

**General Terms and Conditions of Purchase of AKKA Business Unit Germany for IT Services
Part B: Software Development and Services**

The AKKA Group Germany ("AKKA") is internationally leading in Engineering and Consulting services. AKKA is distinguished by the tightly meshed development and consulting services covering the entire automotive value chain, railway and aerospace sectors. With more than 5000 employees, AKKA is represented in Germany, the Czech Republic, Hungary, China, Turkey and the USA. The company is part of the network of AKKA Technologies SE headquartered in Brussel. The present general purchase conditions apply to the AKKA companies of the Business Unit Germany. The contracting AKKA Company is called "AKKA" in the following.

Clause 1: Object and scope of the agreement

1. General points

These GTC/PIT Special Provisions (Part B) in the form in which they are available at the conclusion of the agreement shall apply to IT services in conjunction with the GTC/PIT General Provisions (Part A), thus forming an integral part of the agreement.

2. Consultancy

The Contractor shall provide the agreed consultancy for the creation of, for instance, expert opinions, analyses, studies, documentation, reports, graphs, charts and images on the agreed dates and shall transfer ownership of the same to the Principal.

3. Support

The object of the service agreement also covers support for the Principal, particularly on the Principal's projects. Such work shall include support with the programming of custom software, system installations, the creation of technical, requirement and functional specifications, as well as support in conducting training activities, tests and acceptance procedures.

Clause 2: Performance of work

1. Content

The relevant brief for the work is specified in the purchase order. The Principal shall provide the Contractor with all the documents, details and data required for the performance of work as specified in the contract.

2. Form and scope

The Principal may provide the Contractor with specific technical instructions for the performance of the work; these shall be binding upon the Contractor. The result of the work shall be submitted to the Principal at the end of each stage and at the end of the work in either printed or printable form and on data media. If the results of work can be reported in the form of presentations, such as expert opinions, analyses, programming work, documentation, reports, specifications and plans, then such work shall be presented and explained to the Principal in the form of final presentations.

3. Performance venue

The venue for the performance of contractual work shall be the Principal's business premises as specified in the purchase order or, if nothing is specified, the Principal's registered office. The Contractor may perform its work on its own premises upon consultation.

4. Brief

The brief for all work shall be provided by the Principal. When starting to perform its work, the Contractor shall ensure that the brief is sufficiently precise and specific for the required work; if this is not the case, the Contractor shall notify the Principal immediately.

5. Observance of schedules and monitoring of progress

All agreed schedules and deadlines are binding unless otherwise agreed in writing. Whether work has been performed on time shall depend on its actual contractually compliant delivery. If the Contractor anticipates that an agreed schedule or deadline cannot be met, it shall notify the Principal immediately, specifying the relevant reasons for the delay in writing (with a handwritten or facsimile or electronic or facsimile signature). Any changes to agreed schedules and dates shall take the form of mutually acknowledged written notification (with electronic or facsimile signature). The Contractor shall report to the Principal regularly on the progress of its work.

Clause 3: Changes to work

This procedure shall always be applied to work that has been agreed at a fixed price. However, the Principal may also apply the procedure to work for which payment has been agreed on a time and materials basis.

1. Principal's change request

The Principal may require changes to agreed work at any time, with regard to both substance and timing.

2. Review of a change request

When the Contractor receives a change request, it shall notify the Principal in writing (with a handwritten or facsimile or electronic signature) within 5 working days whether the change is feasible and how it would impact the agreed work, especially the schedule, expenditure, payment and the need for the Principal's collaboration. If such a review is not possible within 5 working days, due to the complexity or the scope of the work involved, then the Contractor shall notify the Principal immediately, and the parties shall set a mutually agreed deadline for the review. Work under the existing contract shall continue to be performed while a review of the change request is in progress. Work shall only be suspended, either completely or partially, upon written instruction from the Principal. Scheduled dates shall be postponed by the length of the suspension and – if this has been announced in advance by the Contractor – by a suitable lead time. If the review of a change request requires a substantial amount of time and/or resources, the Contractor may charge for the review separately, provided that it has notified the Principal of this circumstance and of the scope of the review immediately and in writing (with a handwritten or facsimile or electronic signature) upon the receipt of the change request and provided that, having received such notification, the Principal still wishes to obtain the review and has confirmed this to the Contractor in writing (with a handwritten or facsimile or electronic signature).

3. Mutual consensus on change requests

Within a further period of 5 working days after the receipt of the review result the Principal shall notify the Contractor in writing (with a handwritten or facsimile or electronic signature) whether its change proposal should still be applicable; if this is the case, the contract shall be updated accordingly. If no such notification is sent within this period, then the contract shall remain unchanged.

