



General Terms and Conditions for Services of CGI Deutschland B.V. & Co. KG

A. General part

1. Scope and contract conclusion

- 1.1. For contracts between CGI Deutschland B.V. & Co. KG and all companies affiliated with it pursuant to Paras. 15 et seqq. AktG (hereinafter referred to as "CGI") and Customer for the provision of consulting and support services, including the preparation of concepts, documentation, studies and analyses ("**Consulting Services**" or "Services"), as well as the preparation or creation of deliverables for Customer, the delivery of works according to Customer-specific requirements ("**Project Orders**" or "**Development Orders**"), including the development of Customer-specific software (collectively referred to as "**Delivery**"), these General Terms and Conditions for Services ("**GTC**") shall apply. In the case of purchase (license) of pre-existing or standard software, software maintenance or application operation for IT systems by CGI, the purchase or leasing of hardware as well as for employee assignment services ("Arbeitnehmerüberlassung"), only the general part of these GTC shall apply; Specific Terms of these GTC shall be provided by CGI upon request for specific orders. In the event of the provision and/or transfer of Software as a Service (SaaS), Part E. of these GTC shall apply exclusively.
- 1.2. CGI shall be bound by offers for four weeks, unless the offer is expressly designated as subject to change, indicative or non-binding.
- 1.3. A legally binding contract shall be concluded upon timely receipt of the proposal counter-signed by Customer or upon signing of a contract by both Parties, and in any event no later than when CGI commences performance with the Customer's knowledge or consent or upon the Customer's request.
- 1.4. After the conclusion of a contract, these GTC shall also become the basis of all future contracts between the Parties and shall be deemed to be known to both Parties and validly agreed, even without renewed express inclusion in further contracts, unless expressly agreed otherwise. The same shall apply to individual contracts, assignments or Statements of Work (SoW) which have CGI Deliveries as their subject matter.
- 1.5. Customer's general terms and conditions shall not apply, even if they are not expressly contradicted or not contradicted in each individual case, unless CGI has expressly agreed to their application in writing. This shall also apply if CGI commences the provision of services in the knowledge of Customer's terms and conditions that are contrary to or deviate from these GTC.

2. Vicarious agents and place of performance

- 2.1. CGI shall be entitled to involve qualified third Parties as vicarious agents for performance of services without the prior consent of the Customer, unless the consent of the Customer is required by law.
- 2.2. The place of performance shall be Customer's registered office unless otherwise agreed. CGI may, at its own discretion, also perform parts of the Services from its own offices/locations, unless presence at Customer's registered office is required.

3. Dates, deadlines, delays and force majeure

- 3.1. Dates and deadlines are non-binding unless they are expressly agreed as binding in writing.
- 3.2. If Customer does not provide a cooperation contribution, does not provide it in time or does not provide it completely, bindingly agreed deadlines and service periods of CGI shall be extended accordingly. If Customer's delay leads to additional expenses for CGI, Customer shall remunerate CGI for such additional expenses in accordance with the agreed and, if not agreed, CGI's standard hourly/daily rates. CGI shall promptly notify Customer of the delay and of any additional costs and expenses already incurred or likely to be incurred.
- 3.3. CGI shall only be in default with its obligation to perform if Customer has previously reminded CGI in writing and has unsuccessfully set a reasonable deadline for performance. In addition, a delay shall only exist if the delay is not merely insignificant and has demonstrably led to impairments or damages at Customer's premises and has not been contributed to by Customer.
- 3.4. If the performance of a contractual service or cooperation contribution is only possible with a delay or temporarily impossible for one Party due to circumstances that lie outside the Party's area of risk (cases of force majeure, e.g. labor disputes, acts of war or terrorism, weather-related influences, a network failure for which neither Party is responsible), agreed deadlines shall be extended by a period corresponding to the duration of the existence of this circumstance. The affected Party shall immediately inform the other Party in text form about the temporary impossibility to provide the service. If these circumstances exist permanently for a period of more than 90 calendar days, either Party may terminate the contract in writing with immediate effect without notice. In this case, Customer shall pay CGI reasonable compensation for services already rendered as well as compensation including costs and expenses already incurred by CGI in connection with the rendering of services.

4. Remuneration and payment terms

- 4.1. Unless otherwise agreed by the Parties, the agreed remuneration shall result from the proposal. CGI shall invoice Services rendered in accordance with the agreed payment schedule. Services of CGI (a.) for which a remuneration has not been agreed, (b.) which are additionally provided at Customer's request but the remuneration of which is not fixed (Additional Services) or (c.) which are provided on a time and material basis, shall be invoiced according to CGI's standard hourly/daily rates on a time and material basis, unless agreed otherwise.
- 4.2. The CGI standard daily/hourly rates, which CGI generally charges for consulting and services per person day/hour in accordance with its respective company-specific valid price lists, are available to Customer at the beginning of the project or may be requested at any time. CGI may reasonably increase the standard hourly/daily rates on an annual basis in consultation with Customer.
- 4.3. CGI standard daily rates are based on a working day of 8 working hours on working days (Monday to Friday between 8:00 a.m. and 6:00 p.m. with the exception of the public holidays applicable at the place of performance; work on public holidays and at night will be invoiced with a

surcharge of 100%). Services exceeding 8 hours per day as well as work on public holidays and at night can only be invoiced with the prior consent of the Customer. On-call time will be billed at 25% of the respective hourly/day rate during on-call time and at 100% when services are rendered during on-call time. Travel time shall be compensated to CGI at the agreed or, if not agreed, the CGI standard daily/hourly rates.

- 4.4. All taxes, levies, duties and costs of payment transactions incurred in connection with the provision of services shall be borne by the Customer. All remuneration services are subject to the respective legally valid value added tax.
- 4.5. Customer shall compensate CGI for out-of-pocket expenses, including but not limited to expenses, travel and accommodation costs of CGI employees, which are necessary for the provision of services by CGI or have been arranged by Customer.
- 4.6. Invoiced amounts are due immediately and without deduction and are payable within 30 calendar days of receipt of invoice. Effort-based services, i.e. services rendered on the basis of daily/hourly rates, shall be invoiced monthly in arrears.
- 4.7. In the event of a delay in payment, CGI may charge Customer interest on arrears at a rate of 9 percentage points above the prime rate of the European Central Bank per annum. In addition, CGI may set Customer a deadline of at least 14 days in the event of a delay in payment, threatening to discontinue further performance of services if Customer continues to be in default of payment. If CGI suspends the provision of services after the fruitless expiration of the deadline, CGI may charge Customer for additional costs and expenses incurred in the course of the suspension of services. During the delay in payment para. 3.2 applies. In the event of repeated default of payment, CGI is entitled to provide services only against advance payment.
- 4.8. Customer may set off its own payment claims against CGI or assert a right of retention only to the extent that its claims have been finally adjudicated, are undisputed or acknowledged.

