

#### Preamble

The following general terms and conditions ("General Terms and Conditions") shall govern all contracts for the purchase/order of (i) goods, (ii) work, labour and other services, and/or (iii) information technology services ("Contractual Services") between Porsche Digital GmbH or the company affiliated with it as defined in § 15 German Stock Corporation Act ("AktG") (collectively "Porsche Digital") and the respective supplier as defined in the corresponding contract/order ("Contractor", Porsche Digital and Contractor each a "Party" and jointly the "Parties"). The General Terms and Conditions are also available via the Porsche Digital website at <https://www.porsche.digital/en/supplier-information>.

#### 1. Document Structure, Scope and Hierarchy

- 1.1. These General Terms and Conditions consist of general provisions (sections 1 to 26, "General Provisions") and additional provisions for the purchase/order of information technology related goods and/or services (sections 27 to 39; "Additional Provisions"). The Additional Provisions themselves include four special parts ("Special Parts") which apply depending on the specific information technology related goods and/or services.
- 1.2. The respective contract/order shall specify for which of the Contractual Services (i) only the General Provisions or (ii) the General Provisions and additionally the Additional Provisions apply (it being understood that also in case the contract/order does not specifically indicate that the Additional Provisions shall apply, such shall apply nevertheless in case such is clearly indicated by the nature of the Contractual Service in question (i.e., such are covered by the scope of the Additional Provisions).
- 1.3. Unless explicitly stated otherwise, the following documents shall apply in the following order of precedence:
  - a) In case applicable, the respective Special Part(s) in the Additional Provisions;
  - b) In case applicable, the Additional Provisions;
  - c) The General Provisions;
  - d) The respective purchase order/contract (offer and acceptance) concluded with the Contractor including reference documents in which these General Terms and Conditions are referenced ("Contract");
  - e) The respective orders/call-offs, including reference documents ("Order"), if any;
  - f) The technical specifications of the Contractor's tender (except for commercial and legal contents), if any.
- 1.4. The Contractor's general terms and conditions shall not apply, including as a click wrap/shrink wrap agreement or in any other form, even if they have not been expressly rejected in specific cases. If it has been agreed in writing (here and in the following, this shall mean "Schriftform" in the meaning of § 126 of the German Civil Code, "BGB") in an individual case that Contractor's licensing conditions or terms of use are to apply, the provisions covering the nature and scope of the rights of use shall apply solely. Provisions above and beyond that in any Contractor's licensing conditions or terms of use, in particular on rights relating to defects or questions of liability, shall not apply.

#### 2. Conclusion of the Contract, Order and Change Requests

- 2.1. Contracts and Orders as well as amendments and additions thereto must be made in writing, text form (here and in the following, this shall mean "Textform" in the meaning of § 126b BGB) or by means of an electronic system provided by Porsche Digital.
- 2.2. If the Contractor does not accept an Order within five (5) working days of its receipt, Porsche Digital shall be entitled to revoke the Order. Orders become binding if the Contractor does not object within five (5) working days of receiving the Order.
- 2.3. Porsche Digital shall be entitled to request changes to the Contractual Services to a reasonable extent ("Change Request"). The Contractor shall advise the effects of changes to Contractual Services on the remuneration and timeframe without delay. If there is any change in remuneration or completion date, it must be agreed by means of an amendment to the Contract or Order. Otherwise, remuneration and timeframe shall remain unchanged.

