

## thyssenkrupp - General Terms and Conditions of Purchase for IT Services (GCP IT)

### I. Definitions

Capitalized terms shall have the meanings provided below or elsewhere in these GCP IT:

**Access Software** refers to software required to gain access, in whole or in part, to a SOFTWARE SERVICE.

**Business Hours** shall mean, unless expressly provided otherwise in the order, the period between 08:00 and 18:00 (in the time zone at the CUSTOMER's registered office) on WORKING DAYS.

**Confidential Information** shall include all information about the CUSTOMER or companies of the thyssenkrupp-GROUP which is not publicly known and whose confidentiality results from its nature or from its treatment in the individual case (e.g. by means of locked safekeeping; encryption; restriction of the group of persons authorized to access it), irrespective of whether it is expressly designated or marked as 'internal/confidential/strictly confidential' and irrespective of its embodiment (e.g. verbally, in paper form or electronically) or whether it is linked to non-confidential information. All SOFTWARE DATA are Confidential Information for purposes of this contract. Information is not covered as soon as and to the extent that such information (a) was already public prior to disclosure by the CUSTOMER or (b) later becomes public without the SERVICE PROVIDER being responsible therefor or (c) was made or later is lawfully made available to the SERVICE PROVIDER by an authorized third party without imposition of a confidentiality obligation or (d) was independently developed by the SERVICE PROVIDER without use of CONFIDENTIAL INFORMATION. If the SERVICE PROVIDER invokes any of the foregoing circumstances, it shall bear the burden of proof.

**Documentation** means the technical description of the SOFTWARE/hardware (e.g. process and interface descriptions) and help for the application (e.g. user manual and other user instructions) regardless of the form of their embodiment (e.g. in paper form or online help). The DOCUMENTATION must be written in English and - insofar as it is addressed to end USERS - additionally in the national language of the end USERS and must be readily comprehensible to the intended USERS and enable them to use the supplies/services as agreed.

**Intellectual Property Rights** are, irrespective of registration, all copyrights, patents (including all foreign equivalents), utility models, trademarks, designs, database rights, semiconductor protection rights, know-how and all comparable similar rights, irrespective of the legal system. Also covered are all national and international applications, divisional applications, continuations, continuations in part, re-grantings, verifications, patent renewals, or corresponding applications.

**Malicious Code** is software that triggers functions that are or can be undesirable or destructive with respect to other software, hardware, networks, objects, services, work results, processes or data. This includes in particular viruses, worms, Trojan horses and spyware.

**Software** refers to the software owed by the SERVICE PROVIDER (possibly in the form adapted to the CUSTOMER's needs).

**Software Data** refers to all data stored in a SOFTWARE SERVICE or in the SOFTWARE, processed or generated in the course of its use by or for the CUSTOMER or the USER.

**Software Service** refers to SOFTWARE whose use is offered via online access (e.g. software as a service).

**Standard Software** is software that has been developed for a majority of customers on the market and not specifically for the CUSTOMER including adaptations of the standard software to the CUSTOMER's needs by (modular) configuration, modularization and/or parameterization but not by programming new software code.

**Text Form** means a legible declaration on a permanent data carrier in which the person making the declaration is named and its completion is indicated. Examples: Email, fax.

**thyssenkrupp-Group** refers to thyssenkrupp AG and all its affiliated companies in accordance with sections 15 ff. Stock Corporation Act ('AktG') or comparable regulations in other legal systems.

**Users** are, unless expressly agreed otherwise in the order, employees (workers or freelancers) and/or terminal equipment (e.g. servers, clients, cores) of the thyssenkrupp-GROUP and third parties who use the deliveries/services of the SERVICE PROVIDER for a company of the thyssenkrupp-GROUP for contractual use.

**Working Days** shall mean, in the absence of any express provision to the contrary in the order, all days from Monday to Friday, with the exception of public holidays at the CUSTOMER's place of business.

**Written, Written Form** shall mean paper form with handwritten name signature. The written form requirement shall also be met if the contracting parties provide their signatures at least by means of an electronic signature within the meaning of Article 3 No. 10 of the European eIDAS Regulation; e.g. DocuSign. Telecommunicative transmissions, such as emails or fax, do not satisfy the written form requirement within the meaning of this contract.

### II. Conclusion of contract, basis of contract and order of precedence

- The contract is concluded with the CUSTOMER's order (declaration of acceptance). The order must have been generated with an ERP system (e.g. SAP, Oracle) and must be transmitted either in WRITING or in TEXT FORM by a person performing the role of Purchasing.
- If the order specifies a maximum amount with regard to remuneration, it shall have the character of a framework agreement. In this case, the CUSTOMER shall be entitled to successively order deliveries and services under the order up to this maximum amount (individual calls). Performance and payment obligations shall only be established to the extent of the individual calls made under the order. Individual calls shall only be effective if they are made by the responsible entity designated in the order, at least in TEXT FORM and with reference to the order.
- These GCP IT and the conditions explicitly stated in the CUSTOMER's order shall exclusively apply. Verbal additional agreements have not been made. General terms and conditions other than these GCP IT mentioned in an order shall be included in the order only to the extent that they describe the services of the SERVICE PROVIDER (e.g. services within the scope of maintenance or provision of SOFTWARE, in particular definition of service levels, error classes, response times, process for fault reports). Section IX No. 3 shall apply with regard to rights of use/licenses. For the rest, general terms and conditions shall not apply. This shall also apply if reference is made to such general terms and conditions in an order confirmation, order, order acceptance or otherwise and the CUSTOMER does not object to them.
- Deviations from these GCP IT to the detriment of the CUSTOMER may only be agreed in the CUSTOMER's ERP order, to the extent that the order expressly refers to the clause of the GCP IT from which the deviation shall be made. In this case, the deviating provision shall take precedence over the corresponding provision in these GCP IT. In other respects, the documents referred to in an order shall have the following order of precedence in the event of contradictions:
  - GCP IT (this document)
  - Text of the CUSTOMER ERP order
  - Annexes and appendices to the order, with the more specific provision taking precedence
  - Individual calls under an order
  - Other general terms and conditions explicitly mentioned in the CUSTOMER's orderMandatory statutory provisions shall remain unaffected in any case.
- Changes and amendments to the contract require at least the same form as the order.
- Documents used by the SERVICE PROVIDER in business transactions with the CUSTOMER must have at least: Order number, commission number, plant, receiving point, complete article text/object description, quantities and quantity units as well as VAT ID No. (in case of import from the EU).
- References to laws, resolutions, ordinances or other legal provisions shall be understood as references to the respective applicable version.