5. Retention of title

CGI retains title and all rights in any Deliverables until they have been paid for in full. Unless otherwise expressly agreed in writing, Customer is granted non-exclusive, non-sublicensable, geographically unrestricted rights to use the Deliverables for internal purposes of Customer and its affiliates to the extent necessary for the performance of the Agreement (e.g., for further agile development, testing, inspection and training purposes including preliminary use in a productive environment) without the right to commercial use until full payment for the respective Deliverables has been made. Customer shall notify CGI without undue delay in the event of any third Party access to the retained deliverables.

6. Confidentiality, disclosure

- 6.1. The Parties shall maintain the confidentiality of all Confidential Information and shall protect it from disclosure to third parties. Confidential Information is any information which (a.) is neither generally known nor readily accessible to persons who generally deal with information of this kind, either as a whole or in its specific combination and layout, and which therefore has an economic value; and (b.) is subject to confidentiality measures by its lawful owner

which are reasonable in the circumstances; and in respect of which (c.) there is a legitimate interest in maintaining confidentiality. Confidential Information may include, without limitation, knowledge or experience (including software), documents, ideas, knowhow, data or other information, in any form whatsoever, customer or supplier relationships, IT systems used, IT architectures, business structures, analyses, studies, reports or similar documents which are or were created on based on, or which make use of such Confidential Information, provided that at least some such Information is identifiable therein.

- 6.2. Confidential Information excludes any information which:
 - Was known to the receiving Party at the time of its disclosure and which was not subject to any obligation of confidentiality; or
 - Was or subsequently becomes public knowledge without breach of any obligation of confidentiality by the receiving Party;
 - Was made known to a Party by a third party, without the third party having thereby breached any obligation of confidentiality of which the receiving Party was or should have been aware;
 - Was independently created or developed by the receiving Party without use of the Confidential Information.
- 6.3. This obligation shall also extend to the fact that the Parties are collaborating, including the content of any discussions or negotiations between the Parties and the content of any agreements that are yet to be finalised. The Confidential Information may only be disclosed to the Parties' own employees, directors, officers, servants and external advisors to the extent strictly necessary and only where such persons are subject to an obligation of confidentiality prior to such disclosure.
- 6.4. The Parties shall each ensure, via compliance with a suitable procedure, that the Confidential Information is protected from disclosure to third parties, whereby each Party shall apply no less than the usual degree of care that it would apply to its own Confidential Information and in any event no less than the usual degree of care that is generally applied to such Confidential Information. Should a party become aware that the Confidential Information has been disclosed to any unauthorised person, such Party shall notify the other without delay. This obligation shall apply whether or not such Party was at fault in respect of the unauthorised disclosure.
- 6.5. The disclosure of Confidential information to fulfil a statutory duty, a court order, or an administrative order of a public body shall not constitute a breach of the obligation to maintain confidentiality. The disclosing Party shall nevertheless restrict the disclosure to the maximum extent permitted and, to the extent legally permissible, shall promptly notify the other Party of such disclosure.
- 6.6. Unless expressly permitted in writing or required by the nature of the activity performed, each Party is prohibited from copying, transcribing, or summarising the content of Confidential Information and from copying, storing on any media, or creating any derivative work from any data contained in the Confidential Information.
- 6.7. The Parties shall use any Confidential Information received solely for the purposes of initiating or fulfilling the agreement. The Parties shall refrain from economically exploiting or copying the Confidential Information for any other purpose in any way whatsoever, including without limitation by

way of reverse engineering, and whether on their own account or by means of any third party.

- 6.8. Any disclosure of any Confidential Information arising in conjunction with Delivery under the agreement (including any program code), whether in words, written media, images, or sounds, in any electronic or physical party, by either Party or any third party engaged on its behalf, requires the express, written consent of the other Party.

7. Rights to data

- 7.1. Customer is and shall remain the owner and exclusive rights holder of its contributed or transmitted data and all data processing results thereof (e.g., resulting databases or derivatives; collectively, "**Customer Data**"). During the term of the Agreement, Customer may, in consultation with CGI, access, download and export its Customer Data or restrict or prohibit the processing thereof for the performance of the Agreement. CGI cautions, however, that delivery success without a quantitatively and qualitatively sufficient database may result in delays or deficiencies in performance. Customer is responsible for providing adequate test data.

- 7.2. Upon Customer's request, CGI shall transfer Customer Data to Customer in a customary data format within 2 months after termination of the Agreement and shall then delete such data, unless applicable laws require CGI to continue to retain such data, in which case deletion shall occur after the end of the retention period.

8. Data protection and data security

- 8.1. The Parties shall comply with the applicable data protection laws on the protection of personal data and - where applicable - the provisions on the protection of social data and secrecy of telecommunications and banking. If CGI processes personal data on behalf of Customer within the scope of the contractual relationship (commissioned processing), the Parties shall enter into a separate agreement on commissioned processing that complies with the legal requirements of the GDPR. Regardless of whether a commissioned processing takes place, Customer shall ensure that CGI is only granted access to or receives personal data that may lawfully be processed by CGI. CGI is not required to verify the lawfulness of the data processing.

- 8.2. CGI shall process Personal Data in accordance with instructions only on the basis of a commissioned processing agreement with Customer. CGI presupposes that the processing of personal data is thereby (a.) the essential purpose of the contractual obligation and/or (b.) the provision of the service is impossible without the processing of personal data (e.g. hardware hosting or application operation services) and that a commissioned processing agreement is not merely a blanket safeguard for Customer. CGI shall therefore not be liable if Personal Data is made accessible in the context of projects without appropriate authorization or in disregard of a purpose limitation (e.g. the provision of Personal Data for testing purposes or the lack of sufficient technical and organisational measures enabling CGI's employees to access Personal Data without sufficient legitimation).

