor shall comply with the Principal's applicable (quality) standards and working practices as brought to its attention.

51.2. The Contractor shall ensure through careful selection of the employees deployed that they have the personal aptitude and expertise to perform the tasks entrusted to them for the entire duration of the development period in order to provide the Development Services in the agreed quality.

51.3. As a main contractual obligation, the Contractor undertakes to document the Development Services in a technically verifiable manner and, upon request, to inform the Principal about the status of the Development Services in an appropriate level of detail. The Principal can request presentation of work products at any time in draft form and as an interim status without releasing the Contractor from the obligations set out in this section.

51.4. For all information to be exchanged, the Contractor and the Principal shall name contact persons. Consultation discussions shall take place regularly between the contractual parties in relation to the content and implementation of the Development Services and the exchange of all information required to execute the Contract. The contact nominated by the Contractor has final responsibility for planning, coordinating and monitoring the provision of Development Services.

52. Acceptance

52.1. The Contractor notifies the Principal in Text Form that the Development Services are ready for acceptance. The contractual parties then agree on the time and place for acceptance of the Development Services. Unless waived by the Principal in Written Form in individual cases, acceptance testing shall be performed over a period of at least ten (10) consecutive working days under simulated and/or real operating conditions. The Principal shall define precise details and especially the time period for this acceptance testing in consultation with the Contractor. In addition, the Principal can perform the acceptance testing itself, but may also require the Contractor to perform the acceptance testing in the presence of the Principal. The Principal is entitled in this respect to check the fulfillment of the contractual requirements with code scanning tools or to have the Contractor carry out this check. Any defects occurring during acceptance testing will be noted by the Principal.

52.2. If no defects are noted or if the defects noted are insignificant, the Principal declares the acceptance in Written Form within ten (10) working days following receipt of the Development Services in the case of acceptance without an acceptance test and within fifteen (15) working days following conclusion of the acceptance test in the case of acceptance with an acceptance test, unless a longer period has been mutually agreed. Acceptance of partial performances does not restrict the Principal at the time of overall acceptance from asserting rights based on defects in partial performances that have already been accepted, if such defects only become evident through the interaction of system parts.

52.3. The Contractor shall promptly remedy any defects that prevent acceptance and shall resubmit its Development Services for acceptance. The provisions in the above sections shall apply accordingly to such resubmission.

52.4. Payments by the Principal shall not mean that the Contractual Services have been accepted or that acceptance has been waived.

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53.   Ownership and License/Rights of Use

The CONTRACTOR grants the PRINCIPAL full ownership and title or – if that is not possible under the applicable law – exclusive, transferable, irrevocable and sub-licensable rights of use the DEVELOPMENT SERVICES, unlimited in time, territory or content in any type of use, including the right to edit, translate, decompile, otherwise modify, duplicate, distribute, broadcast and make available to the public.

54.   Recission, Termination

The rights of use granted in section 53 as well as the transfer and/or surrender of all work results created to date shall remain unaffected by a rescission or termination. In the event of rescission, the CONTRACTOR is entitled to reasonable remuneration for the usage rights remaining with the PRINCIPAL to DEVELOPMENT SERVICES already created, insofar as the PRINCIPAL does not waive the use of these rights. The same shall apply in the case of termination, insofar as the CONTRACTOR has not yet received a corresponding pro rata remuneration.

AGILE DEVELOPMENT SERVICES

The following applies with respect to AGILE DEVELOPMENT SERVICES:

55.   Contractual Services

The CONTRACTOR shall assume the essential performance obligation to document the DEVELOPMENT SERVICES rendered in a comprehensible technical manner and shall grant the PRINCIPAL access to the current documents describing the development progress at any time within the framework of the selected agile development method.

56.   Acceptance

56.1.   AGILE DEVELOPMENT SERVICES are always subject to an overall acceptance after completion of the project (final acceptance) for which the regulations from section 52 apply accordingly. However, confirmation of parts of the service, concepts, developments, specifications or milestones shall regularly take place within the scope of agile development, to the extent that the relevant service sections are tested and defects are recorded after their completion within the scope of the selected agile development method. This confirmation shall not be deemed to be acceptance or partial acceptance, but shall merely include an approval of the relevant service section, following which the CONTRACTOR shall continue to provide the service to the agreed extent and payment shall be approved.