#### 3. Invoice and Payment

- 3.1. Unless expressly agreed otherwise by the Parties, Porsche Digital will settle invoices using the invoicing procedure. Invoices shall be submitted exclusively in electronic form via email to [invoice@porsche.digital](mailto:invoice@porsche.digital), with the Contractor ensuring that the original invoices are already created electronically.
- 3.2. In justified exceptional cases and by agreement with the Porsche Digital's creditor accounts department, the Contractor shall submit its invoices in paper form to Porsche Digital GmbH, Finance, Groenerstrasse 11/1, 71636 Ludwigsburg or to another address expressly specified by Porsche Digital.
- 3.3. Invoices must be submitted in a form suitable for checking, stating the Porsche Digital supplier number, Contract and/or Order number, purchase order number, place of unloading and name of contact in Porsche Digital's organization. Invoices without the necessary minimum content (and in particular purchase order number) may be rejected. All necessary invoicing documents must be attached. Invoices issued by companies based in Germany must be produced in accordance with German tax law. Accounting vouchers in the form of credit notes, debit notes and payment advice notes will be made available to the Contractor electronically via email. In exceptional cases, they will be sent by post or fax.
- 3.4. To the extent agreed between the Parties, when invoicing is carried out on a time and material basis, the invoices to be submitted in accordance with the Contract and/or Order, or otherwise monthly in arrears, shall mandatorily further include particulars of the number of employees that have carried out the invoiced services, the number of days worked by these employees, the daily rate for the employees whose services are the subject of the invoice, the originals of all signed timesheets which are to be produced, and a description of the expenses invoiced. Expenses shall only be reimbursed to the extent agreed in the Contract and/or Order and, if an all-inclusive rate has not been agreed, only against proof

of expenditure (it being understood that in case Contractor, its personnel, records time within Porsche Digital's system "Productive" or a similar time recording system, the respective time sheets need to be added by way of reference to the invoices)

- 3.5. Payment will be made within thirty (30) days strictly net unless otherwise agreed. This period shall commence on the day on which the invoice is received but not, however, before the agreed delivery date or service date and not before the actual shipment of the goods or the provision of the service and, if appropriate, acceptance.
- 3.6. Payment shall be made by bank transfer.
- 3.7. In addition to section 12, if the Contractual Services are faulty, Porsche Digital shall be entitled to withhold payment pro rata by value until orderly completion.
- 3.8. Unless prior written approval is granted by Porsche Digital (which shall not be unreasonably withheld), the Contractor shall not be entitled to assign its claims against Porsche Digital or to arrange for such claims to be collected by third parties. If, contrary to sentence 1, the Contractor cedes its claim against Porsche Digital to a third party without Porsche Digital's consent, the cession shall nevertheless be valid. Porsche Digital may, however, make payment to the Contractor or the third party at its own discretion with the effect of discharging its obligations.
- 3.9. All amounts stated in the Contract are inclusive of any tax deductions. If Porsche Digital is obliged pursuant to Section 50a of the German Income Tax Act (EStG) to withhold and pay withholding tax for the account of the Contractor in respect of remuneration, licence fees, payments in kind or other non-cash benefits paid or granted to the Contractor under this Contract, Porsche Digital shall be entitled to deduct the relevant amounts from the payments to be made to the Contractor. This shall apply even if it is doubtful whether the conditions for the tax deduction are fulfilled. The Contractor shall bear all withholding taxes for which it is liable. Tax will be generally deducted from the total remuneration, unless a separate apportionment is agreed in writing and the Contractor issues Porsche Digital an invoice corresponding to this apportionment. If the withholding taxes to be withheld by Porsche Digital exceed the payments to be made or made to the Contractor, the Contractor shall be obliged to pay the excess amount to Porsche Digital in advance or to reimburse Porsche Digital as soon as Porsche Digital has requested the payment from it in writing. This shall apply mutatis mutandis to withholding taxes in connection with the granting of benefits in kind and other non-cash benefits, and in the event that the Contracting Parties have divided the remuneration for the purposes of tax deduction and the tax amount is subsequently adjusted. When paying out the remuneration, Porsche Digital will only take account of any benefits under a double taxation agreement if the Contracting Parties have received a certificate of exemption from the Federal Central Tax Office and have presented it to Porsche before payment of the remuneration (Section 50d (2) sentence 1 of the German Income Tax Act).