### III. General regulations for the provision of services

- The SERVICE PROVIDER shall be responsible for procuring and providing the necessary and suitable material and human resources for the provision of the supplies/services at its own expense.
- The SERVICE PROVIDER undertakes to comply with the **thyssenkrupp Supplier Code of Conduct** and will oblige its subcontractors accordingly.
- To the extent that the SERVICE PROVIDER owes not only the mere delivery/provision of standard products (without any adaptations), the following shall apply in the absence of any express provision to the contrary in the order:
  - The CUSTOMER and the SERVICE PROVIDER shall each appoint a central contact person for monitoring the proper performance of the service provision and all matters related thereto. All explanations and technical instructions required during the performance of the services/deliveries shall be addressed by the contact person of one party to the contact person of the other party. Each party shall inform the other party without undue delay of any changes in the person of the contact person.
  - If the SERVICE PROVIDER discovers gaps or contradictions in the CUSTOMER's requirements at the beginning or in the course of performance or if a CUSTOMER's requirement turns out to be technically or economically unfeasible or unreasonable to implement, it shall notify the CUSTOMER thereof without undue delay and propose corrections or technically and economically feasible alternatives.
  - The SERVICE PROVIDER undertakes to comply with **thyssenkrupp's Outside Company Terms and Conditions** and will oblige its subcontractors accordingly.

### IV. Scope of supply/service

- The supplies or services to be provided by the SERVICE PROVIDER are described in the order and its annexes.
- SOFTWARE shall be delivered in compiled code (i.e. code executable in the software/hardware environment in which the SOFTWARE is to be run) on a data carrier customary in the market or made available for download. If the SERVICE PROVIDER makes changes or additions to the source code of STANDARD SOFTWARE individually for the CUSTOMER, which are technically separable from the standard, these changes/additions shall additionally be delivered in the source code.
- The scope of supply/service of SOFTWARE includes all materials required for its use in accordance with the contract (e.g. DOCUMENTATION, license key, installation source, access data, interfaces, ACCESS SOFTWARE (insofar as this goes beyond a browser customary in the market) as well as all information required by the CUSTOMER to automatically determine the scope of use (including the software versions used) with tools and procedures customary in the market (identification feature e.g. signature).
- If the SERVICE PROVIDER is commissioned with the commissioning of the SOFTWARE according to the order, it shall owe all work necessary for this, in particular the installation and integration of the SOFTWARE (i.e. integration into the IT system used by the CUSTOMER). After successful completion of all work the SERVICE PROVIDER shall notify the CUSTOMER that the software is ready for operation. If, on the other hand, the CUSTOMER is responsible for commissioning the SOFTWARE, the SERVICE PROVIDER shall be obliged, without separate remuneration, to support the CUSTOMER to a reasonable extent in this, e.g. by providing information and/or reasonable telephone assistance for the installation and integration of the SOFTWARE.
- If the SERVICE PROVIDER is commissioned with the migration of data into the SOFTWARE according to the order, it shall owe all work necessary for the use of the data, including any necessary conversion of the data into new formats. The migration of data shall be carried out in a format usable by standard tools available on the market.
- If the SERVICE PROVIDER is contracted to provide training services, the following shall apply unless expressly agreed otherwise in the order: Training services shall be provided in English and/or the national language of the respective training participants. The SERVICE PROVIDER shall prepare and hand over documents for each training.
- As far as the SERVICE PROVIDER owes not only the pure delivery/provision of standard products (without any adaptations), the following shall apply in the absence of an expressly deviating provision in the order: The SERVICE PROVIDER shall inform the CUSTOMER, without separate remuneration and without being requested to do so, weekly in TEXT FORM about the status of the performance of services and all events which could affect its performance of services in accordance with the contract. The reports shall contain at least a target/actual comparison of the services provided, the calculated and incurred costs as well as the collaboration performed by the CUSTOMER and next steps. The reports shall be comprehensible and in sufficient detail to provide the CUSTOMER with an accurate picture of the services actually performed. The CUSTOMER may provide the SERVICE PROVIDER with further or different specifications on the report format if required. In addition, SERVICE PROVIDER shall be available at any time for a discussion of the state of affairs and the steps to be taken.
- In case of SOFTWARE rental / provision of a SOFTWARE SERVICE, in particular the following shall apply in the absence of any express provision to the contrary in the order:
  - The SERVICE PROVIDER shall provide all services required for the operation and maintenance of the SOFTWARE ('Instandhaltung und Instandsetzung') during the agreed period of use; in case of a SOFTWARE SERVICE.
  - The SERVICE PROVIDER shall provide the CUSTOMER with a report on the total number of software copies provided or licensed USERS, including an allocation to the underlying orders, upon initial delivery or provision of the SOFTWARE / SOFTWARE SERVICE and subsequently, without being requested to do so, twice a year - on March 31 and September 30 in each case. The report must be sufficiently detailed to enable the CUSTOMER to manage the licenses properly. Acceptance of the data provided shall not constitute an implicit assumption as to the correctness and completeness of the data by the CUSTOMER.
  - The SERVICE PROVIDER shall update the DOCUMENTATION as necessary, e.g., when SOFTWARE / SOFTWARE SERVICE optimizations become available (i.e., any change(s) or addition(s) to improve functionality or usability, including new versions, releases, updates, upgrades, and patches).
  - Upon termination of the contract, the SERVICE PROVIDER shall support the CUSTOMER in an appropriate manner and for an appropriate period of time, but at least for 4 weeks before and after termination of the contract, in the migration to the replacing software solution. In particular, it shall provide the CUSTOMER with all information and DOCUMENTATION required for a safe and seamless migration and the establishment of connectivity to the new software solution (e.g. connection to interfaces).
  - The SERVICE PROVIDER shall provide the CUSTOMER with a then current copy of the SOFTWARE DATA within 5 WORKING DAYS from the date of termination or from the date of a separate request (whichever is earlier) in a data format customary in the market requested by the CUSTOMER which allows the SOFTWARE DATA to be imported into another database with reasonable effort (e.g. CSV, XML, JSON). The SOFTWARE DATA must be plausibly structured and documented. According to the choice of the CUSTOMER, the SERVICE PROVIDER shall allow the CUSTOMER to make a corresponding copy itself.
  - The SERVICE PROVIDER shall irreversibly delete the SOFTWARE DATA (including all copies) created by it as soon as it no longer needs them to provide its services and has received a confirmation from the CUSTOMER at least in TEXTFORM that the migration of the SOFTWARE DATA to the subsequent software solution was successful and shall confirm the deletion to the CUSTOMER at least in TEXTFORM.
- At the CUSTOMER's request, the SERVICE PROVIDER shall take over the disposal or recycling of the hardware owed by SERVICE PROVIDER after the end of use without separate remuneration. The disposal or recycling shall be carried out in accordance with the legal requirements and in a professional manner. The SERVICE PROVIDER shall ensure that any data still stored on the hardware is irreversibly deleted. The CUSTOMER is entitled to remove parts of the hardware before they are collected for disposal.