56.2.   Within the scope of the respective confirmations for individual service sections as well as the final acceptance test, the CONTRACTOR shall prove that the individual service sections as well as the overall performance meet all requirements and acceptance criteria defined in advance for the service section, or the overall performance under similar conditions as in production operation. In particular, the functions that can only be verified by integrating the respective service sections into the current development status or the overall integration of the CONTRACTUAL SERVICES, as well as the performance of the individual service sections and the overall system, shall be tested in this context. Acceptance tests do not constitute productive use of the CONTRACTUAL SERVICES.

56.3.   The remuneration stated in the CONTRACT shall apply as a binding upper remuneration limit.

56.4.   In all other respects, the provisions of sections 52, 53 and 54 for AGILE DEVELOPMENT SERVICES shall apply accordingly, unless otherwise provided in this section.

MAINTENANCE AND SUPPORT

The following applies with respect to MAINTENANCE AND SUPPORT SERVICES:

57.   Contractual Services

57.1.   Within the scope of SUPPORT SERVICES, the CONTRACTOR resolves defects and malfunctions within the agreed time periods, but in any case within an appropriate period with respect to the risks and effects of the defects and malfunctions.

57.2.   Insofar as MAINTENANCE SERVICES have been agreed, the CONTRACTOR shall continue to develop the DELIVERABLES and provide the PRINCIPAL with patches, updates, upgrades and new program versions.

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57.3. Insofar as this relates to patches, updates, upgrades or new program versions of Standard Software, sections 44 and 45 shall apply accordingly, insofar as it relates to Individual Software, sections 46 and 47 shall apply instead.

TC Services

The following applies with respect to TC Services:

58. Contractual Services

58.1. In the context of providing TC Services, the Contractor shall comply with the relevant regulations under telecommunications law and, in particular, shall observe telecommunications secrecy. The Contractor shall commit its employees and vicarious agents deployed in the provision of TC Services to comply with telecommunications secrecy.

58.2. If, from a perspective of telecommunications law, the Principal is deemed to be a telecommunications provider or a responsible party in some other respect, the Contractor shall deliver its TC Services in such a manner that the Principal can fulfill all its obligations under telecommunications law. The Contractor shall, in particular, take account of any notification and emergency call obligations under telecommunications law as well as customer and data protection obligations of the Principal in this respect.

III. Definitions

The terms used in these IT-PT&Cs have the following meaning:

Agile Development Services are Development Services, which are provided by means of an iterative and incremental approach and whose principles are based on the Agile Manifesto.

Cloud Services are Contractual Services, where the Contractor provides various services (e.g. SaaS, PaaS and/or IaaS) via a network environment (e.g. the Internet). SaaS (Software as a Service) refers to Cloud Services where the Contractor provides the Principal with application programs. PaaS (Platform as a Service) refers to Cloud Services where the Contractor provides the Principal with a platform (e.g. a development environment). IaaS (Infrastructure as a Service) refers to Cloud Services where the Contractor provides the Principal with IT resources, such as computing power, storage capacity or communication resources.

Continuing Obligations are Contracts, whose typical Contractual Services are to be provided continuously or recurrently during the Contract period.

Contract denotes (i) a purchase order or framework purchase order issued by the Principal with respect to an offer by the Contractor or with respect to a negotiation protocol, (ii) a call-off order issued by the Principal under a framework purchase, or (iii) an (individual) Contract concluded between the Principal and Contractor.

Contractor denotes the supplier/contractual partner of the Principal.

Contractual Services mean services to be provided by the Contractor under the Contract, including Deliverables.

Copyleft Effect means the legal consequence of the obligation existing in certain Foss licenses (so-called copyleft licenses) to under certain conditions distribute and disclose in source-code form further developments and/or modifications of the Foss as well as, if applicable, other software linked to the Foss under terms of use and license conditions for Foss.

Deliverables are all physical or intangible goods, which the Contractor transfers to the Principal for an unlimited or a limited period of time as well as all work products which are the subject or result of Contractual Services; including software, hardware, know-how, data carriers, training and other documents, documentation, information, materials and other contents (e.g. graphics, films, photographs), concepts and access numbers, domains, sub-domains, phone numbers, other identification numbers and tokens that the Contractor creates or registers for the Principal or transfers to the Principal as part of the provision of Contractual Services.

Development Services are Contractual Services, where the Contractor is obliged to develop certain Deliverables (e.g. software, services and app development, customizing). Deliverables of Development Services are generally Individual Software, unless agreed otherwise contractually.

Embedded Software is software that is integrated in hardware. Embedded software can be Standard Software or Individual Software.