#### 4. Provision of the Contractual Services

- 4.1. The Contractor is obliged to provide the Contractual Services such that they have the characteristics described in these General Terms and Conditions, the Contract and/or the Order and are not subject to defects which nullify or reduce the value or suitability for normal use, or the use intended or agreed under the Contract and/or Order.
- 4.2. The Contractual Services shall be provided:
  - 4.2.1. Based on the current state of the art;
  - 4.2.2. With due observation of the degree of diligence usual in the industry; and
  - 4.2.3. Except as specifically agreed in the Contract or Order, compliant with all at the time of shipment or as the case may be provision of the Contractual Services globally relevant statutory and official regulations, in particular with all approval regulations, the applicable safety requirements, and all rules pertaining to testing, the environment (including vehicle emissions and certification requirements as well as information reporting obligations), and identification/labelling.
- 4.3. Any hardware supplied as part of the Contractual Services must be CE-certified and comply with the applicable regulations of the "Verband der Elektrotechnik, Elektronik und Informationstechnik" ("VDE") and accident prevention regulations ("Unfallverhütungsvorschriften", "UVV"). Any software provided as part of the Contractual Services must comply with the relevant quality standards (e.g., the "Generally Accepted Principles of Orderly Data Processing" ("GoDV"), the "Generally Accepted Principles of Computer-Assisted Accounting Systems" ("GoBS") and the "Software Process Improvement and Capability Determination standard" ("SPICE").
- 4.4. The Contractor agrees to promptly notify Porsche Digital, the California Air Resources Board ("CARB") and the Attorney General of the State of California when the Contractor providing, or performing work related to, engine control unit hardware or software has reason to believe that a Defeat Device, as defined in 40 C.F.R. § 86.1803-01 and 42 U.S.C. § 7522(a)(3)(B), has been included in, designed for or requested for a vehicle.
- 4.5. If the subject matter of the contract / agreement includes creating or modifying engine control unit software and that is anticipated to be the subject of any filing with CARB, the Contractor agrees to (i) disclose, in the documentation for the software, for; and to (ii) maintain a change log of, any feature, that is known or reasonably should be known to detect emissions testing or function as an AECOD ("Auxiliary Emission Control Device"), as defined in 40 C.F.R. § 86.1803-01.
- 4.6. The Contractor shall ensure that the delivery items that are the subject matter of the contract / agreement fully comply with the environmental, material and substance requirements defined in VW 91100, VW 91101, VW 91102 and VW 50156. The Contractor must ensure that components, operating supplies and process materials which remain on the vehicle or are intended for the supply of spare parts can be used worldwide in accordance with the respective legal requirements on substances and materials (in particular chemicals, heavy metals, persistent organic pollutants and biocides). The intended uses and legal deadlines must be taken into account. Furthermore, the Contractor shall provide notification about the material composition in accordance with the requirements and deadlines

specified in VW 91101 and VW 50156 and shall immediately provide notification of any changes, enquiries by governmental authorities and doubts about worldwide applicability.

4.7 Unless otherwise agreed in writing, the Contractor shall:

4.7.1 Provide its Contractual Services at the place defined in the Contract or Order or in a separate written agreement.

4.7.2 Ship goods to Porsche Digital's registered office or a place of delivery specified in the Contract or Order. Delivery shall be made as "Delivered-at-Place" ("DAP") according to the "Incoterms 2020" rules.

4.8 Partial performance shall require the prior written agreement of Porsche Digital and must be contractually agreed.

4.9 Agreed timeframes, effective dates, milestones, deadlines etc. ("**Delivery Dates**") for the respective Contract and/or Order are binding. The time at which the items are provided ready for unloading at the place of delivery, or the time the items are installed and are technically ready for operation, or the time the Contractual Services are fully provided as agreed (as the case may be) shall determine whether the delivery date or delivery deadline has been met.

#### 5 **Obligation to Inspect and Inform**

5.1 Contractor is obligated to comprehensively inspect and test any digital data (e.g., digital deliverables, services or email attachments) using up-to-date inspection and analysis processes before providing it to Porsche Digital so as to ensure that it is free of malware (e.g., trojans, viruses, spyware). If malware is detected, Porsche Digital shall be notified immediately and a solution that is free of malware shall be created in agreement with Porsche Digital.

5.2 If the Contractor has concerns regarding the intended manner of execution or the materials, studies, preparatory work or documents provided by Porsche Digital, these must be advised in writing to Porsche Digital without undue delay. The same shall apply if the Contractor is aware or ought to be aware that other information or requirements of Porsche Digital are in error, incomplete, not clear or not suitable for execution.

5.3 If, while the Contractual Services are being provided, changes or improvements are seen to be expedient or necessary, the Contractor must inform Porsche Digital of this in writing or text form without undue delay and obtain a decision from Porsche Digital regarding a possible change to the Contractual Services.