- 8.3. Customer shall indemnify CGI against claims of third Parties, including claims of data subjects or official measures including fines, which are based on the fact that the contractual processing of personal data was unlawful.

The above indemnification claim shall also cover the costs of legal defense.

- 8.4. The Parties shall impose data security and data protection obligations on the employees and third Parties working for them by means of suitable contractual agreements.

9. Liability

- 9.1. CGI shall be liable on a statutory basis in case of intent, gross negligence, for claims under the Product Liability Act, assumed warranties and in case of loss of life, bodily injury or or loss of medical amenity. Statements made by CGI in brochures, advertisements, papers and on the CGI website are no warranty statements and do not contain any assurance of properties.

- 9.2. Apart from that, CGI shall only be liable for slight negligence in case of breach of cardinal obligations limited to the amount of the foreseeable damage typical for the contract. Cardinal obligations are those whose fulfillment is necessary to achieve the purpose of the contract and on whose compliance the contractual partner may regularly rely. Unless otherwise agreed, the respective total remuneration (net) agreed in the individual contract (assignment, SoW or similar) shall be deemed to be the foreseeable damage typical for the contract; in the case of continuing obligations or longer project contracts, the annual total remuneration (net). Liability without fault is excluded.

- 9.3. The Customer may only claim damages in lieu of performance pursuant to Para. 281 German Civil Code (BGB) or reimbursement of expenses pursuant to Para. 284 German Civil Code (BGB) after it has first set CGI a reasonable deadline for performance or subsequent performance with the declaration that it will refuse acceptance of delivery after expiry of the deadline, and performance has not taken place within the deadline set. Claims for damages within the meaning of these GTC also include claims for reimbursement of futile expenses.

- 9.4. CGI shall be liable in cases of data loss only if the damage would have occurred even if backup copies had been made regularly, i.e. at least at 24-hour intervals, and depending on the risk. Furthermore, liability for data loss shall only exist if the Customer has ensured through appropriate data backup measures that the data can be reconstructed with reasonable effort from data material that is kept available in machine-readable form.

- 9.5. CGI's liability for loss of profit, expected savings or wide consequential harm caused by a defect is excluded, unless caused by intent or gross negligence.

- 9.6. The limitations of liability or limitations of liability pursuant to the foregoing clause 9.2 to 9.6 shall also apply to the non-contractual liability as well as for vicarious agents, employees, legal representatives or bodies of CGI.

- 9.7. In the relationship between Customer and CGI, it is Customer's sole responsibility to observe the deliverables and other services delivered by CGI after they have been placed on the market (product observation obligation) and to react to any hazards or risks.

- 9.8. CGI shall not be liable to the Customer for any damage caused by the fact that the third Party companies engaged and involved by the Customer do not perform their services, perform them late or do not perform them properly.

- 9.9. CGI's liability shall take into account any contributory negligence on the part of Customer, e.g. also due to

delayed, defective or non-performance of cooperation contributions.

- 9.10. Customer's claims shall become time-barred, unless they include personal injury resulting from at least a negligent breach of duty by CGI or its vicarious agents, employees, legal representatives or organs of CGI, and unless other damages are due to intentional or grossly negligent breaches of duty by CGI, in two (2) years, commencing at the time the claim arose and Customer became aware of the circumstances giving rise to the claim or should have become aware of such circumstances without gross negligence.

10. Export controls

- 10.1. Customer acknowledges that CGI's performance of the Agreement is subject to the existence of the following conditions:
- CGI has received all permits ("Permits") required by the governmental entity or entities having the authority to approve the export and re-import; and
 - upon request, Customer shall provide CGI with all necessary documents, in particular International Import Certificates (IIC) and End-Use Declarations (EVE), required to obtain the permits.
- 10.2. The Customer is entitled to export, re-import the Services, whether directly or indirectly through intermediary third Parties, only after obtaining the necessary permits.
- 10.3. In the event that CGI's performance is not provided or is delayed due to (i) a prohibition under foreign trade law, (ii) the non-granting of a required approval under foreign trade law or (iii) the delay of the official approval procedure under foreign trade law, CGI's liability for damages shall be excluded. This shall not apply in case of intentional or grossly negligent causing of (i) the non-granting of the approval or (ii) the delay of the approval procedure by CGI or its legal representatives or vicarious agents.

11. Integrity

Customer shall comply with the statutory provisions on combating corruption. In particular, Customer warrants that it will not offer, promise or grant any improper advantages to employees of CGI or persons closely associated with them. The same prohibition shall extend to employees of Customer, its vicarious agents and other third Parties acting on Customer's instructions.

12. Disputes and applicable law

- 12.1. The Parties shall endeavor to settle any disagreement with respect to the Contract amicably with the participation of their directors or other authorised representatives.
- 12.2. These GTC and proposals or contracts referring to them (orders, individual contracts, SoW or similar) are subject to German law excluding the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction for all disputes is Munich.

13. Miscellaneous provisions

- 13.1. These General Terms and Conditions underlying a proposal or contract (orders, individual contracts, SoW or similar) constitute the entire agreement and shall replace all previous agreements, proposals and declarations with regard to the respective subject matter of the agreement; no oral or side agreements shall exist.
- 13.2. The following order of precedence shall apply to the contractual agreements concerning the contractual

relationship:

- Mutually agreed provisions between the Parties individually (if any),
 - the CGI proposal; if applicable, accepted by Customer without reservation,
 - these GTC and
 - in addition, the statutory provisions apply.
- 13.3. Contract amendments or changes shall be made by declarations at least in text form as defined by the German Civil Code, from which the legally binding nature of a declaration is unambiguously and permanently documented (DocuSign, signed PDF document, etc.). Communication in text form (in particular by e-mail in the context of general business transactions) shall in principle not be deemed a binding or legally effective declaration and shall serve only for informative communication of intentions or considerations.
- 13.4. Customer is not entitled to assign claims or to transfer the contract to third Parties without the express consent of CGI. Third Party rights in the sense of a contract in favor of third Parties shall not be created by the contract. CGI shall be entitled to have the subject matter of the Agreement performed in whole or in part by companies of the CGI Group or to transfer the same to companies of the CGI Group as a whole.
- 13.5. Should individual provisions of the agreements made between the Parties be invalid or unenforceable, the remaining provisions shall remain valid. The Parties shall replace invalid provisions with valid ones that come as close as possible to the economic purpose of the invalid provision. The same shall apply to gaps in the contract.

