Volkswagen AG General Terms and Conditions of Purchase 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 To the extent CONTRACTUAL SERVICES include the following services, the corresponding provisions of the Special Part (part II) shall apply in addition to the provisions of the General Part (part I):

- Provision of STANDARD SOFTWARE (sections 44 and 45),
- Provision of INDIVIDUAL SOFTWARE (sections 46 and 47),
- Provision Delivery of hardware (section 48),
- CLOUD SERVICES (sections 49 and 50),
- DEVELOPMENT SERVICES (sections 51 to 53),
- AGILE DEVELOPMENT SERVICES (section 54),
- MAINTENANCE AND SUPPORT SERVICES (section 55),
- TC SERVICES (section 56),
- VEHICLE-RELATED SERVICES (sections 57 to 63).

The CONTRACTUAL SERVICES may be subject to the provisions of several subsections of the Special Part (part II). In the event of contradictions, the provisions of the Special Part (part II) shall take precedence over the provisions of the General Part (part I).

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 shall only be binding for the PRINCIPAL insofar as the PRINCIPAL has expressly accepted these in WRITTEN FORM.

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

1.7 Terms written in SMALL CAPITALS 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);
- these IT-PT&Cs;
- the CONTRACT (without the negotiation protocol);
- the confidentiality declaration or agreement;
- where their applicability has been agreed, the Volkswagen AG General Terms and Conditions of Purchase or other Volkswagen AG conditions such as the Terms of Purchase for Production Material;
- 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 PRINCIPAL's specifications sheet,
- the PRINCIPAL's technical, commercial and/or legal tender documentation,
- the request for quotation,
- Specifications on (quality) standards and working methods.

2.3 Additional provisions applicable within the scope of the CONTRACT, are

- the VOLKSWAGEN GROUP requirements regarding sustainability in its relations with business partners (Code of Conduct for Business Partners);
- the Contractual Terms for Customs and Foreign Trade Law;
- where the CONTRACTOR has access to the PRINCIPAL's systems, the applicable security guidelines and concepts;
- if CONTRACTUAL SERVICES are production equipment, the PRINCIPAL's Specifications for Production Equipment (Betriebsmittelvorschriften);
- the contractual provisions for project-related travel costs;
- the PRINCIPAL'S requirements regarding information security and IT security;
- to the extent CONTRACTUAL SERVICES are CLOUD SERVICES, the general requirements of Volkswagen AG for information security in relation to CLOUD SERVICES.

The CONTRACTOR may view and download the additional provisions at www.vwgroupsupply.com. Notwithstanding the foregoing, the CONTRACTOR may view and download PRINCIPAL'S most recent requirements regarding information security and IT security, as well as the PRINCIPAL'S general requirements in relation to CLOUD SERVICES at the supplier portal.

3. CONTRACTUAL SERVICES

3.1 The CONTRACTOR shall ensure that the CONTRACTUAL SERVICES comply with the subjective and objective requirements (e.g. with regard to type, quantity, quality, functionality, compatibility, interoperability, accessibility, continuity, IT cyber security, integration) and may be used in accordance with the subjective and objective requirements without infringing the rights of the CONTRACTOR or third parties. If the CONTRACTUAL SERVICES are provided on an ongoing basis over a specific period (e.g. CLOUD SERVICES, leasing, rent), the CONTRACTOR shall be bound by the obligations set out in this section 3.1 on an ongoing basis as primary contractual obligations.

3.2 The CONTRACTUAL SERVICES comply with the subjective requirements if they are suitable for the intended use under the CONTRACT, have the quality agreed in the CONTRACT and comply with the (quality) standards and working methods of the PRINCIPAL, brought to the CONTRACTOR's attention by the PRINCIPAL. The CONTRACTUAL SERVICES comply with the objective requirements if they comply with the current state of the art, are suitable for the customary use and have the quality that is customary for CONTRACTUAL SERVICES of the same type and, can be expected e.g. according to public statements, advertising or provided samples or specimens.

3.3 The CONTRACTOR shall check software using an up-to-date anti-virus program before providing it to the PRINCIPAL and shall ensure that the software does not contain malware (software with malicious functions), computer viruses or worms, Trojan horses, or similar. Before providing software to the PRINCIPAL, the CONTRACTOR shall use up-to-date software security tests to ensure that the software does not contain critical vulnerabilities that could violate 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. If the CONTRACTUAL SERVICES are provided on an ongoing basis over a specific period (e.g. CLOUD SERVICES, leasing, rent), the requirements of this section shall apply accordingly, whereby the foregoing measures must be carried out at intervals proportionate to and reasonable in view of the risk associated with the intended use under the CONTRACT.

3.4 CONTRACTUAL SERVICES must not contain functions (e.g. so-called calling home functions) that enable accessing of PRINCIPAL DATA (in particular software or system usage data or other OPERATIONAL DATA) by the CONTRACTOR or by third parties, unless this has been expressly agreed upon in the CONTRACT.

3.5 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.

3.6 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.

3.7 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 deployed by the CONTRACTOR.

3.8 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 separate usage 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 at the PRINCIPAL's premises. 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 regularly changed in accordance with the PRINCIPAL's corresponding information security requirements.

3.9 If information, PRINCIPAL DATA or documents supplied by the PRINCIPAL that are required for performance 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

4.1 The provisions of this section 4 apply to CONTRACTUAL SERVICES that contain FREE AND OPEN SOURCE SOFTWARE. FREE AND OPEN SOURCE SOFTWARE may only be contained in the CONTRACTUAL SERVICES if this has been agreed in advance by the PRINCIPAL in TEXT FORM. This also applies if the relevant license terms for the FREE AND OPEN SOURCE SOFTWARE expressly permit this usage both in original and in modified or any other form. If the CONTRACTOR intends to use FREE AND OPEN SOURCE SOFTWARE in the CONTRACTUAL SERVICES, the CONTRACTOR undertakes as a material contractual obligation to inform the PRINCIPAL without any undue delay in TEXT FORM (i) which FREE AND OPEN SOURCE SOFTWARE components are to be used (ii) which copyright notices and license terms are relevant in this regard and to provide the PRINCIPAL with a copy of same and (iii) to confirm explicitly to the PRINCIPAL that no COPYLEFT EFFECT is triggered on the basis of which the CONTRACTUAL SERVICES would be classified in whole or in part as FREE AND OPEN SOURCE SOFTWARE. The CONTRACTOR in particular expressly confirms that no proprietary software components are affected by a COPYLEFT EFFECT. Where the use of FREE AND OPEN SOURCE SOFTWARE is permitted pursuant to this section, the CONTRACTOR is obliged to ensure that the use of FREE AND OPEN SOURCE SOFTWARE does not restrict the contractual or intended use of the CONTRACTUAL SERVICES by the PRINCIPAL and companies in the VOLKSWAGEN GROUP. The CONTRACTOR shall provide the information on (i) and (ii) in a format specified by the PRINCIPAL.

4.2 If the CONTRACTOR provides CONTRACTUAL SERVICES containing FREE AND OPEN SOURCE SOFTWARE to the PRINCIPAL without the Principal's prior consent, or if or if the CONTRACTOR uses any FREE AND OPEN SOURCE SOFTWARE in the CONTRACTUAL SERVICES in breach of the respective license terms of the FREE AND OPEN SOURCE SOFTWARE, the PRINCIPAL shall be entitled, at its own discretion, to withdraw from the CONTRACT or to request that the CONTRACTOR replace the FREE AND OPEN SOURCE SOFTWARE with equivalent proprietary software; section 22.1 sentences 3 and 4 apply accordingly.