5.4 If the Contractor gives Porsche Digital written notification that there are reasonable grounds for suspecting that rights granted by the Contractor to Porsche Digital to use software (or any other material protected by relevant intellectual property rights) provided to him for a limited period of time are being exceeded, Porsche Digital shall conduct a license audit (i.e., a review of compliance with the rights of use) for the software/material in question and shall inform the Contractor about the result of the license audit in writing.

#### 6 **Provision of Contractual Services by Third Parties**

6.1 The Contractor is not authorized to have the Contractual Services, or parts thereof, provided by subcontractors. Exceptions shall require the prior written approval of Porsche Digital.

6.2 In all cases, when using subcontractors, the Contractor must observe the relevant laws and regulations, in particular employment and social security laws. The Contractor shall indemnify Porsche Digital from all claims by third parties in connection with the use of subcontractors. The Contractor shall be liable for the actions and omissions of the subcontractors as if where its own actions and omissions.

#### 7 **Contractor Personnel, Minimum wage and Deployment Abroad**

7.1 The Contractor shall only employ staff who are qualified both technically and on a personal level for carrying out the Contractual Services and shall have sufficient experience in similar services as the Contractual Services. This also applies should members of the Contractor's staff be replaced. The Contractor shall be responsible for the consequences of changes to its staff in this respect, in particular all costs for replacing staff and the familiarization of replacement staff. Porsche Digital can demand proof that the Contractor's staff meet the above requirements and, if such proof is not provided without undue delay, request that such staff is replaced.

7.2 The Contractor shall identify to Porsche Digital a contact responsible for managing the Contractual Services and this person ("**Representative**") shall be the main point of contact for communications with Porsche Digital. The Contractor and Porsche Digital may decide that more than one Representative is appointed if the scope and/or complexity of the Contractual Service requires it. The Contractor undertakes to identify Representatives to Porsche Digital in writing in advance. Porsche Digital must also be advised beforehand in writing if there is a change of Representative.

7.3 Before the start of contractual performance the Contractor is required to screen for terrorist activity all persons who are deployed at Porsche Digital's factory premises to perform the Contractual Service (in compliance with applicable law). Therefore, the last name, first name, date and place of birth are to be verified against sanctions lists pursuant to Council Regulations (EEC) No. 2580/2001, No. 881/2002 and No. 753/2011 as well as any amendment to the lists of names which have been or will be issued by the European Commission. The check has to be repeated periodically, but as a minimum once per year. Porsche Digital has the right to request proof from the Contractor that the appropriate verifications have been performed. If the Contractor is "AEO"-certified ("AEO C/S" or at least "AEO S"), i.e., an authorized economic operator, the obligations under this section 7.3 are deemed to be fulfilled.

7.4 The Contractual Services shall be provided under the responsible management of the Contractor. The Contractor shall retain sole technical, personal and disciplinary authority for the staff employed by the Contractor within the framework of the subject matter of the Contract.

7.5 If foreign staff are employed, the Contractor shall undertake to ensure that they have a valid residence permit which entitles them to engage in gainful employment. A valid work permit in accordance with the currently applicable regulations must be presented to Porsche Digital on reasonable request.

7.6 The Contractor shall undertake to pay its employees at least the statutorily prescribed or contractually agreed minimum wage. Further, the Contractor shall undertake only to employ such subcontractors (where permitted within the Contract/the Order) that likewise contractually undertake to pay at least the legally prescribed or contractually agreed minimum wage to their employees. The Contractor shall place the subcontractors instructed by it under this obligation.

7.7 In the event of an infringement of applicable statutorily prescribed or contractually agreed minimum wage provisions (notably provisions of the German Minimum Wage Act ("**MiLoG**")), the Contractor shall undertake to comprehensively indemnify and hold harmless Porsche Digital from and against any and all obligations associated with such an infringement and also to compensate Porsche Digital for any damages resulting from a culpable infringement. The same obligation shall apply to the Contractor if a subcontractor instructed by it should infringe applicable statutorily prescribed or contractually agreed

minimum wage provisions ). If a claim should be made against Porsche Digital by an employee of the Contractor for payment of the statutory minimum wage, the Contractor shall undertake to provide to Porsche Digital all information necessary for the defence against the claim and any action for payment. This shall also apply following termination of the contractual relationship between Porsche Digital and the Contractor. The Contractor shall guarantee to place subcontractors instructed by it under this obligation and to pass the necessary information to Porsche Digital without delay if an employee of the subcontractor lodges claims against Porsche Digital.