4. Special right of cancellation

The Principal may cancel the contract if, after a change request, the Contractor fails to submit a change proposal on schedule and/or a change proposal that is not reasonable for the Principal.

Clause 4: Project organization

1. **Contacts**
Before the performance of work, each party shall specify a contact and a person to deputize for the same. If one of these persons cannot be available for a prolonged period of time, then a replacement shall be specified in good time. Project staff may only be replaced by the Contractor during the contractual term for a significant reason (e.g. sickness or leaving the company). The Principal's project manager and contact and their deputies are authorized to receive and submit all statements in connection with the contract.
2. **Project control and meetings**
The parties shall meet regularly and to the required extent during contractual performance on the Principal's premises or – upon consultation – on the Contractor's premises with a view to discussing the progress of the work.
3. **Staff skills**
The Contractor and its staff are specially qualified for contractual performance and have had sufficient experience with similar work. The Principal may require proof of such qualifications and experience; if this is not available, the Principal may require the replacement of the project manager or of other staff who have been deployed.
4. **Quality assurance**
Contractual performance shall be based on recognized state-of-the-art technology, with due regard to specific professional standards and to standards and quality specifications provided by the Principal. The Contractor shall conduct the contractual work in such a way that quality objectives are implemented in practice while ensuring the high quality of the contractual work. The Principal may inspect the quality management system applied by the Contractor for the contractual work and may do so during normal business hours, or it may delegate such inspections to third parties. On such occasions the Principal or the relevant third party may also view the Contractor's entire project documentation. The Contractor shall continually notify the Principal of its quality management system throughout their collaboration. When delivering the contractual work, the Contractor shall also submit to the Principal complete written documentation of its quality management system and the QM procedures used in the performance of the work, including quality inspections that have been conducted and the relevant inspection results.
5. **To ensure process process and performance quality the contractor warrants that he applies certified quality management systems (for example ISO 9000).**
This also applies for the achievement of adequate information security (confidentiality, integrity and availability of AKKA information and data of all kinds) by the given warranty of the actual state of art technology and appropriate organizational measures. In this regard the customer is entitled to carry out audits at the contractor concerned. Information security incidents which have or may have a direct or indirect impact on AKKA must be reported immediately to AKKA (corporatesecurity@AKKA-group.com).

Clause 5: Usufruct

1. **Principal's ownership and exclusive usufruct**
Where the ownership of all final and intermediate results in respect of the Contractor's work refers to tangible objects, such ownership shall pass to the Principal upon the hand-over of the relevant items; this concerns, for example, service specifications, general specifications, studies, plans, documentation including installation guides, user guides and operating manuals, and documentation of the update procedure and development, reports, presentations, consultation documents, charts, diagrams, images and custom software applications, programs, software customization and special parametrization, including annotated source and object code as well as any intermediate results and tools/utilities created for this purpose and/or any other deliverables created for this purpose (summarily: "Results"). Moreover, the Contractor hereby grants to the Principal the relevant right on these Results upon their creation and no later than their hand-over dates; this right shall be exclusive, fully settled, permanent, irrevocable, open to sublicensing and transferable and shall entitle the holder to use the relevant items without limitations in time, in geographical scope or in substance. This usufruct shall cover all types of use, in particular the storage, loading, execution and processing of data, the editing of data – also by third parties – including irreversible combination with the Contractor's work, the right of duplication and distribution, the right of performance and presentation, both in private and in public, resale rights and the right to make changes, transformations, translations, amendments and improvements. The source code of all final and interim results of the work shall be submitted to the Principal completely and together with the development documentation. The Principal may – both against payment and free of charge – grant sublicences and further rights of use on this usufruct and may also transfer usufruct to third parties, using originals, copies and modified versions without specifying the authors.
2. **Principal's non-exclusive usufruct**
The Contractor hereby grants the Principal the non-exclusive, irrevocable, permanent, geographically unlimited, transferable and fully settled usufruct in respect of the Contractor's intellectual property where such usufruct is required with regard to Results created by the Contractor for the Principal; this usufruct concerns works developed or used on the Contractor's premises before the start of the contract, other copyrights and other unprotected Contractor's knowledge (know-how), know-how acquired by the Contractor or by its agents or employees, as well as standard software applications and development tools ("Contractor's Intellectual Property"). It also includes the reproduction, editing and modification of the Contractor's intellectual property by the Principal or by third parties where this is necessary for the use of the Results.
3. **Standard software**
Notwithstanding clause 5.2, usufruct on standard software may only be transferred to Group companies or third parties and solely for the benefit of the Principal or its Group companies.
4. **Usufruct for customized products**
If the Contractor conducts its own customization on its own software or on third-party software for the benefit of the Principal, it shall grant the Principal usufruct on such software under clause 5.1. Any regulations deviating from this provision shall be agreed in writing for each individual release order, with the proviso that the usufruct given to the Principal on the customized products shall be at least the usufruct specified in clause 5.2 .
5. **Notification duty**
Prior to the conclusion of a contract, the Contractor shall notify the Principal in writing of all standard software applications, development tools and other works (such as documentation required for the development and processing of the results of the work) where such items are used in connection with the development of Results; such items shall be listed in the contract. The Contractor shall specify, in particular, which version was used and whether the software is proprietary or commercially available. "Proprietary" software covers applications that have been developed by the Contractor

