

## General Purchasing Terms and Conditions

of **VOLKSWAGEN SLOVAKIA, a.s.** (hereinafter referred to as “**VW**”)  
with its registered office at J. Jonáša 1, 843 02 Bratislava, Slovak Republic  
Company ID No.: 35 757 442

registered with the Business Register of the Bratislava I District Court, section: Sa, insert No.: 1973/B

**for Deliveries of Goods and Services Involving Copyright Protected Works and other Intellectual Property Rights,  
in particular, for Information Technology (IT) and/or  
Electronic Information and Communication (TC)**  
(valid from 01.01.2022)

### 1. Definitions

The terms listed below and used herein shall have the following meaning:

1. **“Client”** shall mean VW (the company VOLKSWAGEN SLOVAKIA, a.s.) and in the case of Contractual Performances of IT/TK provided pursuant to agreement with VW to third party (e.g. another Volkswagen Group Company, this other authorized recipient of IT / TK contracts, if this arises from the content or nature of the relevant provisions).
2. **Contractual Performances of IT/TC** shall mean all services, systems, contractual performances, outcomes and other performances agreed on the basis of these General Purchasing Terms and Conditions for IT/TC.
3. **Services** shall mean IT services, TC services and operational services.
4. **IT Services** shall mean services related to IT,, i.e. software and hardware services, infrastructure services, support services and/or monitoring services related to IT
5. **TC Services** shall mean services related to TC,, i.e. infrastructure services, support services and/or monitoring services related to TC.
6. **Software Services** shall include the creation and processing of software and software systems, distribution of and changes to software (software systems), configuration and adaptation of software (software systems), and leasing of standard software.
7. **Hardware Services** shall include supply / leasing of hardware (hardware systems), and configuration and adaptation of hardware (hardware systems).
8. **Infrastructure Services** shall mean all preparatory services necessary in connection with Software Services and/or Hardware Services and/or TC Services, e.g., planning, setting-up or installation of systems.
9. **Support Services** shall mean all accompanying services necessary in connection with Software Services and/or Hardware Services and/or TC Services and/or Infrastructure Services, e.g., training, consultancy, optimisation, maintenance / servicing.
10. **Monitoring Services** shall include obtaining of performance data and other data about systems and/or Services, including drawing up and delivery of reports related to the operation of Systems and/or Services to the Client.
11. **Operational Services** shall include the operation of hardware and/or software (hardware and/or software systems), hosting and data administration and/or operation of a computing centre.
12. **Systems** shall mean IT systems, IT networks and IT equipment and/or data and telecommunications equipment and networks, lines and transmission platforms, including software and hardware.

13. **Contractual Performances of IT/TK** shall mean all performances which are subject of contractual performances of IT/TK (software, hardware, data carriers, materials, documentation, concepts, etc.).
14. **Outcomes** shall mean all work outcomes not listed above which are the subject-matter of Contractual Performances.
15. **Order** shall mean written orders of the Client for Contractual Performances of IT/TK, including orders on the basis of a framework order, or contract on the procurement of contractual performances of IT/TK.
16. **Framework Orders and Contracts** (or tender documentation) usually describe the Contractual Performances of IT/TC, stipulate the remuneration or other delivery terms and conditions, and may also contain a forecast regarding the expected volume of required Contractual Performances of IT/TC (Forecast). Framework Orders even when they describes the expected Contractual Performances of IT/TC – do not give rise to any obligation to order Contractual Performances of IT/TC, unless otherwise expressly agreed in writing. In the Framework Order or Contracts, the Contractor undertakes that, based on Order, it will provide Contractual Performances of IT/TC under the terms and conditions stipulated in the Framework Order or Contract. Any contractual obligations, in particular, the obligation to take over and/or payment obligations, shall arise on Client after the placement of particular Order.
17. **Contractor** shall mean the provider of Contractual Performances of IT/TC.
18. **General Purchasing Terms and Conditions for IT/TC area** mean these General Purchasing Terms and Conditions of VW for Deliveries of Goods and Services Involving Copyright Protected Works and other Intellectual Property Rights, in particular, for Information Technology (IT) and/ or Electronic Information and Communication (TC).

## 2. Validity of these Terms and Conditions

1. These General Purchasing Terms and Conditions for IT follow up on General Terms and Conditions of VW. General Purchasing Terms and Conditions form the integral part of every contract concluded with Client and in case that the subject matter of the contract are Contractual Performances of IT/TC, , General Purchasing Terms and Conditions are integral part of contract for IT/TC area.
2. If the applicability of the Contractor's licensing conditions / Contractor's conditions for the right of use has been agreed in individual cases, expressly and in writing), only the provisions on the nature and the extent of the rights of use shall be applied. The provisions beyond the scope of these regulations shall not be applied, especially when they regulate claims arising from defects or liability.