4.3 The CONTRACTOR shall indemnify the PRINCIPAL without limitation against all third-party claims and associated costs arising from the use of FREE AND OPEN SOURCE SOFTWARE. Section 22.4 shall apply accordingly.

4.4 To the extent required under the respective license terms of the FREE AND OPEN SOURCE SOFTWARE, the CONTRACTOR shall provide the source code of the FREE AND OPEN SOURCE SOFTWARE to the Principal at the latest together with the CONTRACTUAL SERVICES.

4.5 If the PRINCIPAL requests certification under ISO/IEC 5230:2020(E) from the CONTRACTOR prior to the time of contracting, the CONTRACTOR undertakes as one of its essential contractual obligations either to furnish proof in suitable form of such certification by an outside certification provider at the time of contracting or to have such certification carried out by an outside certification provider and to furnish proof thereof within six months of the time of contracting.

5. CONTRACTUAL SERVICES for CONSUMER DIGITAL PRODUCTS

5.1 The provisions of this section 5 shall apply exclusively to CONTRACTUAL SERVICES intended to (also) be used by CONSUMERS as a DIGITAL PRODUCT or part of a DIGITAL PRODUCT or which serve the supply, use or UPDATE of DIGITAL PRODUCTS intended to (also) be used by CONSUMERS. The PRINCIPAL may not invoke the provisions of this section

5 if the CONTRACTOR was neither aware of the use of the CONTRACTUAL SERVICES in accordance with the preceding sentence nor could have noticed such use if the CONTRACTOR had exercised due care in trade.

5.2 The CONTRACTOR shall provide, design, manufacture and/or configure the CONTRACTUAL SERVICES in such a way that the CONTRACTUAL SERVICES can receive UPDATES via the internet. Furthermore, in such cases the CONTRACTOR shall supply or arrange for the supply of UPDATES to the PRINCIPAL or, at the PRINCIPAL's request, to the user, including installation instructions and information on the availability and consequences of failure to install the respective UPDATE without separate remuneration. UPDATES shall be supplied or made available by the CONTRACTOR for as long as CONSUMERS can reasonably expect this due to the nature, purpose and customary lifecycle of the DIGITAL PRODUCT.

5.3 If the supply of UPDATES depends on the services of third parties, the CONTRACTOR shall notify the PRINCIPAL of this in TEXT FORM prior to the conclusion of the CONTRACT and shall ensure by means of appropriate agreements with the third party that it can fully comply with its obligations to supply UPDATES to the PRINCIPAL.

5.4 The PRINCIPAL may demand compensation from the CONTRACTOR for expenses incurred by the PRINCIPAL due to the CONTRACTOR's failure to supply a DIGITAL PRODUCT or an UPDATE if the PRINCIPAL or another entity in the distribution chain is obliged by law, contract or official order to supply the DIGITAL PRODUCT or the UPDATE.

6. Artificial Intelligence

6.1 CONTRACTUAL SERVICES may only constitute or contain AI if this has been expressly contractually agreed.

6.2 The CONTRACTOR shall ensure that CONTRACTUAL SERVICES constituting or containing AI or provided in relation to AI (development, validation, training, finetuning, testing, consulting, etc.), comply with the generally accepted state of the art for AI and AI-related technologies.

6.3 Through careful selection and instruction (in particular regarding the context in which AI is to be used) as well as through other organisational measures (in particular regular training), the CONTRACTOR shall ensure that the personnel employed in the provision of the CONTRACTUAL SERVICES for the operation and use of AI possess the necessary qualification and expertise (AI competence) and shall provide the PRINCIPAL with appropriate documentary proof of this upon the PRINCIPAL'S request. The CONTRACTOR shall extend the above obligations to any subcontractors engaged in the provision of the CONTRACTUAL SERVICES for the operation and use of AI.

6.4 The CONTRACTOR shall provide CONTRACTUAL SERVICES constituting or containing AI in such a way, and shall provide all information and data that they are suitable for their intended use or for the use specified in the CONTRACT and that they are in accordance with the AI REGULATION.

6.5 The CONTRACTOR shall support the PRINCIPAL to a reasonable extent in complying with the obligations arising from the AI REGULATION which result from the intended use of the CONTRACTUAL SERVICES or for the use specified in the CONTRACT. The CONTRACTOR shall provide these supporting services free of charge, unless this is unreasonable for the CONTRACTOR; in this case, the PRINCIPAL shall grant the CONTRACTOR an expense compensation. The CONTRACTOR may only demand compensation for expenses if the PARTIES have agreed to this in WRITTEN FORM prior to the provision of the supporting services.

6.6 Where the CONTRACTOR has contractually reserved the right to introduce extensions or improvements to the CONTRACTUAL SERVICES WHICH contain or constitute AI (in particular as part of its general UPDATE and release management for all customers), the CONTRACTOR must give the PRINCIPAL reasonable prior notice of the introduction, extension or improvement, whereby the notice period must not be less than two months, unless this is disproportionate in light of the scope and impact of the extension or improvement. If the PRINCIPAL objects to the introduction, extension or improvement within a period of (fifteen) 15 working days at the PRINCIPAL'S registered office following notification, the CONTRACTOR shall, at its own expense and at the CONTRACTOR'S option, (i) refrain from implementing the introduction, extension or improvement, or (ii) deactivate the introduced AI or the extension or improvement in the default settings in such a way that it can only be activated by the PRINCIPAL at the administrative level.

6.7 Insofar as the PRINCIPAL'S acquisition of exclusive rights of use to the CONTRACTUAL SERVICES is hindered by the fact that the CONTRACTUAL SERVICES were created using AI without sufficient human involvement and are therefore not eligible for protection (in particular under copyright law), the CONTRACTOR shall replace the CONTRACTUAL SERVICES with equivalent CONTRACTUAL SERVICES which are eligible for protection. The replacement shall only be deemed equivalent if it does not, or only insignificantly, restrict the intended use of the CONTRACTUAL

SERVICES or the use specified in the CONTRACT. The CONTRACTOR shall bear the costs of the replacement and of any necessary adaptation of the environment of the CONTRACTUAL SERVICES, unless the circumstances referred to in the first sentence of this paragraph are not attributable to the CONTRACTOR.

6.8 The CONTRACTOR shall ensure that CONTRACTUAL SERVICES constituting or containing AI or provided in relation to AI (development, validation, training, finetuning, testing, consulting, etc.) do not contain or cause any infringement of intellectual property rights. This particularly applies to AI output (results, e.g. text, images, videos, audio data, computer code). Section 22 of the IT-PT&Cs shall apply accordingly to INFRINGEMENTS OF INTELLECTUAL PROPERTY RIGHTS under this section 6.8.

7. Changes to CONTRACTUAL SERVICES

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

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

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

8. Delivery and/or Execution Deadlines, Default Consequences

8.1 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.

8.2 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.

8.3 If the CONTRACTOR defaults, the PRINCIPAL shall - in addition to the contractual penalty as set out in section 8.2 - be entitled to the statutory rights and claims. The contractual penalty shall be deducted from claims for damages due to default.