7.8 Should the Contractor deploy employees abroad on a cross border basis to perform the Contractual Services, the Contractor undertakes to comply with all obligations for which it is responsible in respect of legislation pertaining to labour, foreign workers, tax and social insurance as well as other obligations relating to national and foreign law. Porsche Digital shall inform the Contractor of the relevant place of performance in good time.

7.9 The Contractor shall undertake to comprehensively indemnify and hold harmless Porsche Digital from and against any and all third-party claims resulting from the Contractor's breaches of his obligations pursuant to section 7.8. and also, to compensate Porsche Digital for any losses resulting from a culpable infringement.

#### 8 **Delay in Delivery and Contractual Penalties**

8.1 If the Contractor believes that it cannot meet a Delivery Date, it shall notify Porsche Digital immediately, stating the main reasons for the default. The agreed Delivery Dates shall remain unchanged unless a change to them is agreed in writing.

8.2 The Contractor shall be obliged to compensate Porsche Digital for damages caused by the delay. The Contractor shall be deemed to be late if the Delivery Date is exceeded unless the Contractor is not responsible for exceeding the agreed Delivery Date.

8.3 If a penalty for delays which are the responsibility of the Contractor has been agreed in the Contract or Order, Porsche Digital reserves the right to lodge a claim for damages above the agreed amount. The right to demand payment of an agreed penalty shall not be forfeited by the fact that the penalty was not expressly reserved when accepting the delayed Contractual Service. However, the reservation must be declared by Porsche Digital at the latest on payment for the delayed Contractual Service. A penalty for delay is to be allowed for in claims for damages which are based on the delay.

8.4 If the Contractor is late with the provision of the Contractual Services, Porsche Digital shall have the right to revoke the Contract or Order with respect to the Contractual Services the Contractor is late with. Porsche Digital shall also have the right, but not be obliged, to revoke the Contract or Order as a whole. Porsche Digital's right to claim for damages remains unaffected.

8.5 In addition (i.e., unless stipulated otherwise by the above provisions of this section 8), the statutory provisions regarding default shall apply.

#### 9 **Quality and Documentation**

9.1 On delivery, the Contractor shall cede to Porsche Digital written information on the properties of the Contractual Services where these are required for complying with the requirements of the authorities at home and abroad. The Contractor shall reach an agreement with Porsche Digital regarding the necessity thereof.

9.2 If Porsche Digital requests initial samples of goods, the Contractor may only commence production of goods on receipt of written approval by Porsche Digital.

9.3 With justified cause (e.g., in the case of non-compliance with agreements, milestones etc. by the Contractor), Porsche Digital shall be entitled to check the provision of Contractual Services by the Contractor during normal business hours and inspect the materials, documents and results and other objects which are directly or indirectly associated with the Contractual Services.

#### 10 **Acceptance**

10.1 Insofar as Contractual Services are subject to acceptance (as agreed in the Contract or Order), the Contractor shall notify Porsche Digital in writing of completion of its Contractual Services, hand over the Contractual Services to Porsche Digital or make them available for acceptance. An acceptance date must then be agreed. Before the Contractual Services are handed over, the Contractor shall first test them itself to determine that they meet the contractual requirements and comply with the product description and specifications.

10.2 It is possible to agree on the acceptance of individual, self-contained parts of the Contractual Services ("**Partial Acceptance**") within a Contract or Order. Such acceptance is then deemed to be acceptance in legal terms with regard to the partial performance. The Parties may agree that after completion of all agreed Partial Acceptances, it is established that contractual performance has been accepted in its entirety.

10.3 Unless Partial Acceptance has been agreed in accordance with section 10.2, a joint assessment of the condition of parts of contractual performance by Porsche Digital and the Contractor during the progress of the project ("**Performance Assessment**") shall not constitute acceptance in legal terms. As a rule, Performance Assessments are subject to acceptance in legal terms. The result of the Performance Assessment must always be documented in writing in a protocol to be signed by both Parties.