itself or in which it holds exclusive usufruct or which can only be obtained from the manufacturer itself and which – unlike commercially available software – cannot be obtained through retailers or intermediaries.

Unless otherwise agreed in the contract, the Contractor shall grant the Principal usufruct under clauses 5.2 and 5.3 on all standard software, development tools and other works.

6. Co-authors

If the Contractor's employees or agents are co-authors, the Contractor gives its assurance that it has acquired from the same the usufruct and rights of exploitation that meet the requirements of clauses 5.1 and 5.2.

7. Rights on inventions

The Principal shall receive from the Contractor whatever rights are required so that it can make free and permanent use of any inventions created in connection with the work. For this purpose the Contractor hereby grants the Principal a non-exclusive, irrevocable, permanent and geographical usufruct whereby the Principal may use either the invention or the Principal's share of the joint invention if such use is required for the use of the work created by the Contractor for the Principal. This includes, in particular, the right of duplication. The production of copies of the invention and the processing and editing of the same shall be permitted if it is required for the use of the work. These rights may be exercised by affiliated Group companies under the German Stock Corporation Act (AktG), section 15, or by third parties solely for the benefit of the Principal or Group companies. This also applies to the Principal's right to transfer usufruct to Group companies and third parties.

8. Continued application

Any sublicences that have been granted and any further usufruct shall not be affected by the cancellation of the contract.

Clause 6: General disruptions and delays to the performance of work

Dates and delivery periods are binding if they have been agreed in writing. The Contractor shall notify the Principal immediately if a delay is likely to occur.

Clause 7 - Compliance with legislation

1. Within the framework of its commercial dealings with AKKA, the Contractor is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by the Contractor or other third parties. In the event of violation of the above, AKKA has the right to immediately withdraw from or terminate all legal transactions existing with the Contractor and the right to cancel all negotiations. The above notwithstanding, the Contractor is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with AKKA.
2. In particular, the Supplier will observe the AKKA Code of Conduct. Available at <https://www.akka-technologies.com/en/our-values>.

Clause 8: Further provisions

1. Severability
Should specific provisions of these GTCPI be or become invalid or unenforceable or should they contain gaps, then this shall not impact the validity of the remaining provisions. In such a case the parties shall replace the invalid, unenforceable or missing provisions by valid ones that are as close as possible to the meaning and commercial purpose of the original provisions and to the parties' intentions.
2. Written form requirement
There are no arrangements that differ from the written agreements between the parties or which go beyond those agreements. Changes and amendments to this agreement shall only be valid if they have been made in writing. The same applies to any waiver of the written form requirement. The Principal shall only accept the Contractor's quotations expressly and in writing; the lack of a response to a quotation shall not be considered as acceptance. Written form within the meaning of these General Terms and Conditions shall only be satisfied through a signed original statement, which shall be either sent by surface mail or by fax. In addition, if the Principal offers a special system for the transmission of documents (e.g. eDocs) and if the Contractor uses this system, then exclusive transmission in this manner shall also be deemed to satisfy the written form requirement. Over and above this, the written form requirement cannot be satisfied through any other means, in particular not through electronic means or through any other written notification with electronic or facsimile signatures.
3. Place of jurisdiction • place of fulfilment
 - a) The exclusive place of jurisdiction for all disputes arising from or in connection with this legal relationship is for both parties to the contract the one to whom the contracting AKKA company has its registered office.
 - b) The law of the Federal Republic of Germany shall apply; the application of the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.
 - c) Unless otherwise stated in the offer of AKKA or in the order confirmation of AKKA, the place of business of the contracting AKKA company shall be the place of fulfillment.

As of December 2018