9. 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.

10. Ownership

The CONTRACTOR shall grant the PRINCIPAL ownership of physical CONTRACTUAL SERVICES provided permanently to the PRINCIPAL upon their creation and in their respective PROCESSING status. The CONTRACTOR is obliged to transfer ownership of the CONTRACTUAL SERVICES to the PRINCIPAL free from third party rights.

11. Rights of Use, Patent Applications

11.1 The CONTRACTOR grants the PRINCIPAL exclusive, transferable, irrevocable and sub-licensable rights to use the CONTRACTUAL SERVICES, 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.

11.2 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).

11.3 The CONTRACTOR shall notify the PRINCIPAL of any CONTRACTUAL SERVICES 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, non-transferable right of use which is unlimited in time, territory and content to the CONTRACTUAL SERVICE that is eligible for protection under patent.

11.4 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.

11.5 The PRINCIPAL is entitled to use the CONTRACT DATA and OPERATIONAL DATA without limitation, in particular to reproduce, process, provide and make available to third parties, or exploit and commercialise CONTRACT DATA and OPERATIONAL DATA, except to the extent prohibited by mandatory statutory provisions. The PRINCIPAL is not obligated to pay any additional remuneration for the data-usage.

11.6 The CONTRACTOR is entitled to use PRINCIPAL DATA (including OPERATIONAL DATA) exclusively to the extent necessary to perform the CONTRACTUAL SERVICES (including support, updates, remedy of defects).

11.7 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 to test, examine and edit the CONTRACTUAL SERVICES, especially to remove, cancel or avoid program protection measures. The CONTRACTOR will 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 is 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.

11.8 All rights within the meaning of this section 11 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 especially 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.

12. Place of Performance, Transfer of Risk

12.1 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 Berliner Ring 2, Wolfsburg, Germany. If the CONTRACTOR makes software available for downloading, its obligation is not fulfilled until the software has been successfully downloaded.

12.2 The risk of accidental destruction or accidental deterioration of the CONTRACTUAL SERVICES 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.

13. Acceptance

13.1 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.

13.2 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.

13.3 Payments by the PRINCIPAL do not mean that the CONTRACTUAL SERVICES have been accepted or that acceptance has been waived.

13.4 CONTRACTUAL SERVICES or parts thereof which are provided by the CONTRACTOR on an ongoing basis over a specific period (e.g. CLOUD SERVICES, leasing, rent) shall, insofar as they are subject to the contractually agreed formal acceptance, be formally accepted (again) if the CONTRACTUAL SERVICES are modified or adapted to ensure their conformity in accordance with section 3.1, sentence 2, unless the modification is merely insignificant and not likely to prejudice the PRINCIPAL's interests (e.g. integrity, cyber security, continuity of services).

14. 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. For a contractually agreed handover, section 13.4 applies accordingly.

15. 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.

16. Remuneration

16.1 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.

16.2 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.

16.3 In an invoice for a global amount, the CONTRACTOR must itemize the various types of CONTRACTUAL SERVICES (particularly in the case of INDIVIDUAL SOFTWARE) and separately state both the remuneration amount and the percentage of total remuneration that is allocable to each.

16.4 The provisions of section 19 shall apply in addition.

17. Travel and Accommodation Expenses

Travel and accommodation expenses shall only be reimbursed to the extent that the respective CONTRACT provides for this explicitly and the PRINCIPAL approves the related expenses in advance in WRITTEN FORM.

18. Invoicing

18.1 Unless otherwise expressly agreed, invoices shall generally be submitted in electronic form via www.vwgroupsupply.com.

18.2 In justified cases cleared in advance with Volkswagen AG Supplier Accounting Dept. (e-invoice@volkswagen.de), the CONTRACTOR may by way of exception send paper invoices to the following address: Volkswagen AG, Kreditoren, Brieffach 1852, 38436 Wolfsburg, Germany.

18.3 Invoices must be submitted to the PRINCIPAL in reviewable form, stating the supplier number, the purchase order number, the call-off number, the account(s) to be charged and the name of the issuer of the purchase order. All required invoicing documents must be enclosed. Invoices shall be submitted in conformity with the applicable value added tax law.

18.4 Booking documents in the form of credit notes, direct debits and payment advice notes will be made available to the CONTRACTOR by the PRINCIPAL exclusively electronically via EDI or as a download under www.vwgroupsupply.com.

19. Terms of payment, taxes

19.1 Remuneration shall be due for payment within thirty (30) days after receipt by the competent office referred to in section 18 of an invoice from the CONTRACTOR that separately indicates any applicable statutory value added tax, unless a longer payment period is agreed in the CONTRACT. However, the invoice is due and payable only, if the CONTRACTUAL SERVICES are provided fully by the CONTRACTOR and accepted by the PRINCIPAL and/or transferred fully to the PRINCIPAL.

19.2 Value added taxes and other taxes: The stated remuneration is in each case understood to be a net amount without value added tax (i.e. value added tax within 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 in the version from time to time in force and, if explicitly named in the CONTRACT, comparable taxes of other jurisdictions), but

includes any foreign other taxes owing (e.g. corporate income tax, etc.) and includes any withholding taxes that arise. Any statutory value added tax owing for the CONTRACTUAL SERVICES rendered by the CONTRACTOR to the PRINCIPAL must be separately stated and shall be paid in addition provided this is explicitly agreed in the CONTRACT. Any terms or conditions to the contrary (e.g. in quotations, negotiation protocols) are invalid.

19.3 If the CONTRACTOR is resident outside of Germany for purposes of taxes on income, the following terms apply regarding withholding tax:

The remuneration amounts specified in the CONTRACT are understood to include any withholding taxes that arise in Germany. Any terms or conditions to the contrary (e.g. in quotations, negotiation protocols) are invalid. To the extent remuneration is subject to German withholding tax under § 50a of the German Income Tax Act (EStG) (e.g. remuneration for the conveyance of rights), the remuneration debtor or obligor (here: the PRINCIPAL) is in general required to withhold income tax under § 50a EStG (currently 15 %) and to withhold solidarity surcharge (currently 5.5 % of the income tax withholding amount) at the time of payment of the remuneration to the remuneration creditor or obligee (here: the CONTRACTOR) or at the time of setoff against opposing claims. Withholding is calculated based on the remuneration, net of value added tax, attributable to the respective contractual performances (supplies). If the remuneration is payable as a global amount without an agreed breakdown amongst the individual contractual performances, tax shall be withheld on the global remuneration amount. The PRINCIPAL will withhold this tax from remuneration to a remuneration creditor who is resident in a foreign country and remit the withholding amount in the name and for the account of the remuneration creditor to the proper German authority, i.e. the Bundeszentralamt für Steuern (Federal Central Tax Office) in Bonn.