B. Special part

14. Performance determination and delivery

- 14.1. If the Services and Deliveries have not been sufficiently specified at the time of the conclusion of an agreement, CGI shall prepare a specification in accordance with the requirements communicated by Customer and shall submit it in draft form to Customer for review and coordination. Customer shall check whether its requirements are correctly and completely reflected in the draft specification. If no approved specification is available, CGI may suspend the performance of the Services until such approval is given or may perform the Services conscientiously in good faith with due regard to custom and practice in a manner and quality that is in accordance with good industry practice for this purpose.
- 14.2. CGI shall perform its Services and Deliveries for Customer in accordance with the agreed specification, in observance of the proposal. Unless expressly agreed in writing in the specification, objective requirements for Digital Products, in particular durability, functionality, accessibility, continuity, compatibility and security are expressly not agreed and are not owed by CGI. CGI shall deliver to Customer the required updates to such Digital Products during the applicable period specified in writing in the Specification. Customer shall be solely responsible for promptly installing or providing such Updates to its own customers and end users, together with information as to the consequences of failure to do so.
- 14.3. CGI shall not be obliged to deliver any particular outcome in the form of a work result that can be accepted, unless this has been expressly agreed in writing. If the Parties

agree that Services and Deliveries are to be delivered on a time and material basis, or where the creation of a concept according to the Customer's specifications is owed, these shall be deemed to be Consulting by default. CGI shall perform Consulting Services with due care and in accordance with the good industry practise. If the Parties agree that CGI shall procure documentation of third Party software, CGI shall only deliver the manufacturer's documentation to Customer.

14.4. If the Parties agree to implement Delivery in accordance with agile methods (SCRUM or similar), both Parties shall agree on a detailed planning for the determination of targets (product backlog, sprint targets, other target setting) at the latest at the beginning of the project. Where CGI performs the Services on a time & material basis, the Parties shall agree on suitable progress measurement points (milestones, sprint targets or similar) to achieve performance targets in order to be able to measure and determine the progress of performance. In the absence of agreed measurement and target specifications, CGI shall owe only general consulting services. If work results are to be the subject of the performance of services in agile projects, suitable milestones (or sprint targets) shall be defined for this purpose in advance. If a fixed price or a compensation cap has been agreed, project progress-based compensation shall be paid upon achievement of milestones or sprint targets, if no regular billing based on time and effort takes place. With the start of each further sprint or milestone, completed milestones or sprints are deemed approved and completed.

14.5. CGI shall perform the Deliveries and Services on the basis of the law applicable at the time of the conclusion of the contract. If the legal situation changes during the term of the agreement and if changes become necessary for CGI's performance of the services as a result thereof, such changes shall be made in accordance with the Change Request Procedure agreed upon in clause 18.

15. Project governance and meetings

15.1. CGI shall be the responsible point of contact for Customer for the Services and Deliveries for which it is engaged, even if CGI uses third Parties to provide the Service and Deliveries, unless the cooperation with third Parties is at the instigation of Customer or the commissioned third Parties are not vicarious agents of CGI.

15.2. Upon entering into the agreement, the Parties shall each appoint a contact person and a deputy. The contact persons of the Parties and their deputies shall be authorised to receive all declarations in connection with the provision of services. They are entitled to take binding decisions for the respective Party or bring about such decisions as may be required. If the Parties agree to implement the contractual performance in accordance with agile methods (SCRUM or similar), both Parties shall determine the conception and execution responsibility as well as, in particular the SCRUM master, the Scrum team and product owner within the framework of the project organisation and shall define the involvement and performance obligations of each Party for the respective project progress.

15.3. CGI shall regularly inform Customer about the progress of the performance of the Project or Services.

15.4. In the case of longer-term cooperation the Parties will meet regularly to discuss the status of Delivery and decide on

any necessary adjustments. Unless otherwise agreed, meetings will be held monthly and status reports will be delivered monthly. The Parties will convene a project meeting at the request of either Party to update each other on progress. Minutes shall be taken of the content and outcome of such meetings. Specific required meetings within the applied implementation methodology (daily scrum, stand-up meeting, timeboxing or similar) shall be observed.

15.5. Where Parties are unable to reach agreement on specific items in joint discussions, they will escalate such items and, if necessary, submit them to their management for agreement. Such submission to management shall be made within one week of such meeting.

15.6. CGI shall provide the Services and Deliveries as an independent company and is free to work for other Customers as well as provide services with similar tasks. In doing so, CGI shall be free to determine the manner of performance of the Agreement within the contractual limits. The Parties agree that the Agreement does not establish an employment relationship or cooperation between Customer and CGI or any employee of CGI.

16. Personnel

16.1. Each Party shall be responsible for ensuring that the employees it engages comply with the respective Party's rules and guidelines in force at the business premises (place of performance), if the latter have been informed of the existence of the same in advance. Each Parties' respective employees shall be subject exclusively to the right of instruction and control of the Party employing them. No personnel of one Party shall be integrated into the operations of the other Party.

16.2. CGI will use qualified personnel for the provision of services and will decide itself which employees will be used or replaced, as long as the quality of services is not negatively affected by this.

16.3. Customer may request the withdrawal of individual employees deployed by CGI within the scope of the performance of services, provided that substantiated reasons are given. CGI may refuse to agree to the withdrawal if no comprehensible reason has been given. Costs and expenses incurred by CGI as a result thereof shall be borne by Customer, unless there are material reasons for the replacement relating to the professional or personal suitability of the employee concerned.

16.4. CGI will communicate with Customer regarding the vacation scheduling of employees engaged and will attempt to coordinate vacation periods with Customer. Customer's consent is not required.

16.5. Neither Party shall, until the expiration of 12 months after the complete performance of the contract, hire personnel of the other Party or directly or indirectly entice away personnel of the other Party for the purpose of employment or other cooperation without the written consent of the other Party. For the purposes of this clause, personnel means any employee and any other person working on the project.