### V. Information Security

- The SERVICE PROVIDER shall provide the owed supplies/services in accordance with the state of the art and in compliance with current quality and market standards (e.g. compliance with

ISO 27001 with regard to information security and operation of an Information Security Management System (ISMS)). In particular, it shall without separate remuneration:

- obtain all official approvals, certificates, (technical) access rights, etc. required for the provision of the services and the agreed use of the supplies;
  - use only data centers and ISMS certified to ISO 20000 (ITIL v3) and ISO 27001 or comparable standards for the provision of services and processing of CONFIDENTIAL INFORMATION;
  - continuously inspect all IT systems, electronic end devices (e.g. laptops, tablets), data carriers as well as software or (cloud) services (e.g. software / (cloud) services for communication and collaboration such as email programs, platforms for the exchange of documents) used within the scope of the provision of services - as well as supplies prior to their transfer/provision - for MALICIOUS CODE using current inspection and analysis procedures and test that they run reliably and execute the desired functions properly. If MALICIOUS CODE is detected, the IT systems, software or (cloud) services, end devices, data carriers or supplies may not be used and/or provided to the CUSTOMER. If the SERVICE PROVIDER detects MALICIOUS CODE at the CUSTOMER, it shall inform the CUSTOMER immediately;
  - implement and maintain appropriate (e.g., technical or organizational) and state-of-the-art security measures in order to achieve the best possible protection against MALICIOUS CODE and to minimize potential security risks as best as possible and to protect data and information of the thyssenkrupp-GROUP as best as possible. These security measures include in particular (i) procedures for controlling, monitoring, documenting and regularly reviewing the security measures and (ii) updating the security measures in accordance with the state of the art in the field of information security;
  - ensure for its area of responsibility that only authorized personnel have access to the data processing equipment and premises where CONFIDENTIAL INFORMATION is processed;
  - (insofar as the SERVICE PROVIDER is to have access to the CUSTOMER's IT systems): agree with the CUSTOMER on a process for the approval, documentation and monitoring of the (remote) access. (Remote) access may only be personalized and limited in time and may not violate data protection regulations or be associated with other disadvantages for the CUSTOMER, e.g. with regard to compliance with the relevant response and troubleshooting times. The SERVICE PROVIDER may install software only after prior consultation with the CUSTOMER;
  - in the event of suspected breaches of the security measures taken or other security incidents, (i) notify the CUSTOMER in TEXT FORM without undue delay and, upon CUSTOMER's request, provide complete documentation of the security incident, (ii) take all necessary steps and, upon CUSTOMER's request, assist the CUSTOMER in taking such steps to minimize and correct the effects of the security incident, and (iii) initiate a full and documented investigation into the background and causes of the security incident and implement necessary, appropriate and reasonable steps and measures to minimize and correct such security risks to the greatest extent possible in the future and satisfactorily demonstrate this to the CUSTOMER. The obligations of the SERVICE PROVIDER referred to under (i) and (iii) shall include, at CUSTOMER's request, in particular the monitoring (real-time or near real-time) of the effects of the security incident and the preparation and transmission of relevant data (e.g. log-in or activity data, images of the affected systems) for CUSTOMER's own forensic treatment or that of third parties commissioned by the CUSTOMER. The obligations mentioned under (ii) include in particular a designation of qualified contacts of the SERVICE PROVIDER (e.g. the Computer Emergency Response Team (CERT) of the SERVICE PROVIDER) and their cooperation with the contact persons (if applicable the CERT) of the CUSTOMER or third parties designated by him.
2. SOFTWARE or a SOFTWARE SERVICE owed by the SERVICE PROVIDER must be user-friendly and meet in particular the following requirements:
- Complete validation of all input and output data;
  - Disabling the possibility to use code in input fields;
  - Access to the program code, program specifications, transaction diagrams and other sensitive areas is protected;
  - No transmission of information about the use or fault diagnosis to the SERVICE PROVIDER or third parties without a consent by the CUSTOMER at least in TEXT FORM.
3. If the SERVICE PROVIDER owes the provision of a SOFTWARE SERVICE, the following shall also apply: The IT systems operated by the SERVICE PROVIDER for the provision of the SOFTWARE SERVICE shall be classified by the CUSTOMER on the basis of the following security levels (SL). Each security level also covers the requirements of the respective subordinate levels. The SERVICE PROVIDER shall request the classification from the CUSTOMER prior to commencement of use of the SOFTWARE SERVICE. Unless the CUSTOMER expressly deviates from the classification, IT systems shall be treated as SL 2:

| Security Level (SL)               | Description                                                                                                                   |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| 1 - Standard                      | Protection from everyday threats                                                                                              |
| 2 - Secured                       | Protection against minor or intentional violations through the use of standard tools                                          |
| 3 - Highly Secured                | Protection against intentional violations with sophisticated means and specialized tools and moderate motivation of attackers |
| 4 - Secured to the maximum extend | Protection against intentional breaches with targeted means and tailored tools, high motivation and expertise of attackers    |

In addition, the SERVICE PROVIDER shall without separate remuneration:

- provide the CUSTOMER with the results of periodic assessments or audits of the relevant supplies/services, applications and underlying infrastructure upon CUSTOMER's request. Material audits must be performed by an accredited auditor;
  - encrypt each data transmission in the SOFTWARE SERVICE; store all data processed in an IT system with classification SL 2 - SL 4 in encrypted form; encrypt each processing of data in an IT system with classification SL 4 (if technically possible). In particular, the SERVICE PROVIDER is obliged to encrypt the data using current encryption techniques (state of the art) and in accordance with CUSTOMER's specifications (if any). Encryption keys must not be disclosed to third parties. If the SERVICE PROVIDER is requested by authorities or courts to disclose encryption keys, Section XV (Confidentiality) No. 9 shall apply;
  - exclusively grant the CUSTOMER the right to manage the USERS of the SOFTWARE SERVICE;
  - separate the CONFIDENTIAL INFORMATION processed within the SOFTWARE SERVICE from the data of other customers by means of logical separation (by an appropriate authorization concept); i.e. the SOFTWARE SERVICE is multi-client capable. Within SL 4 systems CONFIDENTIAL INFORMATION must be stored on separate hardware (physical separation from data of other customers);
  - log any processing of CONFIDENTIAL INFORMATION, set up any log collectors used as required by the CUSTOMER, retain all logs for a minimum of three months, and make them available to the CUSTOMER within one week upon request;
  - store and back up the SOFTWARE DATA in such a way that (i) third parties do not gain unauthorized access and (ii) all SOFTWARE DATA and related backups can be made available to CUSTOMER without undue delay and with reasonable effort;
  - ensure that the ACCESS SOFTWARE does not grant the SERVICE PROVIDER or any third party access to CUSTOMER's data processing equipment and premises, unless such access is necessary for the proper performance of the SOFTWARE SERVICE or other services owed under this contract. Such access must be approved and coordinated in WRITING between the parties before it is granted.
4. At the request of the CUSTOMER, further requirements may have to be complied with, which will be regulated in the order in each individual case.
5. If the CUSTOMER provides the SERVICE PROVIDER with software or electronic end devices (e.g. laptops, cell phones) for the provision of the supplies/services, the SERVICE PROVIDER shall not be permitted to change, deactivate or bypass security settings, protective mechanisms, filters or the like.