The PRINCIPAL will issue a document certifying the tax amount remitted and forward this to the remuneration creditor. Should the PRINCIPAL be in doubt as to the how certain parts of the CONTRACTOR's contractual performances and/or certain parts of the remuneration are to be classified for withholding tax purposes, the PRINCIPAL is entitled to exercise its reasonable discretion in withholding tax pursuant to the statutory rules and the above provisions. If a tax treaty exists between the Federal Republic of Germany and the country in which the remuneration creditor is resident, relief from withholding may be possible depending on the terms of the applicable tax treaty, provided the PRINCIPAL receives a valid exemption certificate issued by the German Federal Central Tax Office (Bundeszentralamt für Steuern – BZSt) prior to the time of payment (or setoff). If an obligation to withhold tax potentially exists with respect to certain components of the contractual performances, the CONTRACTOR shall promptly file an application with the Federal Central Tax Office (Bundeszentralamt für Steuern) for exemption from withholding / a reduced rate of withholding. Upon receipt of this valid certificate by the PRINCIPAL, its disbursement of (or setoff against) the corresponding remunerations will be take place without reduction for withholding or at a reduced rate of withholding, depending on the wording / scope of the exemption certificate. Until receipt of the exemption certificate, the PRINCIPAL shall be entitled and obligated to withhold German withholding tax plus solidarity surcharge from the aforementioned remunerations in accordance with the provisions of German law. When applying for an exemption certificate, the remuneration creditor should consider consulting its tax advisors for assistance.

19.4 The CONTRACTOR is at its own expense responsible for complying with all tax registration obligations, filing all tax returns / tax self-assessment reports, and paying all taxes incumbent upon it as a result of the respective CONTRACT. In such regard, the CONTRACTOR shall have no claims against the PRINCIPAL.

19.5 With respect to its remunerations and payments to third parties, the CONTRACTOR is at its own expense responsible for properly reporting and remitting on behalf of such third parties any withholding taxes that may arise. Neither the CONTRACTOR nor the third parties shall have any claims against the PRINCIPAL in this regard.

19.6 In the event of changes in the tax law / regulations, the provisions from time to time in force shall apply.

19.7 The CONTRACTOR is required to notify the PRINCIPAL without undue delay and in writing of any changes with tax relevance (e.g. a change in the trade name without change in legal form / type of business association, a new address, a change in tax residence and/or tax registration; a change in legal form / type of business association).

19.8 The PRINCIPAL may withhold payment or other performance to the extent provided by law.

20. Delayed Payment

20.1 In the case of delayed payment, the CONTRACTOR may demand interest on any overdue amounts at a rate of

5% points per annum above the base rate of the European Central Bank, as well as compensation for any additional loss. The PRINCIPAL is at liberty to provide proof that the loss has not been incurred or only to a lesser extent. The PRINCIPAL shall only be in delay of payment after the due date has come into effect and a notice from the CONTRACTOR in WRITTEN FORM has been received.

20.2 The CONTRACTOR shall only have the right to withhold the CONTRACTUAL SERVICES in the event of delayed payment by the PRINCIPAL, if the PRINCIPAL delays on payment with a more than insignificant amount and fails to make payment despite a warning that the right to withhold the CONTRACTUAL SERVICES will be asserted, a reminder and the setting of a reasonable period for payment of at least four (4) weeks (WRITTEN FORM in each case).

21. Claims for Defects, Warranty

21.1 The CONTRACTUAL SERVICES are free from defects if they comply with the subjective and objective requirements and may be used in accordance with those requirements without infringing the rights of the CONTRACTOR or third parties (see section 3.1).

21.2 In the case of defects in the CONTRACTUAL 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 (i) remedy the defect itself or have it remedied by a third party and request payment of the related expenses by the CONTRACTOR, or (ii) reduce the agreed remuneration reasonably, or (iii)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.

21.3 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.

21.4 In deviation from section 21.2 (ii), in the case of CONTRACTUAL SERVICES provided on an ongoing basis over a specific period (e.g. CLOUD SERVICES, leasing, rent), the remuneration shall be reduced to the extent that the suitability of the CONTRACTUAL SERVICES for their intended use is impaired. Any remuneration paid in excess has been paid without legal basis and may be reclaimed by the PRINCIPAL or set off against claims of the CONTRACTOR.

22. INFRINGEMENTS OF INTELLECTUAL PROPERTY RIGHTS

22.1 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.

22.2 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.

22.3 In the case of TC SERVICES or VEHICLE COMPONENTS 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.

22.4 The CONTRACTOR shall indemnify the PRINCIPAL against all third party claims and any related expenses without limitation as a result of INFRINGEMENT 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).

22.5 In the event that claims are asserted against the PRINCIPAL due to INFRINGEMENT 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.

23. 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 CONTRACTUAL SERVICES within the period of limitation for defects in accordance with section 26.1.

24. 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 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 para. 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.

25. 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.

26. Limitation Period

26.1 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 provided to the PRINCIPAL as part of MAINTENANCE AND SUPPORT SERVICES.

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

27. Data Protection and Information Security

27.1 To the extent that the CONTRACTOR processes PERSONAL DATA in the course of providing CONTRACTUAL SERVICES, it shall comply with applicable data protection law at all times and take all action necessary to this end. The CONTRACTOR shall process PERSONAL DATA exclusively for the purposes of providing the CONTRACTUAL SERVICES and ensure that its employees have access to the PERSONAL DATA only to the extent necessary for such purposes.

27.2 If PERSONAL DATA is transferred to a third country (outside the EU/EEA) in the course of the CONTRACTOR's provision of CONTRACTUAL SERVICES, the CONTRACTOR is required to ensure an adequate level of data protection (where appropriate by entering into standard contractual clauses for third country transfer).

27.3 If the CONTRACTOR is established in an unsafe third country (country outside the EU/EEA or without valid and applicable adequacy decision by the Commission within the meaning of Art. 45 (3) GDPR), it shall be required to enter into standard contractual clauses for third country transfer with the PRINCIPAL and to implement any necessary additional measures if the PRINCIPAL so requests.

27.4 Where PROCESSING of PERSONAL DATA is carried out by the CONTRACTOR on behalf of the PRINCIPAL, a data processing agreement (Data Processing Agreement) based on a model agreement to be provided by the PRINCIPAL must be concluded at the latest before the PROCESSING of PERSONAL DATA commences. In the case of joint responsibility between the PARTIES, the CONTRACTOR undertakes to conclude a corresponding agreement with the PRINCIPAL based on a model agreement to be provided by the PRINCIPAL (Joint Controllership Agreement).

27.5 CONTRACTUAL SERVICES must comply with the requirements of data protection law from time to time in force. They must in particular be designed, produced and configured in accordance with the principles of Privacy by Design and Privacy by Default. The CONTRACTOR shall document this and provide the corresponding documentation to the PRINCIPAL. This documentation shall in particular contain information on the principles of data protection and their implementation, on deletion facilities, and on the implementation of data subject rights. The objective is in particular to provide the PRINCIPAL with the information relating to the CONTRACTUAL SERVICES that it needs in order to discharge its obligation of accountability. CONTRACTUAL SERVICES must in particular not contain functions that enable PROCESSING of PERSONAL DATA by the CONTRACTOR or by third parties (including so called calling home functions) unless this is explicitly agreed in the CONTRACT.

27.6 CONTRACTUAL SERVICES have to be designed and configured in such a way that the PRINCIPAL can fully comply with its data protection obligations in their use. To the extent CONTRACTUAL SERVICES are configurable, the CONTRACTOR is required to provide corresponding documentation to the PRINCIPAL on this as well; this is without prejudice to sentence 1.