16.6. For the event of a breach of clause 16.5 above the Parties agree that the infringing Party shall pay a contractual penalty to the other Party. The contractual penalty shall amount to a sum to be determined at reasonable discretion for each individual case, but at least € 25,000, which shall be subject to review by the competent jurisdiction in the event of a dispute. The Parties agree that this represents compensation for the costs of hiring and training an

adequate replacement. The Parties agree that the allegedly infringing Party must demonstrate and prove that there was no solicitation. The claim for payment of the contractual penalty shall not exclude claims for compensation for any further damage.

17. Customer's cooperation contribution

17.1. In order to ensure proper performance under the agreement, Customer shall fulfill its duty to cooperate:

- Provide all required cooperation contributions in a timely manner, in full and free of charge for CGI,
- Provide or make accessible all information required for proper performance to CGI no later than the commencement of the Project;
- Fulfil or coordinate all necessary cooperation contribution to ensure that CGI's Delivery can take place and coordinate its own employees to the extent necessary to enable the required cooperation;
- Provide access to its premises, and provide all necessary permissions and access rights for CGI's personnel, schedule IT system times as required, and, to the extent that Delivery takes place at Customer premises, provide a suitable workplace including all necessary network infrastructure; and
- Promptly notify CGI of any required changes.

17.2. Customer shall ensure that its employees supporting CGI in the performance of the Services are available at the agreed times. Customer shall be responsible for ensuring that its employees have the necessary knowledge, skills and experience to perform the tasks assigned to them and to provide the relevant information.

17.3. Customer's duties to cooperate shall include, in particular, creating all conditions in its sphere of operation that are necessary for CGI to properly perform its services. Unless otherwise agreed, Customer shall in particular:

- Provide such test data and test environment as may be specified for acceptance testing at the agreed times;
- Prepare the premises where Deliverables are to be implemented, parameterised, adapted to Customer requirements or installed;
- Procure all necessary software licences for any third-party software licences or obtain the necessary third-party consents to enable CGI's use of such software;
- Where specifically required, provide effective and functional remote access;
- Backup and verify Customer data, before and for such time as such data is to be used for the purposes of CGI's Delivery.

17.4. Should Customer become aware that CGI is relying on incorrect assumptions or that Customer's instructions are incorrect or incomplete, Customer shall inform CGI thereof in text form without undue delay.

17.5. If CGI is prevented from performing due to circumstances for which Customer is solely or substantially responsible (e.g. Customer does not provide a cooperation contribution, does not provide it in time or does not provide it sufficiently), CGI shall be entitled to the remuneration that would presumably have been payable during the period in which this circumstance existed. Notwithstanding the foregoing, CGI shall deduct such sums as CGI has received or would have been entitled to receive due to the (temporary) release or alternative use of its labour during such period. Any agreed times and deadlines applicable to CGI shall automatically be extended by a reasonable period.

17.6. The Customer shall be liable for any accidental loss or (partial) damage to any Deliverables following the transfer of risk.

18. Change of services (Change Request)

18.1. Either Party may propose a change or amendment of the contractual performance (change request). . In the case of a contract for specific works, Change Requests shall be issued in a timely manner and in any case in advance of delivery of Deliverables for acceptance, failing which, such Change Request shall be treated as an addition to the scope.

18.2. CGI shall inform Customer if, after CGI's evaluation, the Change Request requires additional effort or additional time and/or if the Change Request has more than an insignificant impact on the personnel or resources used. Customer will engage CGI to perform a specific analysis of such effects in the event that the review entails significant additional effort. CGI may make the commencement of its review of the Change Request conditional upon the issue of such order.

18.3. In the event of a change or amendment to the scope, the originally agreed remuneration and timelines shall be appropriately adjusted taking into account the time and effort incurred by CGI in reviewing the Change Request and the services adjusted in accordance with the Change Request.

18.4. If, after reviewing a change request, the Parties agree that no change in performance is to be made, the Customer shall remunerate CGI for review of the change request in accordance with the agreed hourly/daily rates or, in the absence thereof, in accordance with the standard hourly/daily rates, provided that the effort involved was not merely insignificant.

18.5. Should the Parties agree on a change of Services or Deliveries, they shall agree on the scope and details of the Change of Services or Deliveries in writing. As long as the Change Request including the remuneration, the time schedule and the delivery dates have not been agreed in writing, CGI shall not be obliged to deliver the amended scope. Until a Change Request is agreed or if no agreement is reached thereon, CGI shall continue to perform the Services as originally agreed.

19. Acceptance

19.1. If CGI provides specific Deliverables for Customer requiring acceptance, the applicable provisions of the German Civil Code governing contracts for works ("Werkvertragsrecht") shall apply subject to the following provisions. A Deliverable is the result of the performance contractually agreed with Customer, which at the end of the performance of the work is to meet certain requirements under the contract for work; such Deliverable may consist of hardware, software, the development of program code in accordance with Customer-specific requirements as Customer-specific software or a combination thereof. Deliverables shall be expressly agreed by the Parties. This also requires the precise definition of acceptance criteria and acceptance processes in the contract. Deliverables shall be accepted by the Customer in accordance with the following clauses 19.3 - 19.6. The work to be performed by CGI shall only be deemed to include Deliverables ("Werkleistungen") if the Parties have expressly agreed so in writing (clause 14.3).