## 3. Provision of IT Contractual Performances IT/TC

1. The Contractor shall be obliged to provide the Contractual Performances of IT/TC duly and on time and to attain the Outcome agreed in the Order or in the contract. The Contractor shall comply with the current state-of-the-art and respective applicable internal regulations of Client.
2. Prior to the handover of the Deliverables of IT/TC, in particular, software and data storage devices, the Contractor shall scan them with a up-to-date anti-virus programme and shall ensure that the Deliverables of IT/TC do not contain malware, viruses or worms, Trojan horses, etc. The Client may check the security status of these Deliverables of IT/TC at any time.
3. The Contractor shall provide and employ carefully selected and trained employees, and shall ensure the provision of Contractual Performance of IT/TC in duly and timely manner.
4. The contact partner appointed by the Contractor / Contractor's project manager shall plan, coordinate and monitor the provision of Contractual Performances of IT/TC, and agreed cooperation of Client.

5. Unless otherwise stipulated in the Order or Contract, the Contractor shall provide all the necessary Infrastructure Services without any additional costs being incurred by Client.
6. On the basis of additional request of Client, the Contractor shall offer and in case of confirmation of interest of Client to provide the Support Services under standard market conditions if they were not originally agreed under Contractual Performance of IT/TC
7. The Contractor shall provide the Contractual Performances of IT/TC based on an agreement with Client. If the Contractor considers that the information and materials provided by the Client are incomplete or incorrect, the Contractor shall notify the Client thereof without undue delay.
8. A delivery note containing Client's order data (number and date of the Order, cost centre) shall be annexed to each delivery of Deliverables of IT/TC.

#### **4. Compliance with information security regulations**

1. The Contractor is obliged to comply with all relevant standards for secure development of software and Client requests for IT security. Part of Client security guidelines may be provided to Contractor prior to the award of the contract.
2. As part of the provision of Contractual Performances of IT/TC, the Contractor shall be obliged to comply with the current state-of-the-art with regard to data and systems security according regulations of the Client and professional standards, safeguarding, in particular, systems in accordance with the current state-of-the-art against unauthorised access by third parties (e.g. against hacker attacks), and against unsolicited sending of data (e.g. spam).
3. The Contractor shall be obliged, in particular, to comply with Client settings for IT security (specific values for system configuration). Part of the Client configuration for IT security shall be provided to Contractor prior to the award of contract.
4. If the subject-matter of the Contractual Performances of IT/TC is the attainment of a certain Outcome, the obligation of the Contractor is to even ensure that the Contractual Performances of IT/TC are technically documented and that the Client is, upon his request, sufficiently informed of the status of the Contractual Performances of IT/TC.
5. Software shall be delivered to the Client with user documentation, unless it is standard software, including the source code and programming documentation.
6. The Contractor shall be obliged to familiarize itself with all safety guidelines, standards and settings of Client in the field of IT security, regulations concerning occupational health and rules of discipline applicable in the place of performance which the Client will provide to the Contractor and will update continuously as necessary.
7. The Contractor's access to Client systems via remote data transfer shall only be permitted based on Client express prior written consent, or approval using electronic systems. The Contractor shall be still obliged to familiarize itself with valid safety guidelines, Client standards and settings, which Client will provide to the Contractor
8. Access to Client infrastructure may only be requested for the components which are directly required for the provision of the Services ("need to know" principle).
9. The Contractor and its employees and/or subcontractors shall only be entitled to use the IT resources provided by the Client for the provision of the Contractual Performances of IT/TC. It is not permitted to store passwords or disclose them to third parties. Passwords must be changed after 90 days.
10. The Client shall be entitled to prohibit or withdraw access rights if Contractor, the employees of Contractor or subcontractors cause security incidents.
11. The Contractor undertakes to return or delete all data, documents or materials received in connection with the Contractual Performance of IT/TC, except for those connected with subsequent maintenance and support.

#### **5. Handover and Takeover**

If the Contractual Performances of IT/TK represent performances for which handover and takeover are usual or if handover and takeover has been agreed, the handover and takeover shall be carried out according to the following provisions:

1. The Contractor shall notify the Client in writing that the Contractual Performances of IT/TC are ready for handover. If the date was agreed, Contractor shall notify Client in writing at least 10 working days in advance.
2. Unless otherwise stipulated in the Contract, the Contractor, at the request of the Client, will provide for a functional test under (simulated) conditions of Contractual Performances of IT/TK at the present of the Client and prove that the Contractual Performances of IT/TK meets the agreed requirements (handover check).
3. If the Contract stipulates that the previous sentence does not apply, the Client shall examine the Contractual Performances of IT/TK within 8 weeks after the notice; to this end, continuous functionality testing under (simulated) conditions shall be carried out during 10 consecutive working days.
4. Any defects which arise during the functionality testing shall be recorded in the test protocol or in minutes. If there are only immaterial defects which only jeopardise the intended use of the Contractual Performances of IT/TC insignificantly, Contractual Performances of IT/TC will be taken over.
5. The takeover of partial Contractual Performances of IT/TC shall not limit Client in the claiming of defects of the partial performances which have already been taken over, provided that such defects only emerge based on the interaction with system parts, after taking over the remaining part of Contractual Performances of IT/TC
6. The Contractor shall be obliged to remove any defects that prevent the takeover without undue delay and resubmit such Contractual Performances of IT/TC for takeover. The provisions of previous Sections hereof shall also apply, mutatis mutandis, to the repeated takeover of pertinent Contractual Performances of IT/TC.
7. If needed, the Contractor shall have the right and the obligation to provide additional performance. The obligation to provide additional performance shall not change the agreed delivery / performance deadlines or the legal consequences of delay, if any. In the event of a failure of a second attempted additional performance and expiry in vain of the reasonable deadline provided by Client, we may, at our discretion, either execute the performance at Client expense or at the expense of the Contractor or ensure the execution of the performance, or we may withdraw from the contract. In the case of partial withdrawal, the Contractor is entitled to remuneration only for the Contractual Performances IT/TC which are free from defects and have been taken over and which do not relate to the partial withdrawal provided that they are of economic and sensible use to Client. That shall be without prejudice to the right to compensation for damage.

## **6. Duty to Inspect, Warranty period, Defects Complaint Procedure**

1. If the Contractor provides Client with software components as part of software maintenance, the defects of such software components, and the defects that arose during the interaction of the software (components) with the serviced software are governed by provisions of the servicing contract.
2. If the servicing contract terminates before the expiry of the limitation period, period relevant for defects complaint procedure or for claims arising from defects,, in regard to such defects Client shall have the rights in full extent even after the end of the service contract, till the day of the expiry of the pertinent period or time.

## **7. Open Source / Use of Free and Open source Software**

1. FREE AND OPEN SOURCE SOFTWARE may be included in the supplies of IT/TC only if the Client has agreed to this in writing in advance. This also applies if the applicable license terms of the FREE AND OPEN SOURCE SOFTWARE expressly permit such use in both the original and modified form, or other form. If the Contractor intends to use the FREE AND OPEN SOURCE SOFTWARE in the supplies of IT/TC, he is obliged to immediately inform the Client in writing (i) which components of the FREE AND OPEN SOURCE SOFTWARE are to be used, (ii) which intellectual property rights and license conditions are applicable and provide them to the Client in a copy, as well as (iii) expressly confirm to the customer that no so-called COPYLEFT-EFFEKT, on the basis of which the supplies of IT/TC as a whole or in their essential parts could constitute a FREE AND OPEN SOURCE SOFTWARE. In particular, the Customer expressly confirms that no proprietary software components are based on COPYLEFT-EFFEKT. If the use of the FREE AND OPEN SOURCE SOFTWARE is permitted in accordance with this Section, the supplier is obliged to ensure that the use of the FREE AND OPEN SOURCE SOFTWARE does not restrict proper use of the delivery items of IT/TK by the Customer and the companies of the VOLKSWAGEN Group. The Supplier shall provide information on points (i) and (ii) in a form specified by the Client.
2. In the event that Contractor leave to the Client supplies of IT/TC which contain FREE AND OPEN SOURCE SOFTWARE without prior consent of the Client, or if this consent is based on incomplete or incorrect information of Contractor in the sense of the previous Section, the Customer is entitled to withdraw from the contract or request a replacement of a FREE AND OPEN SOURCE SOFTWARE with other equivalent proprietary software.
3. The Client is not responsible for the use of FREE AND OPEN SOURCE SOFTWARE against third parties and Contractor is obliged to indemnify any third party claims instead of the Client

## **8. Licensing Audit**

1. The Contractor shall only be entitled to carry out licensing audits (inspections of compliance with regulations governing user rights to software provided by the Contractor) if
  - a. there is a reasonable suspicion that Client have exceeded the conditions concerning user rights;
  - b. the Contractor has notified the reasonable suspicion in writing at least 2 months prior to the audit;
  - c. the audit is to be carried out solely by a third party that is a lawyer or tax consultant and that has the statutory obligation to maintain confidentiality, including Client employees, without the third party having separate access to Client systems; and
  - d. the date and time of the audit and the method of conducting the audit have been agreed with Client duly and at least 2 weeks in advance.
2. During an audit, the Contractor shall not be entitled to copy any data, unless Client has granted express consent to the Contractor on a particular case-by-case basis.

The date of last update

Bratislava 2 November 2021