10.4 Acceptance shall take place within four (4) weeks of Porsche Digital's receipt of notification of completion of partial or total performance and handover/provision of the Contractual Services, unless a different date has been agreed. The Contractor shall assist Porsche Digital in carrying out testing and trial operation (jointly "**Acceptance Test**") upon request. The risk relating to price and performance shall pass to Porsche Digital only after confirmation that the Acceptance Test has been completed successfully. If verification of the Contractual Services by the Contractor requires commissioning or putting into use for test purposes, acceptance shall only take place after the tests have been successfully completed. Completion of the Acceptance Test must be recorded in writing together with any defects that have arisen in the Contractual Services. This record must be signed by both Parties. If the Acceptance Test has been completed successfully, Porsche Digital shall confirm Acceptance immediately in writing. If the Acceptance Test has not been completed successfully and the discovered defects are not merely insignificant, Porsche Digital can refuse Acceptance. In this case, the Contractor shall immediately rectify defects that have arisen and present the Contractual Services again for Acceptance Testing within the agreed dates and deadlines. The Contractor shall bear all the costs incurred by Porsche Digital as a result of the Acceptance Test being repeated. Porsche Digital's rights if Delivery Dates are overrun as a result shall remain unaffected.

10.5 If Porsche Digital accepts the Contractual Services despite the fact that defects that are not merely insignificant have been discovered, these defects shall be recorded in the acceptance report and rectified by the Contractor immediately.

10.6 The Contractor has the right to prove that a defect should be assigned to a different class or that no

defects exist.

10.7 Payments by Porsche Digital do not mean that the Contractual Services have been accepted by way of partial or total final acceptance or that acceptance has been waived.

#### 11 Notification of defects

Porsche Digital must notify the Contractor in writing within fourteen (14) days of receipt of delivery of any defects in the Contractual Services where these involve clearly recognizable (i) defects, (ii) transport damage, and/or (iii) identity or quantity deviations. In case of all other defects in the Contractual Services, notification of such defects shall be deemed to be timely if it is made within fourteen (14) days of discovering the defect.

#### 12 Material defects

12.1 Claims arising from defect liability shall lapse on expiry of thirty-six (36) months from the transfer of risk or acceptance unless a longer limitation period is provided by law.

12.2 In case of defects, Porsche Digital shall have the option of requesting that the defect be rectified, or the relevant Contractual Service be replaced or remanufactured. If rectification of the defect is unacceptable to the Contractor, it must supply a defect-free replacement or provide the Contractual Service anew. The costs of rectification, including any installation and dismantling costs, shall be borne by the Contractor.

12.3 The Contractor shall rectify defects in software (being a or part of a Contractual Service) by supplying a version that is free of defects. If Porsche Digital cannot be reasonably expected to wait until a version free of defects is supplied, the Contractor shall swiftly provide an adequate replacement or workaround solution in order to minimise the effects of the defect until the replacement.

12.4 If the Contractor refuses to carry out the rectification, if the rectification is unsuccessful, if Porsche Digital does not find it reasonable or if the Contractor does not meet Porsche Digital's requirement to carry out the rectification within a reasonable time in the individual case, Porsche Digital shall be entitled to make further claims based on defects according to statutory regulations and, in the case of work and labour services, including the right to remedy the defects itself.

12.5 Notification of a defect to the Contractor shall suspend the limitation period. If the Contractor is notified of a defect within the limitation period, the Contractor shall forego any defence under the statute of limitations.

12.6 In addition (i.e., unless stipulated otherwise by the above provisions of this section 12), the statutory provisions shall also apply.

#### 13 Contractor's Liability

The Contractor's liability for damages and product liability shall be based on the statutory provisions.

#### 14 Manufacturer's Warranty

If manufacturer's warranties for the Contractual Services exist, the Contractor shall pass these on to Porsche Digital so that Porsche Digital can assert warranty claims directly against the manufacturer or through the Contractor. The Contractor shall provide such warranty statements together with the Contractual Services.