## VI. Place of performance, delivery and acceptance

1. In principle, the SERVICE PROVIDER is free to choose where to provide its services, but as a rule it provides its services in its own business premises. Exceptionally, if necessary, the SERVICE PROVIDER may also perform its services at the CUSTOMER's premises. If the SERVICE PROVIDER performs its services on the CUSTOMER's premises, it shall observe and comply with the special requirements applicable there (in particular mandatory statutory provisions and relevant regulations and guidelines of authorities, employers' liability insurance associations, trade associations and the CUSTOMER, e.g. on occupational health and safety and accident prevention or other special features of the CUSTOMER's premises).
2. The parties shall determine the place of receipt specified in the order as the place of performance ('Erfüllungsort') for the delivery. If no place of receipt is specified, the registered office of the CUSTOMER shall be deemed the place of performance for the supply/service unless expressly agreed otherwise in the order. Deliveries to a place of receipt other than the one specified by the CUSTOMER shall not cause the risk to pass to the CUSTOMER even if the delivery is accepted there. The SERVICE PROVIDER shall bear CUSTOMER's additional costs resulting from delivery to a place of receipt other than the one agreed upon.
3. Partial supplies/services are not permitted unless expressly agreed otherwise in the order. Partial supplies/services shall be marked as such.
4. All performance dates and quantities agreed between the CUSTOMER and the SERVICE PROVIDER are binding. If the SERVICE PROVIDER performs or delivers too much or too little or before the agreed date, the CUSTOMER is entitled to reject it at SERVICE PROVIDER's risk and expense. The unconditional acceptance of a delayed supply/service does not constitute a waiver of rights.
5. If circumstances occur or become apparent to the SERVICE PROVIDER that jeopardize timely supply/service, it shall inform the CUSTOMER without undue delay of the expected duration of the delay, stating the reasons. In addition, it will make all reasonable efforts to eliminate the causes of the delay and to minimize the delay as best as possible. It shall inform the CUSTOMER of any countermeasures it has initiated. The CUSTOMER shall only be obliged to reimburse any additional costs incurred as a result if it is responsible for the delay or if the assumption of the costs was agreed in advance in the same form as the conclusion of the contract.
6. The SERVICE PROVIDER must obtain WRITTEN confirmation of receipt of shipments from the specified receiving point.
7. Insofar as the CUSTOMER has an obligation to inspect and give notice of defects pursuant to section 377 of the German Commercial Code ('HGB'), this obligation shall be limited to identity and quantity on the basis of the transport documents and obvious transport damage ('obvious defects'). All other defects shall be deemed 'hidden defects'. The CUSTOMER shall notify the SERVICE PROVIDER without undue delay of any defects discovered in the course of this incoming inspection or in the normal course of business. In any case, the notification shall be considered timely if it is sent by the CUSTOMER within a period of five (5) WORKING DAYS after receipt of the delivery in case of OBVIOUS DEFECTS and within a period of ten (10) WORKING DAYS after discovery of the defect in case of HIDDEN DEFECTS. Further obligations of the CUSTOMER do not exist. In this respect, the SERVICE PROVIDER waives the objection of late notification of defects ('Verzicht auf die Einrede der verspäteten Mangelrüge').
8. If the SERVICE PROVIDER owes supplies/services suitable for acceptance, the following shall apply: The SERVICE PROVIDER shall indicate readiness for acceptance at the agreed delivery date and shall carry out the agreed test procedure with the CUSTOMER. The readiness for acceptance of owed SOFTWARE shall be assessed, irrespective of any previously issued approvals or partial acceptances, exclusively according to the fact that the SOFTWARE as a whole (i.e. with regard to the functionality of the SOFTWARE as a unit, its compatibility as well as its interoperability with other hardware or software with which it is to interact, including cross-system functionalities) is as contractually agreed, for which the SERVICE PROVIDER shall remain liable to provide evidence. The overall functionality shall be the subject of the final approval or acceptance test.
9. An approval or (partial) acceptance by the CUSTOMER despite the existence of defects shall be deemed to be an approval or (partial) acceptance subject to the reservation of the rights in respect of defects, even without an express declaration of this reservation.
10. Payment shall not be deemed tacit (partial) acceptance. Tacit (partial) acceptance can be assumed at the earliest if the CUSTOMER or another company of the thyssenkrupp-GROUP uses the supplies/services or parts thereof productively for a period of more than six (6) weeks after completion of the test procedure without raising objections. In all other respects, tacit acceptance shall be excluded.

## VII. Subcontractors/Suppliers

1. Insofar as the SERVICE PROVIDER owes the pure delivery of standard products, the following shall apply: The SERVICE PROVIDER is obliged to name its subcontractors/suppliers to the CUSTOMER at the latter's request. For all other cases the following regulations apply.
2. The involvement of subcontractors by the SERVICE PROVIDER shall require the prior consent of the CUSTOMER at least in TEXT FORM, who shall not unreasonably refuse it, and shall be notified to the CUSTOMER in due time, usually at least four (4) weeks in advance, at least in TEXT FORM. The SERVICE PROVIDER shall carefully select possible subcontractors. Affiliated companies of the SERVICE PROVIDER within the meaning of sections 15 et seq. German Stock Corporation Law ('AktG') or comparable legal provisions of other legal systems shall also be deemed subcontractors. The CUSTOMER shall be entitled to revoke its consent at any time if there is an objective reason.
3. The SERVICE PROVIDER shall pass on its obligations on data protection and confidentiality to its subcontractors accordingly and prove this to the CUSTOMER upon request at least in TEXT FORM. The SERVICE PROVIDER shall also ensure that its subcontractors are aware of the terms and conditions of the contract that are relevant to them and shall ensure that they are complied with.

## VIII. Collaboration by the CUSTOMER

1. The CUSTOMER's obligations to collaborate and provide materials shall be agreed conclusively in the order. Besides that, the Customer shall only be obliged to collaborate and provide materials if this is objectively necessary and the SERVICE PROVIDER has informed the Customer of this well in advance.
2. The SERVICE PROVIDER shall notify the CUSTOMER without undue delay of the requirement to fulfill obligations to collaborate and provide materials as soon as it has reasonable doubts that the CUSTOMER will fulfill them in time.
3. The SERVICE PROVIDER shall make all reasonable efforts to provide its supplies and services without the CUSTOMER fulfilling its obligations to collaborate and provide materials. If this causes additional effort for the SERVICE PROVIDER, the SERVICE PROVIDER shall notify the CUSTOMER of this without undue delay in TEXT FORM. The obligation to provide the SERVICES concerned is then dependent on the CUSTOMER's agreement to pay separately for such additional effort to a reasonable extent.
4. Further rights and claims of the SERVICE PROVIDER due to non-fulfilment or improper fulfillment of obligations by the CUSTOMER to collaborate and provide materials do not exist.