Feedback refers to voluntary suggestions, comments, or proposals that are conveyed by the Principal during the

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term of the CONTRACT and pertain to a possible development, modification, correction, improvement, or expansion of the CONTRACTUAL SERVICES, to the extent these are not DELIVERABLES.

FREE AND OPEN SOURCE SOFTWARE (FOSS) is software that is licensed by the respective rights holders to anyone for comprehensive use, i.e. also for the purpose of editing and forwarding (also in edited form), free of license fees and whose source code is available in compliance with the appropriate license requirements (e.g. provision of license information, disclosure of modifications, co-delivery of source code, etc.).

IT-PT&CS are these IT Purchasing Terms and Conditions (IT-PT&CS) of AUDI AG for services in the field of information technology (IT) and/or electronic information and communication (TC).

INDIVIDUAL SOFTWARE is software which has been programmed or developed specially for the PRINCIPAL or for companies of the VOLKSWAGEN GROUP. INDIVIDUAL SOFTWARE also includes software components of STANDARD SOFTWARE, which were programmed or developed for the PRINCIPAL or for companies in the VOLKSWAGEN GROUP, for example as part of DEVELOPMENT SERVICES, customizing or MAINTENANCE AND SUPPORT SERVICES.

INFRINGEMENTS OF INTELLECTUAL PROPERTY RIGHTS are violations of third party rights including industrial property rights (e.g. patents) and corresponding applications, copyrights and legally protected trade secrets by the CONTRACTUAL SERVICES or their contractual or intended use.

MAINTENANCE SERVICES are CONTRACTUAL SERVICES where the CONTRACTOR is obliged to maintain and update software or hardware. MAINTENANCE SERVICES include, in particular, the provision of updates, upgrades and new program versions.

OPERATING SOFTWARE denotes software, which is required for the proper use of hardware (e.g. operating systems), regardless of whether this is already installed on the hardware when transferred to the PRINCIPAL or has to be installed subsequently.

PRINCIPAL denotes AUDI AG.

PRINCIPAL DATA refers to personal and non-personal data, which (i) the PRINCIPAL transfers or makes accessible to the CONTRACTOR itself or via a commissioned third party, (ii) the CONTRACTOR creates, collects, saves or processes in some other way on behalf of the PRINCIPAL or (iii) the CONTRACTOR lawfully creates, collects, saves or processes in some other way in relation to the provision of service but without being ordered to do so by the PRINCIPAL, and saves on media (or parts thereof) that are associated solely with the PRINCIPAL at the time of saving or that are created by vehicles, systems or devices which the PRINCIPAL has produced or placed on the market or which it uses, especially in connection with production.

PROCESSING denotes any operation or series of operations, whether accomplished with or without the aid of automated processes, which are performed in connection with personal and/or non-personal data, such as the collecting, recording, organizing, ordering, storing, adapting or modifying, reading, accessing, using, disclosing through transmission, distributing or otherwise making available, comparing or linking, restricting, deleting or destroying such data.

SECURITY TEST MEASURES are measures to detect IT security relevant errors, weaknesses or security vulnerabilities. In particular, these include explorative, offensive test procedures or investigations (especially performance tests, stress tests, penetration tests, analysis of hardware and software components used, decompiling/reverse engineering of software), which aim at penetrating computer or network systems or analyzing, testing or adapting hardware and software.

STANDARD SOFTWARE is software which was not developed especially for the PRINCIPAL.

SUPPORT SERVICES are CONTRACTUAL SERVICES for which the CONTRACTOR is obliged to provide user support. The CONTRACTOR shall accept and respond to user requests, e.g. via call center or help desk and respond and resolve any defects or errors.

TC SERVICES are CONTRACTUAL SERVICES in the field of electronic information and communication.

TEXT FORM requires a human-readable declaration in which the person making the declaration is named and which can be stored on a data carrier; this is especially fulfilled by using e-mail. Verbal or implied declarations are not sufficient to constitute TEXT FORM.

VOLKSWAGEN GROUP refers to Volkswagen AG and companies affiliated with Volkswagen AG within the meaning of section 15 et seq. of the German Stock Corporation Act, especially all companies in the Volkswagen AG Group structure including companies with a (possibly) majority interest in Volkswagen AG (parent companies), as well as those companies in which such parent companies hold a majority interest (sister companies).

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WRITTEN FORM requires a personal signature. Electronic transmission of the declaration(s) in WRITTEN FORM, for example by fax or as an email attachment (scan), is permitted.

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