19.2. Acceptance confirms that the agreed Deliverables have

- been produced in accordance with the contract.
- 19.3. CGI will define acceptance tests at the beginning of the development phase to be reviewed and approved by Customer prior to deployment for acceptance. Acceptance tests describe the processes and procedures that the Deliverables are required to undergo in order to establish whether the Deliverables function appropriately in a test environment, making use of test data via the specified test steps to fulfil the acceptance criteria. Tests other than those agreed via the acceptance procedure shall not be used to determine whether a Deliverable meets the acceptance criteria.
- 19.4. CGI shall notify Customer of the provision for acceptance and the readiness for acceptance with respect to the respective Deliverables. CGI may request the acceptance of partial Deliverables, provided that such partial Deliverables represent a clearly defined portion of the Delivery or the Parties have agreed on this.
- 19.5. Customer shall declare acceptance of the Deliverables provided without undue delay, at the latest seven (7) calendar days (test period) after provision for acceptance and receipt of the notice of readiness for acceptance, unless the Parties have individually agreed on a longer acceptance period. CGI shall be entitled to participate in any acceptance, partial acceptance or performance of acceptance tests.
- 19.6. Deliverables shall be deemed to have been accepted if they have successfully passed the defined acceptance tests and the Customer has not notified CGI within the period specified in clause 19.5 of any defects that would prevent acceptance (notification of defects) or if productive use takes place over an extended period of time. The notification of defects shall be subject to clause 21.3 accordingly. Defects preventing acceptance are any defects that prevent that the Deliverable as a whole or parts thereof cannot be used or which, in the case of important functions, cause significant restrictions in use. Defects that do not prevent acceptance are those that have already been identified by Customer during the course of the cooperation prior to the performance of the acceptance test and which have not been reported to CGI or which are insignificant. The assignment of defects to a defect category shall be carried out by CGI.
- 19.7. If Customer rightfully refuses acceptance, CGI shall remedy the defects preventing acceptance within a reasonable period of time and again notify Customer in text form that it is ready for acceptance. The Parties shall then repeat the acceptance test with respect to the parts not yet successfully accepted in accordance with this Section 19.
- 19.8. Deliverables shall be deemed accepted in any case if CGI has set the Customer a reasonable deadline for acceptance after completion of the work and the Customer has not refused acceptance within such deadline, stating at least one defect preventing acceptance. Productive use without acceptance is not permitted.
- 19.9. If CGI's performance consists of the preparation of concepts, documentation, studies or analyses, the provisions of clause 20.2 apply, provided that a review of the result by Customer has been agreed.
- 20. Results of consulting services**
- 20.1. Consulting services to be provided by CGI are not subject to acceptance. CGI may in individual cases provide draft documents created as a result of consultancy services (such as documentation, concepts, studies, analyses or presentation of findings) to the Customer. If Customer does not notify CGI of a request for correction within seven (7) calendar days after receipt of such documents, they shall be deemed final. Otherwise, CGI will re-submit the final documents within a reasonable period of time, taking into account Customer's correction requests.
- 20.2. Where the Parties have expressly agreed in writing that CGI is required to submit its findings in a particular instance as documented results, the Customer shall review and approve such documented results within seven (7) days of their submission of the version for final review (to the extent possible, in a textual medium such as an attachment to an e-mail, provided that the resulting documented results do not give rise to any substantial objection on the part of the Customer. CGI must be notified of any material objections within the period specified in the preceding sentence. Clause 19.6 shall apply accordingly. Documented results shall be deemed to have been approved unless Customer has raised any material objections in text form within the period specified in sentence 1. Following receipt of any substantial objection, CGI shall adjust the Documented results within a reasonable period of time and make them available again, taking into account Customer's requests for corrections.
- 20.3. Documented results are not subject to acceptance and do not entitle the Customer to a reduction in remuneration or requests for rectification. Reimbursement of expenses and damages shall be excluded, in particular because documented results are, by nature of the task at hand, not intended to fulfil specific wishes or expectations of the Customer.
- 21. Customer rights in respect of defects**
- 21.1. To the extent that CGI is responsible for delivering under a contract for works, Customer's sole remedies in respect of any defect shall be as set out at clauses 21.2 - 21.8 below.
- 21.2. CGI warrants that the Deliverables will fulfil the agreed specification and are free from defects that prevent or substantially restrict their usability. Unless expressly agreed in writing in the specification, objective requirements for digital products, in particular durability, functionality, accessibility, continuity, compatibility and security, are expressly not agreed and not owed by CGI. CGI shall deliver to Customer the required updates to such digital products during the applicable period specified in writing in the specification. Customer shall be solely responsible for promptly installing such updates or promptly providing such updates to its own customers and end users, together with information as to the consequences of failure to install such updates. Defects which do not materially reduce the value or fitness for purpose of any Deliverable are not subject to this warranty. A defect shall be deemed immaterial where the Customer is able to quickly remedy the defect with minimal effort, where such defect can be remedied by way of bug fixes, patches or regular updates without substantially impacting the Customer's operations, or where an effective workaround is available.
- 21.3. The Customer shall not be entitled to pursue any claims in respect of any defect outside CGI's control. Without limitation, CGI assumes no liability in respect of third parties engaged by the Customer in the creation of any Deliverable. For the purpose of analysis of the cause, Customer shall report a defect and the circumstances in which the defect

occurs in a comprehensible form, providing information useful for the identification of the defect, so that it is possible for CGI to verify and exclude an operating error or causes outside CGI's responsibility. Such information shall include details of the steps in a workflow or the program's functionality where errors have occurred and how such defect became apparent through the display of error messages. Should the Customer not fulfil the obligation set out above, CGI shall not be liable for rectification of the defect. The Customer shall provide CGI with all necessary assistance in diagnosing and rectifying defects.