27.7 CONTRACTUAL SERVICES must provide an IT security level consistent with the state-of-the-art as a minimum, and corresponding information security measures. The state of the art in information security is defined as the VDA-ISA standard in its currently valid version. Should information classified as at least confidential by the PRINCIPAL come under the CONTRACTOR'S responsibility (digitally or physically) in the course of service provision, the CONTRACTOR must provide evidence of compliance with information security requirements for confidential information in accordance with VDA-ISA. If the CONTRACTOR provides evidence of a positive audit result in accordance with TISAX (TISAX – Trusted Information Security Assessment Exchange) for the protection of confidential information, compliance with the VDA-ISA standard shall be presumed. The costs of providing such evidence shall be borne by the CONTRACTOR. 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.

27.8 The CONTRACTOR is obliged to inform the PRINCIPAL immediately of any security-related incidents affecting the PRINCIPAL'S information (e.g. incidents affecting the confidentiality of information, the loss or alteration of data, the integrity of data, or suspected misuse of information), and – in close consultation with the PRINCIPAL and at its own expense – to immediately implement effective countermeasures (e.g. by providing a security update or patch, or taking other measures appropriate to the existing risks) which do not restrict the provision of the CONTRACTUAL SERVICES. The CONTRACTOR shall consult with the PRINCIPAL prior to any public disclosure of IT security vulnerabilities or security-related incidents that may affect the PRINCIPAL'S products, infrastructure, services and/or DIGITAL PRODUCTS. Reports by a provider of DIGITAL SERVICES to public bodies, such as authorities, entrusted bodies or privately organised administrations, in accordance with regulatory requirements, shall not be deemed a "public disclosure"; the PRINCIPAL must be notified of such reports immediately upon their submission, at least in TEXT FORM.

27.9 All precautions and measures in accordance with the current state-of-the-art shall be observed when backing

up CONTRACT DATA and 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.

28. Confidentiality

Subject to a deviating provision in a confidentiality declaration or agreement, 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.

29. Subcontractors

The transfer of the provision of CONTRACTUAL SERVICES to third parties by the CONTRACTOR requires prior notification by the CONTRACTOR in TEXT FORM. The PRINCIPAL may object to the provision of CONTRACTUAL SERVICES by the third party if there are justified reasons. 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. This particularly applies to the transfer of rights in respect of INDIVIDUAL SOFTWARE in accordance with section 47 or a deviating agreement between the CONTRACTOR and the PRINCIPAL. The CONTRACTOR is not permitted to transfer the provision of CONTRACTUAL SERVICES to independently employed individuals (freelancers). The CONTRACTOR indemnifies the PRINCIPAL against all claims asserted against it by third parties arising as a result of the CONTRACTOR failing to comply with this prohibition, 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.

30. 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 TEXT FORM. Such consent may be revoked at any time without statement of reasons. The same shall apply to the use of trademarks, trade names and other brands of the PRINCIPAL.

31. Business liability insurance

The CONTRACTOR undertakes to conclude and maintain business liability insurance in an amount appropriate to the risks posed by the respective CONTRACT and to provide the PRINCIPAL with proof of this on request.

32. 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.

33. 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.

34. Termination

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

34.2 Each 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.

34.3 Any notice of termination must be in WRITTEN FORM.

35. Migration Support

35.1 As soon as the CONTRACTOR has provided CONTRACTUAL 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.

35.2 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. 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.

36. Deletion and Handover of DATA

36.1 The CONTRACTOR shall ensure that DATA, especially the DATA stored in CLOUD SERVICES, are immediately and free of charge handed over to the PRINCIPAL or to a third party nominated by the PRINCIPAL in a machine-readable agreed or standard format. OPERATIONAL DATA must be made available to the PRINCIPAL on request in real time in a machine-readable, standard format.

36.2 The CONTRACTOR shall have no right of retention with respect to DATA unless the relevant DATA is CONTRACT DATA and the CONTRACTOR bases the right of retention on a claim it holds that is due, that arises from the same legal relationship giving rise to its obligation to surrender (hand over) the CONTRACT DATA, and that is undisputed or confirmed by a final and binding court decision.

37. 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 37 shall be without prejudice to sections 28 and 30. 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.

38. Prohibition on Assignment

The CONTRACTOR may only assign its contractual rights and obligations with the PRINCIPAL's prior consent in WRITTEN FORM. The 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. Conduct in Compliance with the Applicable Law

39.1 The CONTRACTOR acts in compliance with the applicable law and has taken appropriate organizational measures to ensure that its legal representatives, employees, subcontractors, consultants or other third parties commissioned by it act in compliance with the applicable law.

39.2 The PRINCIPAL may terminate the CONTRACT for good cause if the continuation of the CONTRACT becomes unreasonable due to the CONTRACTOR's breach of the obligations under section 39.1.

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.

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 provided to the PRINCIPAL in German (for German-speaking work locations) or in English in printed or 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 must be sufficient to 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.

44.4 In deviation from section 4.1, sentence 1, the use of FREE AND OPEN SOURCE SOFTWARE in the CONTRACTUAL SERVICES is permitted even without the PRINCIPAL'S consent, provided that the CONTRACTOR has notified the PRINCIPAL of the use of FREE AND OPEN SOURCE SOFTWARE in good time prior to the provision of the CONTRACTUAL SERVICES and has provided the information required under section 4.1, sentence 3, and provided that distribution outside the PRINCIPAL and the VOLKSWAGEN GROUP is excluded. In this case, the PRINCIPAL may only assert the rights agreed in section 4.2 on condition that the aforementioned information to be provided by the CONTRACTOR has not been provided, has not been provided in full or is inaccurate, or that any FREE AND OPEN SOURCE SOFTWARE included therein is used in breach of its respective licence terms.

45. License / Rights of Use

45.1 The CONTRACTOR grants the PRINCIPAL non-exclusive, irrevocable rights unrestricted in geographic or material scope, to use STANDARD SOFTWARE in conformity with the CONTRACT for the intended purpose(s); such rights may be transferred and (also in different levels) sub-licensed within the VOLKSWAGEN GROUP. Unless time-limited provision 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 provision of INDIVIDUAL SOFTWARE:

46. CONTRACTUAL SERVICES

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

46.2 The CONTRACTOR shall, by means of implementing adequate organisational and technical measures (in particular ensuring human oversight), ensure the quality of INDIVIDUAL SOFTWARE created by using AI.

46.3 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.

46.4 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 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.

46.5 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

47.1 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, other ways if modifying, duplicate, distribute, broadcast and make available to the public.

47.2 If the CONTRACTOR uses AI in the development of INDIVIDUAL SOFTWARE, it shall ensure, by means of appropriate organizational and technical measures, that the results qualify as a human intellectual creation eligible for copyright protection and that the PRINCIPAL can acquire rights of use therein in accordance with section 47.1; section 6.7 shall apply accordingly.

Provision of Hardware

The following applies with respect to the provision of hardware:

48. CONTRACTUAL SERVICES

48.1 The CONTRACTOR provides hardware to the PRINCIPAL with EMBEDDED SOFTWARE and/or OPERATING SOFTWARE with associated documentation. 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 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).

48.3 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 risk specified in section 12.1 of these IT-PT&Cs.

48.4 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 To the extent SUPPORT SERVICES are not already included in CONTRACTUAL SERVICES, the CONTRACTOR shall, upon

the PRINCIPAL's request, offer SUPPORT SERVICES to the PRINCIPAL 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 CONTRACTOR shall ensure that the data backups are suitable for preventing the loss of the PRINCIPAL's data. 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 Notwithstanding the provisions regarding changes to the CONTRACTUAL SERVICES set out in sections 7.1 and 7.2, the following shall apply: 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 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, 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 ensures through careful selection of the employees deployed that they have the personal aptitude and expertise to perform the tasks entrusted to them in order to provide the DEVELOPMENT SERVICES in the agreed quality.