## IX. Rights of use, Ownership

1. Insofar as the SERVICE PROVIDER owes supplies/results that it creates individually for the CUSTOMER (e.g. concepts, presentations), it shall grant the CUSTOMER at the time of their creation the exclusive, irrevocable right of use and exploitation, unlimited in terms of space, time and content, exercisable in all known and unknown types of use, both for its own purposes and for the purposes of third parties. In particular, the CUSTOMER shall be entitled, without restriction or separate consent of the SERVICE PROVIDER, to reproduce, translate, process, publish, distribute, rent, make available to the public, reproduce by wire or wireless, non-publicly or publicly, and have used by third parties (against payment or free of charge) the deliveries in whole or in part, in unchanged and changed form. The CUSTOMER shall be entitled to grant sublicenses as well as to transfer all granted rights of use to third parties against payment or free of charge.
2. If the SERVICE PROVIDER has created components of the owed deliveries/results independently of CUSTOMER's order, the SERVICE PROVIDER grants the CUSTOMER the rights of use and

exploitation regulated in Section IX No.1 upon conclusion of the contract or upon delivery (whichever occurs earlier), with the deviation that these rights are not exclusive. In the event of deliveries within the framework of a rental agreement, the right of use shall also be limited in time to the period of use specified in the order and may be terminated under the conditions regulated therein.

3. Insofar as the supplies/results owed by the SERVICE PROVIDER consist of STANDARD SOFTWARE (including programmed adaptations/supplements that are technically inseparable from the STANDARD SOFTWARE), open source software or other protected works of third parties, the relevant license conditions shall apply concerning the granting of usage rights regarding the Intellectual Property Rights, insofar as these are expressly included in the order.
4. Insofar as the CUSTOMER acquires rights of use to the supplies/results for an unlimited period of time, the SERVICE PROVIDER shall grant the CUSTOMER full and unconditional ownership of the relevant embodiment of the delivery (e.g. software copy) upon delivery. If the CUSTOMER acquires temporary rights of use to the supplies/results, the CUSTOMER shall at its choice either return or delete/destroy them as well as all copies made after expiry of the agreed period of use. If the CUSTOMER has made electronic backup copies in data processing systems (back-ups), it shall be sufficient that these are deleted with the next regular deletion. The CUSTOMER shall, however, ensure that these backup copies can no longer be used.
5. Insofar as SOFTWARE DATA is created within the scope of the use of SERVICE PROVIDER's supplies/services, the CUSTOMER shall be entitled to the rights of use and exploitation of this data to the extent stipulated in Section IX No.1. Articles 55a, 87b, and 87e German Copyright Act ("UrHG") remain unaffected.
6. The agreed remuneration covers all claims of the SERVICE PROVIDER in connection with the above transfer of rights.
7. The SERVICE PROVIDER may use all services, items and data provided by the CUSTOMER as well as SOFTWARE DATA only for the purposes and duration of the contract and within the scope of any additional relevant terms of use (e.g. license terms). In particular, the SERVICE PROVIDER shall be prohibited from reconstructing provided objects (in particular software) by way of reverse engineering unless this is indispensable for establishing the interoperability of the SOFTWARE owed by the SERVICE PROVIDER with other software programs and the CUSTOMER has not provided the SERVICE PROVIDER with the information required for this within a reasonable period of time despite being requested to do so. The SERVICE PROVIDER shall cease to use such services, items and data at the latest upon expiry or premature termination of this contract and shall, at CUSTOMER's option, return them to the CUSTOMER or delete/destroy them.

#### X. Prices, Invoicing, Offsetting

1. All prices are fixed prices, unless billing on a time and material basis is expressly agreed in the order. The basis for billing on a time and material basis are the daily or hourly rates regulated in the order, whereby the SERVICE PROVIDER is obligated to make the costs transparent to the CUSTOMER on the basis of its estimate of costs.
2. Unless otherwise expressly stipulated in the order, a daily rate (person-day) shall correspond to an effective work performance of at least eight (8) working hours on a day. Any working time in excess of this on the same day shall not be remunerated. Shorter working hours are calculated pro rata temporis. The smallest calculation unit shall be 15 minutes.
3. Unless expressly agreed otherwise in the order, the agreed remuneration shall include everything that the SERVICE PROVIDER has to effect in order to fulfill its supply/service obligation, e.g. travel costs, travel times, packaging, customs and insurance up to the agreed place of receipt. In addition, the thyssenkrupp guideline for business trips by external service providers shall apply.
4. Unless expressly agreed otherwise, at least in TEXTFORM, the preparation of cost estimates shall not be remunerated.
5. For the purpose of internal billing of services within the thyssenkrupp-GROUP, the SERVICE PROVIDER shall, at CUSTOMER's request, as far as possible and reasonable, itemize invoices or provide additional billing information.
6. Unless expressly agreed otherwise in the order, SERVICE PROVIDER's remuneration shall be due thirty (30) days after agreed supply/service and receipt of a proper invoice in accordance with sections 14, 14 a German Value Added Tax Act ("UStG") or comparable applicable foreign regulations including corresponding proof of performance (i.e. in the case of remuneration on a time and material basis: a meaningful description of the services provided in the billing period, number of hours or person-days worked per employee deployed and daily rate applied) at the billing office specified by the CUSTOMER.
7. At CUSTOMER's request, the settlement of payments may be carried out by means of the credit note procedure pursuant to section 14 (2) sentence 2 German Value Added Tax Act ("UStG") or comparable applicable foreign regulations (i.e. the CUSTOMER shall prepare the settlement document on the basis of the services received). Any additional settlement details required shall be agreed between the CUSTOMER and the SERVICE PROVIDER.
8. Payments by the CUSTOMER shall neither mean acceptance of the performance nor a waiver of rights.
9. The CUSTOMER shall only be obliged to bear costs if this is expressly stipulated in the order.
10. The SERVICE PROVIDER may set off only undisputed or legally established claims.