#### 15 Rights to Work Results

15.1 All results which are produced or developed in conjunction with or owed as the Contractual Services (including – as the case may be – source code, test and development reports, suggestions, ideas, drafts, designs, proposals, samples, models, drawings, developed software, CAD data records, service descriptions, documentation, programs, software, customisations, updates or patches for existing software and other documents and work products of any kind; "Work Results") shall be assigned ("*Eigentumsübertragung*" in the meaning of §§ 929 seqq. BGB) to Porsche Digital. If this is not legally possible, Porsche Digital shall be granted exclusive, irrevocable, transferable, sub-licensable usage rights, which are unlimited in time, location and content, to all Work Results. The usage rights shall comprise all types of use, in particular storage, loading, execution, processing of data, adaptation (also by third parties), including permanent combination with services of the Contractor, the right to reproduce and disseminate the Work Results, the right to present and demonstrate them (also in public), the right to remarket them, and the right to make changes, rework, translate, make additions to and develop them further, even without indication of who is the originator.

15.2 If the Contractor involves subcontractors, it shall ensure by means of appropriate contractual agreements that the subcontractors also provide Porsche Digital with the Work Results and usage rights as described in section 15.1.

15.3 Use of the Contractual Services by the Contractor or third parties beyond the extent required to perform the Contractual Services requires the prior written agreement of Porsche Digital.

15.4 The companies of the Volkswagen Group as defined by § 15 AktG and the holding companies "FAW Automotive Co Ltd." (Changchun, People's Republic of China), "Shanghai Volkswagen Automotive Co., Ltd." (Shanghai, China) and "MAN AG" (Munich, Germany) shall also be entitled to the above rights.

15.5 If innovations should be produced in conjunction with the provision of the Contractual Services (these include, in particular, inventions, suggestions for technical improvement, know-how, and also other individual intellectual and creative services), the Contractor is obliged to notify Porsche Digital of this and to provide all documentation necessary for evaluating the innovations. Only Porsche Digital shall be entitled to submit applications for proprietary rights. The Contractor shall claim innovations of this kind in relation to its staff without restriction in a timely manner, and support Porsche Digital in obtaining proprietary rights, in particular issuing the necessary declarations therefor. If Porsche Digital should decline in writing to apply vis-à-vis the Contractor, the Contractor shall then be entitled to apply for appropriate proprietary rights at its own expense. Porsche Digital shall be entitled to non-exclusive, free-of-charge and transferable usage rights which are unlimited in time, location and content, to the proprietary rights subsequently granted to the Contractor. Porsche Digital and the Contractor shall only bear the commission for employee's inventions for their own employees in each case.

15.6 If, on conclusion of the Contract, the Contractor's existing proprietary rights are required for the production or use of the Contractual Services, Porsche Digital shall irrevocably be granted non-exclusive, transferable and sub-licensable usage rights which are unlimited in time and location thereto, for the use of the Contractual Services by Porsche Digital or authorised third parties. Before commencing work, the Contractor shall advise which of its proprietary rights may be important for the Contractual Services.

15.7 The Contractor acknowledges that all data created by Porsche Digital, the Contractor, the end customer or another third party from or in connection with the Contractual Services shall be attributed to Porsche Digital, if the end customer or another third party is not entitled to it under prevailing law. The Contractor shall not claim ownership of or any other rights to this data and shall not use the data in particular for

big data purposes, such as for collecting data, creating databases or conducting data analyses. The right of the Contractor to use the data for fulfilling this Contract, where it is required for that purpose, shall remain unaffected.

15.8 Sub-licences or rights of use that have been granted shall not be affected if the Contract is rescinded or terminated.

15.9 The granting of rights pursuant to this section 15 shall be paid up through the compensation for the Contractual Services.

15.10 None of the foregoing provisions of this section 15 shall prevent the Contractor from using the working methods and/or procedures pre-existing of the provision of the Contractual Services for its services vis-à-vis third parties.

#### 16 Third-party Property Rights

16.1 The Contractor shall guarantee that the Work Results and Contractual Services provided by it do not infringe any third-party proprietary rights when used in accordance with the Contract.

16.2 If the rights of third parties would be infringed or if uninterrupted usage of the Contractual Services would be impaired due to the intended form of the Contractual Services, the Contractor shall inform Porsche Digital without delay before commencing the provision of the Contractual Services. The Parties shall then jointly seek an alternative form of the Contractual Services.