51.3 The CONTRACTOR undertakes to carry out all verification measures required prior to the handover of the software in accordance with the current quality standard (verification strategy); the verification strategy and the verification measures derived therefrom, such as test plans, test artefacts or similar documents, shall be handed over to the PRINCIPAL or to a third party designated by the PRINCIPAL at the PRINCIPAL's request. 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 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 52.1 and 51.2 shall apply accordingly to such resubmission.

53. Rescission, Termination

Rights of use that have been granted remain unaffected by 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:

54. CONTRACTUAL SERVICES

54.1 AGILE DEVELOPMENT SERVICES are always subject to overall acceptance (final acceptance). However, confirmation of parts of the performance and/or concepts, developments, specifications or milestones routinely takes place in the process of agile development to the extent the respective performance phases are, after completion, tested pursuant to the chosen agile development method and deficiencies are documented. Such confirmation shall not be deemed to constitute either acceptance or partial acceptance; it instead simply constitutes approval of the respective performance phase, following which the CONTRACTOR is to continue its contractual performance in the agreed scope.

54.2 In connection with the respective confirmations for individual performance phases as well as the final acceptance testing, the CONTRACTOR must prove that the individual performance phases as well as the overall performance fulfill, under conditions similar to those in production operation, all requirements and acceptance criteria defined in the Product Backlog and – if one has been agreed – described in the Definition of Done. In this process, particular attention shall be given to testing functions that can only be tested following integration of the individual performance phases into the current development status or following full integration of the CONTRACTUAL SERVICES, as the case may be, as well as to testing the performance of both the individual performance phases and the system as a whole. Acceptance tests do not constitute productive use of the CONTRACTUAL SERVICES.

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

54.4 The provisions of sections 52 to 53 shall apply accordingly to AGILE DEVELOPMENT SERVICES.

MAINTENANCE AND SUPPORT SERVICES

The following applies with respect to MAINTENANCE AND SUPPORT SERVICES:

55. CONTRACTUAL SERVICES

55.1 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.

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

55.3 Sections 44 and 45 shall apply accordingly to all patches, updates, upgrades or new program versions; insofar as these are INDIVIDUAL SOFTWARE, sections 46 and 47 shall apply instead.

TC SERVICES

The following applies with respect to TC SERVICES:

56. CONTRACTUAL SERVICES

56.1 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.

56.2 To the extent the CONTRACTOR is ordered by a public authority to suspend or terminate TC SERVICES to the PRINCIPAL, the CONTRACTOR shall notify the PRINCIPAL of this without undue delay. The CONTRACTOR shall make every effort to oppose the order to suspend or terminate. The CONTRACTOR shall in any case limit the suspension or termination to an absolute minimum; to the extent legally possible, it shall in particular see to it that the PRINCIPAL can comply with its statutory obligations (particularly eCall and data forwarding) and can implement risk minimization measures with regard to third parties (e.g. over-the-air updates).

56.3 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 as well as customer and data protection obligations of the PRINCIPAL in this respect.

VEHICLE-RELATED SERVICES

The following applies with respect to VEHICLE-RELATED SERVICES:

57. Contractual Basis for VEHICLE COMPONENTS

57.1 For the procurement of VEHICLE COMPONENTS, the following documents shall constitute a part of the CONTRACT in addition to the documents listed in section 2.2:

- Specifications (especially component and cross-sectional specifications), including the documents referenced in the specifications
- If available, the quality management agreements between the PRINCIPAL or a company in the VOLKSWAGEN GROUP and the CONTRACTOR ("Q konkret" formula), quality capability of suppliers (Q capability formula), the qualification program for new integral parts in "QPN" (Q new integral parts formula)
- If available, the agreements from the QTR meeting on technical plausibility verification of offers (Quality Technical Requirement)
- Insofar as its validity is agreed, Group standard VW 99000.

57.2 In relation to procurement of VEHICLE COMPONENTS, applicable provisions under the CONTRACT include (in addition to those listed in section 2.3):

- Basic Group requirements for software
- Proof of quality in the pre-production phase (sampling guidelines)
- The QM standards in the automotive industry, VDA publication series/ISO 9001
- The supplier requirements of IATF 16949, provided they apply to software development (available for inspection via VDA for a fee)
- Insofar as the VEHICLE COMPONENTS refer to engine or gearbox control units with EMBEDDED SOFTWARE or software for engine or gearbox control units, specifications "LAH.893.909.D – Special characteristics"

58. CONTRACTUAL SERVICES

58.1 In relation to VEHICLE-RELATED SERVICES, the CONTRACTOR shall assure the PRINCIPAL a standard of quality that is known to it to be higher than the usual standard of quality (especially in terms of functionality and appearance).

58.2 The CONTRACTOR shall inform the PRINCIPAL if the subjective requirements deviate detrimentally from the objective requirements (see Section 3.1), unless the CONTRACTOR was not aware of this deviation or could not have noticed the deviation even if the CONTRACTOR had exercised due care in trade. This applies in particular to STANDARD SOFTWARE.

58.3 VEHICLE-RELATED SERVICES must comply with the approval regulations, (IT) security requirements, test (including, emissions and certification regulations and statutory disclosure obligations) and labeling requirements as applicable to contractual or intended use. Insofar as the PRINCIPAL is solely responsible for establishing conformity with these provisions, the CONTRACTOR shall support the PRINCIPAL to an appropriate extent at no additional remuneration.

58.4 In relation to VEHICLE-RELATED SERVICES, optimizations and adjustments that are necessary to implement the technical and professional requirements and achieve the common goals up to the SOP (Start of Production) shall form part of the CONTRACTUAL SERVICES.

58.5 The PRINCIPAL may install, sell or otherwise use the VEHICLE COMPONENTS for their intended purpose or make them available for use or use them in/as spare parts. This shall also apply after termination of the CONTRACT to spare parts and to VEHICLE COMPONENTS which have already been installed at the time of termination. In the event the PRINCIPAL transfers VEHICLE COMPONENTS to third parties without this being foreseeable at the time of conclusion of the CONTRACT, a PARTY to whose disadvantage the price calculation basis changes as a result thereof may, notwithstanding sentences one and two of this section 58.5, demand negotiations on a price adjustment from the other PARTY. This section 58.5 shall apply accordingly to VEHICLE RELATED SERVICES.

58.6 The CONTRACTOR is obliged to use processes and tools that are suitable to develop VEHICLE COMPONENTS in such a way that they are free from defects (zero defects strategy).

58.7 If the contractual and intended use of the VEHICLE COMPONENTS is planned as a DIRECTED PART, the CONTRACTOR is obliged (i) to conclude a separate agreement with a third party nominated by the PRINCIPAL (system/assembly supplier) in accordance with the CONTRACT (third party agreement) and (ii) to supply the VEHICLE COMPONENTS (as well as any development versions) to the system/assembly suppliers on time. The third party agreement shall be the basis for the scheduling, supply and payment as well as assertion of defect rights; the system/assembly supplier shall be the contractual partner of the CONTRACTOR in this respect.