#### XI. Taxes

1. If both the CUSTOMER and the SERVICE PROVIDER have their registered office in Germany, the following shall apply: The remuneration does not include any value added tax or similar indirect tax. Should a value added tax or other comparable tax become due, it will be added to the remuneration.
2. If the CUSTOMER and/or the SERVICE PROVIDER have their registered office outside Germany but within the European Union, the following shall apply:
  - a. With respect to the contract, the parties are each responsible for meeting their own tax obligations.
  - b. The place of performance for the SERVICE PROVIDER'S SERVICES according to the EC VAT Directive is CUSTOMER's registered office. In the EU, the reverse charge procedure is applied. This means that the CUSTOMER is responsible for estimating and paying the VAT due. VAT registration of the SERVICE PROVIDER in CUSTOMER's country of residence is not required. The SERVICE PROVIDER does not have to show VAT in its invoices, but must indicate the application of the reverse charge procedure.
  - c. All taxes, duties, fees and other charges other than value added tax (VAT) and other indirect taxes (DIRECT TAXES) related to the performance of the contract and imposed in accordance with the applicable (tax) law (i) levied by CUSTOMER's state against the SERVICE PROVIDER shall be borne by the SERVICE PROVIDER; (ii) levied by CUSTOMER's state against the CUSTOMER shall be borne by the CUSTOMER; (iii) levied outside the state of the CUSTOMER shall be borne by the SERVICE PROVIDER.
  - d. The remuneration shall be paid by the CUSTOMER to the SERVICE PROVIDER without withholding or deduction of any taxes (other than value added tax, surcharges or other indirect taxes), duties, fees or other charges of any kind (hereinafter referred to as "WITHHOLDING TAXES"), unless such withholding or deduction is required under the tax laws of the state in which the CUSTOMER is located and in accordance with the double taxation treaty between the states of the SERVICE PROVIDER and the CUSTOMER.
  - e. If such WITHHOLDING TAXES are due on the remuneration related to the performance of the contract, the CUSTOMER on behalf of the SERVICE PROVIDER shall timely pay such WITHHOLDING TAXES to the competent tax authority and provide the SERVICE PROVIDER with a tax certificate in original and/or other documents (if necessary) on the properly paid WITHHOLDING TAXES.
  - f. The parties shall provide all reasonable cooperation, as well as any reasonable documentation requested by the other party, to obtain (to the extent possible) a reduction or an exemption from such WITHHOLDING TAXES.
  - g. The CUSTOMER shall not be obligated to (i) increase the payment subject to any WITHHOLDING TAX to ensure that, after the required withholding or deduction, the SERVICE PROVIDER receives the same amount that it would have received if no such

withholding or deduction had been made, or (ii) reimburse the SERVICE PROVIDER for such WITHHOLDING TAXES.

- h. In the event that a (tax) authority claims both parties for the payment of taxes, the parties will endeavor to come to an appropriate solution as quickly as possible. If the legal/regulatory regulation on which the tax in question is based provides for the primary tax liability of one party, this party will bear the tax and reimburse the other party for any payments already made to the (tax) authority (including any interest or penalties).

#### XII. Warranty, Poor performance

1. If the SERVICE PROVIDER owes a service under a service contract ("Dienstvertrag" according to section 611 German Civil Code) and culpably does not perform the agreed service at all or does not perform it as agreed, the SERVICE PROVIDER shall be obliged, at the CUSTOMER's request, either to perform the owed service again without delay or - if possible - to rectify the service already performed. The SERVICE PROVIDER shall bear all expenses incurred in connection with the subsequent performance or rectification of the performance, in particular transport, travel, labor and material costs.
2. Insofar as the SERVICE PROVIDER owes services under a purchase contract ("Kaufvertrag") or a contract for work and services ("Werkvertrag"), the CUSTOMER shall be entitled to the statutory claims in the event of material defects and defects of title.
3. The SERVICE PROVIDER warrants in particular that
  - its supplies/services are state of the art;
  - the owed SOFTWARE does not contain any inadmissible Open Source Software (i.e. Open Source Software licensed within license terms providing the following as a condition of use, amendment and/or the distribution of edited versions of the Open Source Software: (i) putting the source code or the design information regarding the edition version at the disposal of everyone; (ii) permitting everyone to amend or supplement the edited version; or (iii) granting a license free of charge relating to the edited version for everyone; e.g. the GNU General Public License (GPL) or the GNU Lesser or Library GPL (LGPL); and;
  - it owns or is entitled to grant all intellectual property rights in the supplies/services required for the granting of the right of use under the contract and that the contractually agreed use of the supplies/services does not violate any third party rights or export control regulations.
4. Claims for defects of quality ("Sachmängel") shall become statute-barred within a period of two (2) years and for defects of title within three (3) years from delivery or overall acceptance; longer statutory limitation periods shall remain unaffected. For parts newly delivered within the scope of subsequent performance, the limitation period shall start anew, for repaired parts only insofar as it concerns the same defect or the consequences of a defective repair and the SERVICE PROVIDER does not expressly remedy the defect only as a gesture of goodwill.
5. For defects notified within the limitation period, the period ends at the earliest six months after notification of the defect.
6. If SERVICE PROVIDER owes services under a rental agreement ("Mietvertrag"), the CUSTOMER shall be entitled to the statutory claims in the event of material defects and defects of title. In addition the provisions in clause XII No. 3 shall apply accordingly for the agreed period of use.
7. In the event of defects of title, the SERVICE PROVIDER shall be entitled to remedy such defects either by acquiring the necessary rights or - provided that this does not impair the agreed use (e.g. functionalities) - by modifying the supply/service in such a way that it can be used by the CUSTOMER without infringing the rights of third parties.
8. If third parties (e.g. software/hardware manufacturers) provide warranties for the supplies/services (or parts thereof) owed by the SERVICE PROVIDER, the SERVICE PROVIDER shall pass them on to the CUSTOMER and attach the corresponding warranty declarations to the delivery. The SERVICE PROVIDER shall provide the CUSTOMER with reasonable assistance in handling warranty claims with such third parties.

#### XIII. Insurance

With regard to possible risks arising from the contract concluded with the CUSTOMER, the SERVICE PROVIDER is obligated to maintain insurance coverage customary in the market with a sum insured of at least EUR 5 million (in words: Euro five million) for personal injury, property damage and financial loss per damaging event for its term and for a period of two (2) years thereafter, the existence of which must be proven to the CUSTOMER upon request.