- 21.4. CGI shall rectify any properly reported defects at no additional cost to the Customer during its standard business hours (Monday to Friday from 8 a.m. to 6 p.m., excluding any public holidays at the place of Delivery) and within a reasonable time period and at CGI's sole discretion by way of repairing of an existing Deliverable or creation of a new Deliverable ("Remediation"). Except where agreed to the contrary, CGI shall be free to determine the location at which Remediation takes place.
- 21.5. In the event of any defects, the Customer may only assert its statutory rights (including the right to rectify any defects itself, to withdraw from any contract, or to seek damages) where it has given CGI reasonable notice to remedy the defect, stating that it will reject any remedy following expiry of the notice period in accordance with clause 21.4, and CGI has failed to provide a remedy within the stated notice period. Clause 3.2 first sentence shall apply accordingly; this requirement shall not apply where the setting of a deadline is dispensable. Any claim for damages shall be subject to clause 7 ("Liability"). Should the Customer elect to withdraw from any contract, it shall delete all works provided by CGI, including any software or parts thereof and any associated documentation from all storage media and shall destroy all physical copies thereof or return them to CGI, and shall confirm such deletion or destruction upon request.
- 21.6. The Customer shall not be entitled to asserts its rights in relation to defects where (without CGI's authorisation) it deploys any Deliverables in an unsuitable IT environment or fails to adequately implement interfaces to any associated system, unless it can demonstrate that such circumstances are not the cause of the defect.
- 21.7. Should CGI be engaged as a result of an error report where no defect was present, or where such defect was outside CGI's control as set out at clause 21.3 above, and where the Customer required CGI to remedy such defects while knowing (or where it ought to have known) that CGI was not liable to effect such remedy, CGI shall be entitled to invoice for its effort at its standard hourly or daily rates. This shall further apply where CGI has been engaged to remedy a defect without the Customer providing the information specified at clause 21.3 above.
- 21.8. The limitation period in respect of all defects shall commence upon acceptance and, unless otherwise agreed, shall expire after a period of twelve (12) months unless CGI has concealed such defect in bad faith. Should Delivery consist of the supply of hardware and/or standard software and/or software to be supplied according to the Customer's specification (apps, standard tools, etc.), the limitation period shall commence upon delivery. Defects of title shall be subject to a limitation period of two years from the end of the calendar year in which the defect arose and the Customer became aware of such defect of title or should have become aware thereof in the absence of gross negligence.
- 21.9. Should Delivery consist of hardware and/or standard software and/or software to be supplied according to the Customer's specification (apps, standard tools, etc.), or digital products within the meaning of Para. 327 seqq. of the German Civil Code, a) these do not serve the purpose of providing digital products to consumers ("*Verbraucher*" as defined in the German Civil Code) unless expressly agreed otherwise in writing in the specification and b) CGI provides these in accordance with the agreed specification or the manufacturer's specification and c) CGI delivers the required updates of digital products to the Customer only during the relevant period stated in writing in the specification. The Customer shall be solely responsible for installing such updates without undue delay and for providing such updates without undue delay to its own customers and end users together with information about the consequences of failure to install such updates. Any further quality of the hardware and/or the standard software as well as customer-specific software, in particular objective requirements for digital products, in particular for durability, functionality, accessibility, continuity, compatibility and security is not owed. Para. 327u of the German Civil Code shall apply in the relationship between the Customer and CGI only if the Deliverables are agreed in writing within the specification to serve the provision of digital products to consumers ("*Verbraucher*" as defined in the German Civil Code) and the Customer and/or its further sales partners/ resellers/etc are subject to respective claims by a consumer ("*Verbraucher*" as defined in the German Civil Code).
- 21.10. Third-party software shall, unless otherwise agreed, be delivered in its current version. Notwithstanding any provision of the agreement, the Client accepts the provisions governing claims for defects to be brought against the relevant manufacturers or distributors as set out in the applicable licence. In respect of third-party standard software, CGI shall not be liable for any liabilities exceeding those set out in the applicable licence terms. In the event that the Customer terminates or withdraws from the agreement, CGI shall not be liable in respect of any third-party standard software unless CGI has acquired such software for the Customer in its own name and has expressly assumed liability for such software.
- 21.11. CGI warrants that it owns or is otherwise authorised to assign or transfer such licences in respect of hardware or standard software in accordance with clause 5 of these GTCs, and that such hardware and/or standard software is free from third-party rights that could prevent or hinder the Customer's intended use thereof.
- 21.12. Where hardware is exchanged, CGI shall acquire title in the exchanged hardware unless otherwise agreed. The Customer warrants and represents that CGI shall receive a clear title in respect of such exchanged hardware.
- 21.13. With respect to software, whether standard third Party software, pre-existing CGI software or software created individually for Customer, Customer's claims for defects shall only exist if Customer has installed all software corrections supplied by CGI, Customer uses the software within the agreed environment and in accordance with the specification and Customer has not - subject to Section 22.6 - altered the software without CGI's consent. Customer's attention is drawn to the fact that it is not possible to completely exclude errors in software.
- 21.14. If third Parties assert rights to the deliverables produced by

CGI and if the contractual use is impaired as a result, para. 23 ("Third Party Rights") shall apply.

22. Rights of use

- 22.1. In respect of the results of all works undertaken by CGI subject to intellectual property rights such as copyright (including documentation, concepts, studies, analyses, or presentation of findings but excluding software), the Customer shall receive an exclusive, perpetual, worldwide, unrestricted and irrevocable right to use and exploit such results for its own internal purposes. The use of such results by the Customer's affiliates (within the meaning of s.15 ff. of the German Stock Corporations Act (AktG)) in accordance with the above licence is permitted. The commercial marketing of such results is prohibited.
- 22.2. Should CGI's obligations under the agreement include the delivery of software, CGI shall deliver third-party software in accordance with the licence terms offered by such third party, and subject to any usage restrictions imposed by such third party. No additional rights are granted to the Customer in respect of such standard software.
- 22.3. The delivery of pre-existing CGI software shall be governed by an individual licence in accordance with the Customer's requirements by way of a specific licence agreement between CGI and the Customer, thereby granting the Customer such licence as is necessary to enable the use of the software for the stated purpose. No licence is granted for CGI software other than a simple licence in relation to the use of its object code.
- 22.4. Where CGI develops software specifically for the Customer, the Customer shall receive a comprehensive, perpetual, worldwide, irrevocable licence to use and exploit such Customer-specific software for its own internal purposes. The use of such software by the Customer's affiliates (within the meaning of s.15 ff. of the German Stock Corporations Act (AktG)) in accordance with the above licence is permitted. The Customer shall receive source code of such Customer-specific software upon request in order to enable the Customer to make use of, exploit, or develop such software itself for its own internal purposes after expiry or termination of its collaboration with CGI. The commercial marketing of such software is prohibited. The Customer may assign such licence by agreement with CGI, provided that Customer waives its own right to use such software.
- 22.5. The development of Customer-specific software routinely requires CGI-specific knowledge, experience, tools and pre-existing program code from other CGI solutions. Subject to the confidentiality obligations set out at clause 6 CGI shall therefore be entitled to integrate the Customer-specific software in other software solutions and may expand or extend software solutions with such functionality, and may use or commercialise the resulting software solutions and may develop new CGI standard software derived from such resulting solutions. CGI shall therefore be entitled to prevent any other person (with the exception of the Customer, for the purposes set out at this clause 22) from making use of the Customer-specific software and to use or exploit such Customer-specific software on a perpetual, worldwide, and irrevocable basis and to integrate it into its own software solutions, develop new software solutions derived from such Customer-specific software, and to commercialise such software solutions.
- 22.6. The Customer shall only be entitled to modify the Customer-specific software prior to the expiry of any limitation period governing defects to the extent that such modification is intended to remedy a defect and where CGI has failed to remedy such defect in a timely fashion or has refused to remedy such defect. The Customer may only remedy such defects, or engage a third party to remedy such defects, where the person responsible for such remedy is sufficiently qualified to such end.
- 22.7. The decompiling or reverse engineering of assigned software shall only be permitted for the purpose of ensuring interoperability with other computer programs and only to the extent that the necessary information cannot be obtained in any other way. The Customer shall first request such information from CGI or, in the case of third-party standard software, from the relevant manufacturer. Upon request, CGI shall provide such necessary information to the Customer, specifically details of interfaces to other programs, to be charged on a time and materials basis. Such details shall be treated as Confidential Information and, in particular, may only be disclosed to other service providers engaged by the Customer for the Customer's own internal purposes.
- 22.8. The removal or bypassing of copy protection or similar protective mechanism is only permitted where such protection prevents or restricts the proper and uninterrupted use of the software. The Customer shall bear the burden of proof in demonstrating any prevention of, restriction upon or interruption to such use. Any such removal or bypassing of such mechanisms may only be performed by an authorised third party where CGI has failed to remedy any such incident within a reasonable period. Where the Customer makes use of the services of an authorised third party, the provisions of clause 22.6 shall apply accordingly.
- 22.9. The Customer shall not remove or modify any names, trademarks, serial numbers or other identifying marks, or copyright notices in any standard software or pre-existing CGI software. The Customer shall retain and reproduce all such marks and notices in their original form in all copies of the software.
- 22.10. The Customer shall be entitled to reproduce the user document solely to the extent necessary in accordance with the relevant licences.
- 22.11. The granting of the licence set out at this clause 22 is subject to full payment in accordance with the terms of these GTCs.
- 22.12. The provisions of this clause 22 shall apply accordingly to all works and documentation provided to the Customer in preparation for or during delivery of any contract, including any remediation of any defects and documentations.
- 22.13. Subject to the obligations of confidentiality set out at clause 6.1), CGI shall be entitled to make use of general technical experience, knowledge or know-how developed during Delivery and to make use of or otherwise exploit such experience, knowledge or know-how in future projects of a comparable nature.
- 22.14. Unless otherwise agreed, CGI shall be entitled to use the Customer's name for advertising purposes and to make reasonable use of the Customer's logo online, in print, or in any other medium.
- ## 23. Third party rights
- 23.1. Unless expressly agreed, CGI shall not conduct any patent searches or searches for conflicting property rights. The