58.8 Insofar as the VEHICLE COMPONENT contains a DIRECTED PART, the CONTRACTOR is responsible for any culpable conduct of the DIRECTED PART supplier to the same extent as if it was the CONTRACTOR's own culpable conduct. The CONTRACTOR may not assert any claims by the PRINCIPAL's fault for selection, nor may it refer the PRINCIPAL to the CONTRACT between the PRINCIPAL and the DIRECTED PART supplier. The PRINCIPAL enters into agreements with the DIRECTED PART supplier, which are substantially equivalent to those the PRINCIPAL also agrees with the CONTRACTOR.

58.9 Insofar as the VEHICLE COMPONENT is integrated in one of the PRINCIPAL's components or other components are integrated into the VEHICLE COMPONENT, the CONTRACTOR declares its willingness to take part in integration workshops with possible competitors. Integration means the insertion of software in another components (software, hardware/systems) so that the component functions as intended. The integration workshops shall be conducted on the basis of an additional agreement.

58.10 Insofar as the CONTRACTUAL SERVICES are the integration of VEHICLE COMPONENTS, the CONTRACTOR remains responsible for the integration (including safeguarding of the overall functionality of the VEHICLE COMPONENTS) even if the PRINCIPAL provides software or other items for executing the CONTRACTUAL SERVICES.

58.11 In the event of officially ordered recalls or (covert) recall actions deemed necessary by the PRINCIPAL, which can be traced back to the VEHICLE COMPONENTS, the CONTRACTOR shall support the PRINCIPAL to an appropriate extent and without additional remuneration; in particular, the CONTRACTOR shall, upon request and in accordance with the requirements of the PRINCIPAL, provide necessary software updates, patches and bug fixes.

58.12 During a period of fifteen (15) years after End of Production (EOP), the CONTRACTOR shall (continue to) provide VEHICLE-RELATED SERVICES to an appropriate extent in return for usual market remuneration; this applies in particular to the provision of MAINTENANCE and SUPPORT SERVICES, CLOUD SERVICES and elimination of incompatibilities arising between VEHICLE-RELATED SERVICES and outdated hardware. EOP refers to the end of production (series production) of the last vehicle project in which the CONTRACTUAL SERVICES are used.

58.13 The provisions of section 5 shall apply accordingly to VEHICLE RELATED SERVICES or VEHICLE COMPONENTS which

are used as intended (also) by CONSUMERS as a DIGITAL PRODUCT or part of a DIGITAL PRODUCT or which serve to the supply, use or UPDATE of DIGITAL PRODUCTS used as intended (also) by CONSUMERS. However, the period for the obligation to provide UPDATES pursuant to section 5.2 shall end no earlier than fifteen (15) years after EOP.

58.14 The CONTRACTOR expressly permits the PRINCIPAL to comprehensively examine, modify, and test the CONTRACTUAL SERVICES for cyber-security vulnerabilities at any time, including without limitation before and after any placement in the stream of commerce by the PRINCIPAL of products equipped with the provided CONTRACTUAL SERVICES; the CONTRACTOR grants the PRINCIPAL the corresponding rights to the extent necessary to carry out penetration testing. The CONTRACTOR shall ensure that it holds – or has obtained from third parties (in particular from its suppliers) whose scopes are incorporated in the CONTRACTUAL SERVICES – the rights of disposition necessary for this grant of rights.

58.15 The PRINCIPAL may therefore in particular (a) itself, (b) through third parties the PRINCIPAL has commissioned or with whom it collaborates, or (c) through other third parties taking part in any competitions that the PRINCIPAL may organize (including so-called bug bounty programs) employ or cause to be employed any and all methods and techniques that may be conducive to the discovery of vulnerabilities (e.g. security / penetration tests and analyses, such as circumvention of security measures, reverse engineering, fuzzing, sniffing, spoofing, eavesdropping and manipulation, code injection / execution, disassembling, or decompiling).

58.16 In the course of penetration testing, potential access of an unforeseen sort to systems and data that belong to the PRINCIPAL or third parties (particularly the PRINCIPAL's suppliers) but are, strictly speaking, outside of the CONTRACTUAL SERVICES may also be identified and constitute a potential cyber-security vulnerability. If potential access of this sort is discovered, the CONTRACTOR and the PRINCIPAL must confer before testing is continued. In this context, the PRINCIPAL shall attempt to refrain from effectively accessing the systems or data as far as possible. With the aforementioned limitations, the CONTRACTOR expressly permits the CONTRACTOR to conduct testing in this respect as well and affirms that it holds or has obtained from third parties (in particular from its suppliers) the rights of disposition necessary to grant such permission.

58.17 In cases of contractually permissible use of the CONTRACTUAL SERVICES by other VOLKSWAGEN GROUP companies, these companies may also carry out the actions referred to in these sections 58.14 ff.

58.18 Where the provisions of these sections 58.14 ff. are applicable, they shall take precedence over the more general provisions in sections 11.7 and 11.8 of these IT-PT&Cs.

58.19 The CONTRACTOR shall support the PRINCIPAL to an appropriate extent and without additional remuneration in loading and maintaining databases for supplier management and management of VEHICLE-RELATED SERVICES (especially the software used in vehicles). In this regard, the CONTRACTOR must provide the PRINCIPAL with a list of all software components (software bill of materials) relating to the CONTRACTUAL SERVICES. The form and content shall in all cases be as specified by the PRINCIPAL. The specifications as to the form and content of the software information to be provided will be transmitted to the CONTRACTOR by the PRINCIPAL in TEXT FORM via an IT system (such as the "DESA" system). Should the PRINCIPAL not use such an IT system, the CONTRACTOR shall provide the information using a template furnished by the PRINCIPAL. The list of software components shall include without limitation information on the following points:

- Bootloader name and version
- Operating system name and version
- List of all drivers used
- Information on every item of software (both software that the CONTRACTOR engineered itself and third party software including FREE AND OPEN SOURCE SOFTWARE and resources provided by the PRINCIPAL):
  - Software module/library manufacturer
  - Software module/library designation
  - Software module/library version number
  - Software module/library cross-reference/link to source of supply
  - Software module/library hash value including hash method

The initial transmission of the list of software components by the CONTRACTOR shall take place as part of product development and qualification either at a project-specific agreed date, but in no event later than the B-

release (procurement release) milestone (100 % software functionality implemented), or when requested by the PRINCIPAL. Thereafter, the related list of software components shall be provided to the PRINCIPAL together with each new software version.

59. Acceptance

Insofar as the documents listed in section 57 contain regulations on acceptance, these provisions take precedence over section 52.

60. Notification Obligations

60.1 The CONTRACTOR shall, without undue delay, notify the PRINCIPAL, the California Air Resources Board (CARB) and the California Attorney General as soon as the CONTRACTOR has reason to believe that VEHICLE COMPONENTS contain a defeat device in engine control units within the meaning of 40 C.F.R. § 86.1803-01 and 42 U.S.C. § 7522(a)(3)(B).

60.2 Where VEHICLE-RELATED SERVICES include the creation or modification of engine control unit software, which for its part is likely to be the subject of a document to be submitted to CARB, the CONTRACTOR undertakes the following with regard to any feature, of which it is known or should reasonably be known, that it can detect exhaust emissions tests or can function as an AECD (Auxiliary Emission Control Device) within the meaning of 40 C.F.R. § 86.1803-01: (a) to disclose the feature in the software documentation accordingly and (b) to keep record of changes.