#### XIV. Confidentiality

1. The SERVICE PROVIDER is obliged to treat all CONFIDENTIAL INFORMATION it receives from the CUSTOMER in connection with this contract as strictly confidential and to use it only for the purpose of performing this contract. In particular, the SERVICE PROVIDER shall not use CONFIDENTIAL INFORMATION obtained either directly or indirectly for its own commercial purposes or the commercial purposes of third parties. The SERVICE PROVIDER shall document the measures it has taken to ensure confidentiality and provide evidence thereof to the CUSTOMER upon request.
2. The use of third party IT systems for the storage or other processing of CONFIDENTIAL INFORMATION of the CUSTOMER or other companies of the thyssenkrupp-GROUP (e.g. email programs or platforms for the storage and/or exchange of documents as a cloud service) shall require the prior consent of the CUSTOMER at least in TEXTFORM. The same applies to subsequent changes to the IT system itself (e.g. change of provider, server location, access options of the SERVICE PROVIDER or the provider to data of the thyssenkrupp-GROUP) or changes to the use of the IT system.
3. The SERVICE PROVIDER may disclose the CONFIDENTIAL INFORMATION only to those employees (i.e. employees and freelancers of the SERVICE PROVIDER or its subcontractors) who need this information with regard to the performance of this contract (need-to-know basis). Making CONFIDENTIAL INFORMATION available to other third parties requires the CUSTOMER's prior consent at least in TEXT FORM.
4. The SERVICE PROVIDER shall (i) obligate its employees and subcontractors to whom it provides access to CONFIDENTIAL INFORMATION in advance and in writing to maintain confidentiality in accordance with the provisions of this contract, to the extent that they are not already obligated to maintain confidentiality by comparable agreements or statutory or professional regulations, and (ii) ensure that all access to CONFIDENTIAL INFORMATION is withdrawn from employees who leave the SERVICE PROVIDER. The third parties commissioned by it shall be obligated accordingly. The SERVICE PROVIDER shall be responsible for the fault of persons to whom it discloses CONFIDENTIAL INFORMATION of the CUSTOMER to the same extent as for its own fault.
5. For information that is expressly marked or designated by the CUSTOMER as 'confidential' or with a corresponding note, the following shall apply in addition: Information in paper form must be stored in a locked cabinet or container. Information in electronic form may be stored (i) only in access-protected network areas and (ii) only temporarily and in encrypted form on mobile storage media (e.g. USB sticks, external drives). Emails and documents must be or remain marked as 'confidential' or with a corresponding note. In the case of electronic disclosure (e.g. via email or Internet data rooms), the information must be encrypted using a state-of-the-art encryption solution. Forwarding by fax is only permissible if direct acceptance by the recipient is ensured. In the case of forwarding by telephone, reference must be made to confidentiality. Paper copies must be sent in a sealed envelope marked 'confidential' or with an appropriate note.
6. For information which is expressly marked or designated by the CUSTOMER as 'strictly confidential' or with a corresponding note, the following shall also apply: Information in paper form must be stored in a specially secured locked container (e.g. safe). Information in electronic form may only be stored in access-protected network areas and in encrypted form approved by the CUSTOMER. Emails and documents must be or remain marked as 'strictly confidential' or with a corresponding note. In the case of electronic forwarding (e.g. via email or via Internet data rooms), the encryption solutions released by the CUSTOMER must be used. Forwarding by fax is not permitted. Forwarding by telephone is only permitted via encryption solutions released by the CUSTOMER. Cell phones must be switched off when discussing strictly confidential information. Paper copies must be sent in a sealed envelope marked 'strictly confidential' or with an appropriate note via a trusted messenger. In addition, the seal must be marked in such a way that tampering by the recipient can be detected (e.g., by signing over the seal).

7. Upon termination of the contract or at the first request of the CUSTOMER - whichever occurs earlier - the SERVICE PROVIDER is obliged to return all CONFIDENTIAL INFORMATION, including any copies made, to the CUSTOMER immediately or to destroy it permanently, with the following exceptions: (1) In the case of electronically archived back-up copies, access shall be blocked and final deletion shall take place in the normal course of business; (2) Information that is subject to a statutory retention obligation shall be destroyed immediately upon its expiration; (3) SOFTWARE DATA, the deletion of which the CUSTOMER has not yet released according to IV No. 8 f); (4) CONFIDENTIAL INFORMATION may be stored in a confidential file that may only be used for evidentiary purposes in the context of fulfilling statutory or contractual obligations (e.g. warranty obligations). The CONFIDENTIAL INFORMATION shall be destroyed without undue delay once the evidentiary purpose has ceased to exist. The assertion of rights of retention going beyond this is excluded.
8. The SERVICE PROVIDER is obliged to inform the CUSTOMER without undue delay if it becomes aware or has a reasonable suspicion that CONFIDENTIAL INFORMATION has been disclosed without authorization.
9. If the SERVICE PROVIDER is obliged by authorities or courts to disclose CONFIDENTIAL INFORMATION in whole or in part, the SERVICE PROVIDER shall – to the extent legally permitted – notify the CUSTOMER thereof without undue delay at least in TEXT FORM, stating the CONFIDENTIAL INFORMATION to be disclosed, the recipient and the legal basis of the obligation to disclose. The SERVICE PROVIDER shall disclose the CONFIDENTIAL INFORMATION only to the extent that it is legally obliged to do so.
10. The confidentiality obligation shall continue after the termination of the contract until the CONFIDENTIAL INFORMATION has been destroyed or returned.

#### **XV. Data Protection**

1. The SERVICE PROVIDER guarantees the data protection security of the personal data transmitted by the CUSTOMER and observes the legal data protection regulations, in particular the EU Data Protection Regulation ('EU DSGVO'), the German Telemedia Act ('TMG') and the German Federal Data Protection Act ('BDSG') in their respective current versions.
2. If, in addition to the exchange of general business data (e.g. business address, business fax/telephone number, email address, name, department, function), the SERVICE PROVIDER should obtain access to personal data of the CUSTOMER or a company of the thyssenkrupp-GROUP during the performance of the supplies/services (e.g. log-in data), the SERVICE PROVIDER shall conclude a data processing agreement ('DPA') with the CUSTOMER or the company of the thyssenkrupp-GROUP concerned on the basis of the specifications of the CUSTOMER or the company of the thyssenkrupp-GROUP concerned. The commissioning of subcontractors who process personal data of the CUSTOMER or the company of the thyssenkrupp-GROUP concerned requires the prior consent of the CUSTOMER at least in TEXTFORM.

#### **XVI. CUSTOMER's Audit Right**

Insofar as the SERVICE PROVIDER owes consulting services and/or the provision of a SOFTWARE SERVICE, the following shall apply:

1. The CUSTOMER shall be entitled, but not obliged, to inspect SERVICE PROVIDER's compliance with its obligations regarding data protection (e.g. the agreed technical and organizational measures), and information security twice a year at SERVICE PROVIDER's business premises. In addition, the CUSTOMER is entitled to conduct an audit at any time if there is a reason (i.e. if the CUSTOMER has indications that the SERVICE PROVIDER is violating its obligations regarding data protection or information security). An audit for data protection reasons may additionally be carried out already before the start of data processing and after the end of data processing.
2. The CUSTOMER shall be entitled to perform the audit itself or to commission a third party to do so. Persons employed by the CUSTOMER to perform the audit (hereinafter referred to as 'AUDITORS') shall be bound to confidentiality in accordance with the provisions of this contract. In order to protect SERVICE PROVIDER's business secrets and to prevent an audit from violating SERVICE PROVIDER's confidentiality agreements with third parties, the AUDITORS shall be contractually bound not to disclose to the CUSTOMER any information identified by the SERVICE PROVIDER as confidential information of third parties. With respect to third party information appropriately marked as 'confidential', the AUDITORS shall only be obliged to answer sufficiently abstract questions of the CUSTOMER which are compatible with the contractual confidentiality agreements of the SERVICE PROVIDER.
3. The CUSTOMER shall announce to the SERVICE PROVIDER the date and scope of the audit as well as the AUDITORS performing the audit in good time, but no later than one week in advance. If there is a reason for the audit, the announcement can also be made at shorter notice.
4. For the purpose of the audit, the AUDITORS shall be entitled to inspect SERVICE PROVIDER's business premises during SERVICE PROVIDER's regular business hours, where data or documents relevant to the provision of services are kept or processed, or where the services to be audited are provided.
5. The SERVICE PROVIDER shall give the AUDITORS full access to the conditions, documents, data, IT infrastructure and premises relevant for the audit (in particular server rooms) and disclose all information in a structured, comprehensible and complete form that is useful for the audit. In addition, the SERVICE PROVIDER shall ensure that sufficiently qualified contact persons are available to the AUDITORS to support them in carrying out the audit. The SERVICE PROVIDER will allow the AUDITORS to make copies of data / documents relevant for the audit and take them with them. Upon request of the AUDITORS, THE SERVICE PROVIDER will send copies of these data / documents to the AUDITORS.
6. The SERVICE PROVIDER may exceptionally refuse an audit announced by the CUSTOMER if its performance would lead to an unreasonable impairment of its business activities. In this case the SERVICE PROVIDER shall provide the CUSTOMER with a prompt alternative date for the audit.
7. The SERVICE PROVIDER shall ensure that the CUSTOMER is granted the above rights also in relation to SERVICE PROVIDER's subcontractors.
8. The fulfillment of SERVICE PROVIDER's obligations regulated in this section (right to audit) shall not be subject to remuneration. Conversely, the CUSTOMER shall bear the costs incurred by him for the performance of the audit. The CUSTOMER may demand reimbursement of costs from the SERVICE PROVIDER if the audit reveals a material breach of contract or violation of law by the SERVICE PROVIDER or one of its subcontractors.

#### **XVII. Use of trademarks, Naming of Reference Customers**

1. The use of the (word and word/image) trademarks and other signs of thyssenkrupp AG and the companies of the thyssenkrupp-GROUP by the SERVICE PROVIDER or its subcontractors is not permitted without prior approval at least in TEXT FORM by thyssenkrupp AG or the group company.
2. Any naming of the CUSTOMER, thyssenkrupp AG and the companies of the thyssenkrupp-GROUP as reference customers shall require the prior consent of the CUSTOMER in individual cases at least in TEXT FORM.
3. Neither party shall be entitled to make or cause to be made any public statements concerning this contract or the cooperation of the parties without the consent of the other party. Press statements concerning the cooperation of the parties shall be coordinated between the parties prior to their publication.

#### **XVIII. Term and termination in case of continuous obligations ('Dauerschuldverhältnis')**

1. The term and ordinary rights of termination shall be governed by the order. Unless otherwise expressly stipulated therein, the CUSTOMER shall be entitled to give ordinary notice of termination without notice to the end of each month.
2. Furthermore, each party shall be entitled to terminate the contract in whole or in part for good cause without notice with immediate effect, in particular:
  - if the other party has breached a material contractual obligation and – if remedial action is possible – fails to remedy the breach after having been given a reasonable period of time to do so;
  - if an application for the opening of insolvency proceedings is filed against the assets of the other party;
  - in the event of imminent or actual material deterioration in the assets of the other party;
  - in the event of criminal acts by the other party against the party or a company affiliated with it within the meaning of sections 15 et seq. German Stock Corporation Act ('AktG') or comparable regulations in other national legal systems.
3. In addition, the CUSTOMER shall be entitled to terminate the contract without notice in particular if
  - the SERVICE PROVIDER is in default with its supply/service and the CUSTOMER has unsuccessfully set the SERVICE PROVIDER a reasonable grace period for performance;
  - the SERVICE PROVIDER violates the requirements of data protection or the agreements on information security or the thyssenkrupp Supplier Code of Conduct;
  - the SERVICE PROVIDER (i) violates the agreed response/recovery time at least 5 times within a period of one (1) month; or (ii) fails to fulfill the owed actual availability of the SOFTWARE or SOFTWARE SERVICE;
  - the SERVICE PROVIDER removes or reduces functionalities in the SOFTWARE or SOFTWARE SERVICE. Alternatively, the CUSTOMER may, at its option, determine the value of the SOFTWARE or SOFTWARE SERVICE reduced by the functionalities and reduce the remuneration accordingly, as well as claim back the excess remuneration paid from the time of the reduction or to deduct this amount from outstanding invoices;
  - there is a direct or indirect change of control on the part of the SERVICE PROVIDER or all or a substantial part of the assets of the SERVICE PROVIDER are sold, as well as in case of liquidation of the SERVICE PROVIDER.
4. Declarations of termination must be made in WRITING.
5. The contractual and statutory provisions on withdrawal (Rücktritt) from a purchase contract shall remain unaffected.

#### **XIX. Leaving the thyssenkrupp-GROUP**

If a company leaves the thyssenkrupp-GROUP, the following applies:

1. In the event of an indefinite transfer of supplies/services, the CUSTOMER shall be entitled, without separate consent of the SERVICE PROVIDER and without separate remuneration, to transfer or sublicense the rights of use required for further use of the supplies/services to the leaving company.
2. In case of temporary transfer of supplies/services the following shall apply: the SERVICE PROVIDER shall allow the leaving company to continue using the supplies/services at its request for a period of up to twelve (12) months from the date of leaving (TRANSITION PERIOD) under unchanged conditions. The SERVICE PROVIDER's ordinary right of termination with respect to these supplies/services is excluded during the TRANSITION PERIOD. The expenses incurred during the TRANSITION PERIOD for the use of the supplies/services by the leaving company shall be remunerated solely by the leaving company. The remuneration owed by the CUSTOMER shall be reduced accordingly on a pro rata basis with the departure of the company.

#### **XX. Applicable law, Place of Jurisdiction**

1. The contract shall be governed by and interpreted in accordance with the substantive law of the Federal Republic of Germany. The provisions of international private law and the UN Convention on Contracts for the International Sale of Goods shall not apply.
2. The exclusive place of jurisdiction for all disputes in connection with the contractual delivery/service is the CUSTOMER's registered office or, at the CUSTOMER's option, SERVICE PROVIDER's general place of jurisdiction.

#### **XXI. Final Provisions**

1. The CUSTOMER shall be entitled to assign claims arising from this contract to a company of the thyssenkrupp-GROUP without requiring separate consent of the SERVICE PROVIDER. Otherwise, the assignment shall require the prior consent of the other party at least in TEXTFORM. This shall not apply to claims that are undisputed or have been established by a final court decision.
2. The SERVICE PROVIDER's rights of retention and rights to refuse performance are excluded unless the CUSTOMER does not dispute the underlying counterclaims or these have been legally established.
3. The possible invalidity of individual provisions of these GCP IT shall not affect the validity of the remainder of the GCP IT.

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