- Parties shall inform each other of any third party intellectual property rights of which they become aware prior to and during the performance of the agreement that might conflict with the contractually agreed use or the use required for the purpose of the Services. Nonetheless, CGI shall not be obliged to conduct an examination with regard to a possible infringement under intellectual property law, unless expressly agreed in the individual work order or SoW. The Parties shall decide by mutual agreement in which way such industrial property rights that have become known shall be taken into account.
- 23.2. If third parties assert rights, Customer shall inform CGI thereof without undue delay. CGI shall defend work results against asserted third party rights. Customer shall grant CGI all necessary powers of attorney for this purpose and shall grant CGI all necessary authority for this purpose. If Customer fails to comply with these obligations Customer shall reimburse CGI for any expenses or damages incurred as a result thereof. CGI shall, in its sole discretion and at its own expense, decide on the legal defense and settlement negotiations and shall, at its own expense and at its sole discretion, satisfy any claims asserted and defend such claims in court or terminate such dispute by settlement.
- 23.3. Customer shall not acknowledge any third Party claims without CGI's consent. Customer shall only be entitled to take over the negotiations or legal proceedings if CGI is unable to settle the matter within a reasonable period of time or CGI has agreed to do so in writing. Customer shall cooperate with CGI and provide reasonable assistance in the defense of the claims or the negotiations. CGI shall bear the reasonable costs of Customer's legal defense incurred in this respect within the limits of the German Lawyers' Remuneration Act (Rechtsanwaltsvergütungsgesetz).
- 23.4. To the extent that third Parties assert rights, CGI may, at its own discretion and at its own expense, either modify or replace the Delivery in such a way that they no longer infringe such third party rights, but essentially comply with the agreed scope of services in a manner that is reasonable for Customer, or indemnify Customer from claims against the holder of the property rights in such a way that a corresponding right of use is acquired by CGI from the latter for Customer. If one of the aforementioned solutions is not possible for CGI or is only possible at economically disproportionate conditions, CGI shall have the right to take back the affected Deliveries against reimbursement of the remuneration paid and deduction of the benefits derived.
- 23.5. CGI shall not be liable for the infringement of patents, copyrights or other industrial property rights if (a.) such rights have been applied for, have arisen or have been granted only after performance of the contract, (b.) the affected Delivery is used outside the approved purpose of use, (c.) the affected Delivery has been modified by Customer or a third party not authorised by CGI and the infringement is based thereon, (d.) the Service has been developed on the basis of a concept of Customer that is encumbered by third party rights or the subject matter of the Service includes software, documents, ideas, data or other information provided by Customer that is encumbered by third party rights or (e.) the Service is used together with third party hardware or software that has not been supplied by CGI under this Agreement.
- 23.6. All claims for damages and reimbursement of expenses shall be governed by the provisions of clause 9 ("Liability").
- 24. Contract term and termination**
- 24.1. If CGI owes deliverables, the contract is fulfilled with the production and acceptance of the deliverables. The provision of Para. 648 German Civil Code (BGB) remains unaffected.
- 24.2. For consulting or services, the contract can be concluded for an indefinite period or with a fixed term. If a certain service quota is provided (hourly or remuneration cap), the contract ends when the limit of the service quota is reached.
- 24.3. Either Party may terminate the contractual relationship for good cause. Good cause shall be deemed to exist in particular if (a.) the other Party seriously or repeatedly culpably breaches its contractual obligations and culpably fails to remedy this breach of obligation even after a warning with a reasonable deadline, but no later than 30 days after receipt of the warning, so that the notifying Party cannot reasonably be expected to adhere to the contract; the notifying Party shall describe the breach of obligation in the warning and specify measures required to remedy it, or (b.) insolvency proceedings are commenced against the assets of the other Party (in whole or in part) or where such proceedings are rejected due to insufficiency of assets and the proper fulfilment of the agreement can no longer be expectedPartyParty.
- 24.4. Notices of termination must be in writing and sent to the address expressly stated in the contract (in the absence of such address, to the address known to the Party).