61. Limitation Period

Notwithstanding section 26.1, claims for material defects of VEHICLE COMPONENTS become statute-barred twenty-four (24) months after the initial registration of the vehicle or the installation of spare parts, but in any event not later than thirty (30) months following delivery to the PRINCIPAL. For liability and other claims, the statutory limitation periods apply.

62. Right to Audit the CONTRACTOR

In the case of VEHICLE-RELATED SERVICES, the conducting of audits in accordance with section 32 is also possible by reason of the review of the quality standard.

63. Exclusivity

The PRINCIPAL shall have an exclusive right of exploitation with respect to the VEHICLE-RELATED SERVICES, in particular to any innovations resulting therefrom, during the seven (7) years after they are first placed in the stream of commerce. After expiration of these seven (7) years, or following a decision by the PRINCIPAL not to exploit the VEHICLE-RELATED SERVICES jointly with the CONTRACTOR, the PRINCIPAL shall, at the CONTRACTOR's written request, grant to the CONTRACTOR a non-exclusive, perpetual, worldwide, sub-licensable right to use the innovations and the industrial property rights resulting therefrom for a fee on standard marketplace terms, as well as a non-exclusive, perpetual, worldwide, sub-licensable reverse license, subject to a fee on standard marketplace terms, with respect to the copyrights.

III. Definitions

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

AI stands for Artificial Intelligence and refers in particular to AI systems and AI models, as well as other components defined or treated as AI under AI regulations.

AI ACT refers to the Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence (Artificial Intelligence Act) and amending certain Union acts.

AI REGULATION means the AI ACT and as well as the regulations (laws, rules, directives, decrees, etc.) and recognised technical standards applicable to the intended use under the CONTRACT.

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 refers to CLOUD SERVICES where the CONTRACTOR provides the PRINCIPAL with IT resources, such as computing power, storage capacity or communication resources.

CONSUMER is any natural person who enters into a legal transaction for purposes that are predominantly outside his trade, business or profession.
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.
CONTRACT DATA means DATA which is the subject of the CONTRACTUAL SERVICES or a part thereof.
CONTRACTUAL SERVICES means services to be provided by the CONTRACTOR under the CONTRACT, as well as all tangible or intangible items, DIGITAL PRODUCTS, UPDATES and work results that form the subject matter or outcome of the CONTRACTUAL SERVICES, including software, hardware, know-how, data carriers, training and other materials, documentation, information, DATA, materials and other content (e.g. graphics, films, photographs), concepts, as well as access numbers, domains, sub-domains, telephone numbers, other codes and symbols which the CONTRACTOR sets up, registers or makes available to the PRINCIPAL for use within the scope of the provision of the CONTRACTUAL SERVICES.
COPYLEFT EFFECT means the contractual obligation of the licensee or user of FREE AND OPEN SOURCE SOFTWARE, where the relevant provisions apply, to make this software and any modification of the software ("any derivative work"), including any linked other software components, available under the respective licence and usage terms of the relevant FREE AND OPEN SOURCE SOFTWARE.
DATA means any digital representation of actions, facts or information, as well as any compilation of such actions, facts or information, including in the form of audio, visual or audiovisual material.
DEVELOPMENT SERVICES are CONTRACTUAL SERVICES, where the CONTRACTOR is obliged to develop certain CONTRACTUAL SERVICES (e.g. software, services and app development, customizing). CONTRACTUAL SERVICES of DEVELOPMENT SERVICES are generally INDIVIDUAL SOFTWARE.
DIGITAL PRODUCTS are digital content and digital services. Digital content means data that are produced and supplied in digital form. Digital services means a service that allows the creation, processing, storage, use of data in digital form, other interaction with such data or access to such data. DIGITAL PRODUCTS are also digital elements that are connected to goods (movable objects) in such a way that goods cannot fulfil one or more functions without these digital elements (functional accessoriness).
DIRECTED PART is a VEHICLE COMPONENT, which is to be installed in a system or assembly (ZSB).
EMBEDDED SOFTWARE is software that is integrated in hardware. EMBEDDED SOFTWARE can be STANDARD SOFTWARE or INDIVIDUAL SOFTWARE.
FEEDBACK refers to suggestions, comments, or proposals that are conveyed by the PRINCIPAL during the 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 CONTRACTUAL SERVICES.
FREE AND OPEN SOURCE SOFTWARE means open-source software subject to license and usage terms which generally include the essential obligation to grant extensive, unrestricted (in terms of time and geographical scope), free non-exclusive rights of use – including for commercial purposes, in particular the rights to reproduce, adapt and distribute, and which are made available in source code form.
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.
IT-PT&Cs are these Volkswagen AG General Terms and Conditions of Purchase for services in the field of information technology (IT) and/or electronic information and communication (TC).
MAINTENANCE SERVICES are CONTRACTUAL SERVICES, where the CONTRACTOR is obliged to maintain and update software. 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 provided to the PRINCIPAL or has to be installed subsequently.
OPERATIONAL DATA means DATA generated or collected through the use of items or services (including software) by the PRINCIPAL, the CONTRACTOR or third parties, insofar as the items or services are used or operated by the PRINCIPAL for operational purposes within the value chain (e.g. production or operating resources, services in the areas of development, procurement, logistics, production, sales, aftersales).
PARTIES refers to the PRINCIPAL and the CONTRACTOR collectively. Individually, the PRINCIPAL and the CONTRACTOR are also each referred to as PARTY.
PERSONAL DATA refers to all information relating to an identified or identifiable natural person in whatever form, format, or medium (including written, electronic, and other records or materials).
PRINCIPAL denotes the company in the VOLKSWAGEN GROUP, which concludes the CONTRACT.
PRINCIPAL DATA means DATA the PRINCIPAL provides to the CONTRACTOR for the provision of services or in connection with the provision of services, either directly or through a third party engaged by the PRINCIPAL (in particular as PRINCIPAL input, for AI training, uploaded to the cloud), as well as OPERATIONAL DATA.
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 or adapted 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, including without limitation Internet access services, interpersonal telecommunication services, and services consisting wholly or principally in the transmission of signals, such as transmission services used for machine-to-machine communication and radio and television broadcasting.
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 protect the TEXT FORM.
UPDATES are all patches, actualizations and other measures to maintain or (re)create the subjective and/or objective requirements of DIGITAL PRODUCTS.
VEHICLE COMPONENTS are CONTRACTUAL SERVICES, which are installed in vehicles in the context of contractual or intended use (e.g. control units) or which have to be integrated in a vehicle (e.g. software, interfaces).
VEHICLE-RELATED SERVICES are VEHICLE COMPONENTS and CONTRACTUAL SERVICES, which directly interact functionally with vehicles via interfaces (e.g. backend, transmission paths).
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 either entirely or jointly with another VOLKSWAGEN GROUP company (sister companies). If a company ceases to be part of the VOLKSWAGEN GROUP, the company continues to be regarded as a company of the VOLKSWAGEN GROUP as regards the rights arising from the CONTRACT for a period of six (6) months.
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. The term WRITTEN FORM within the meaning of this IT-

PT&Cs can be replaced by the electronic form; a qualified electronic signature is required in this case instead of the written signature.