16.3 If the proprietary rights of third parties cannot be circumvented when using the Contractual Services in accordance with the Contract, the Contractor undertakes to clarify whether the proprietary rights affected can be used by way of a licence. Porsche Digital will then decide whether a licence should be acquired. The Parties shall agree on the distribution of the costs incurred thereby in the individual case. In case a licence cannot be acquired or Porsche Digital decides that no licence should be acquired, Porsche Digital may withdraw from the Contract or Order (or parts thereof).

16.4 If the Contractor does not provide the Contractual Services free from third-party proprietary rights or if it does not inform Porsche Digital without delay of a threatened infringement of rights due to the intended form of the Contractual Services, it shall be obliged to indemnify Porsche Digital from all claims from third parties unless the conflicting proprietary rights were unknown to the Contractor and the Contractor could not be expected to be aware of them even when applying the diligence of a prudent businessman. Further statutory claims and rights by Porsche Digital remain unaffected.

16.5 In addition, Porsche Digital shall be entitled to the statutory claims on account of defective title, wherein the limitation period shall be thirty-six (36) months from the transfer of risk unless a longer limitation period is provided by law.

#### 17 Force Majeure

Force majeure, lawful labour disputes, civil disturbances, action by official bodies and other unforeseeable, unavoidable and serious external events ("Events") shall release the Parties for the duration of such Events and, to the extent affected by such Events, from their duties to perform. The Parties shall within the framework of what is reasonable, be required to provide the required information about the respective Event and its expected duration without undue delay and adjust their obligations to suit the changed conditions in good faith.

#### 18 Use of Free and Open Source Software

##### 18.1 Definition of Free and Open Source Software

"Free and open source software" ("FOSS") is software which

18.1.1 is licensed and released on terms that meet the requirements of the "Open Source Definition" of the "Open Source Initiative" and is therefore licensed and distributed free of charge by its copyright holders also in source code form to be used in any way by anyone, and/or

18.1.2 is licensed on terms which have been recognized on the websites of the "Open Source Initiative" and/or the "Free Software Foundation" as free software licenses or open source software licenses, and/or

18.1.3 is offered as public domain software.

##### 18.2 Preconditions for the Use of FOSS

FOSS may only be used in or for or in connection with the Contractual Services if all the license requirements for the FOSS in use are met and all the following terms are complied with:

18.2.1 The Contractor must not make use of FOSS in the Contractual Services in any way that would cause a copyleft effect on pre-existing proprietary software or software newly developed as part of the Contract or Order. This does not apply to modifications made in existing FOSS components (e.g. bug fixes and modifications to specific hardware) and individual cases that Porsche Digital agreed upon.

18.2.2 The Contractor must not use any FOSS with license terms which require that the user must be able to install or execute modified software on hardware with integrated software ("Embedded System", in particular motor vehicles), unless the Contractor has the confirmed information by Porsche Digital that the software provided by the Contractor will not be used on such an Embedded System with technical security mechanisms (e.g., signature procedure).

18.2.3 The Contractor undertakes to complete the FOSS declaration (located under [https://www.vwgroupsupply.com/one-kbp-pub/de/kbp\\_public/information/procurement\\_conditions\\_new/porsche\\_ag.html](https://www.vwgroupsupply.com/one-kbp-pub/de/kbp_public/information/procurement_conditions_new/porsche_ag.html)) truthfully and confirms by signing it that any FOSS is used in compliance with the licenses and complies in full with the stipulations of the FOSS declaration.

The requirements set out in this section 18.2 also apply, without further notice or request by Porsche Digital, to every update of a software used in the or provided as Contractual Services, regardless of the form in which the software (such as source code, binary, software as a service, container) is provided.

##### 18.3 Confirmation

Irrespective of any other rights of Porsche Digital, the Contractor guarantees to Porsche Digital that it will comply with the stipulations in section 18.2 and all requirements arising from the relevant licenses for all FOSS used by the Contractor in conjunction with the Contractual Services, that the Contractual Services do not contain any further FOSS and that there is no other copyright infringement.

##### 18.4 Legal Consequences and Compensation

In the event that the Contractor fails to comply, or fails to comply in good time, with (i) the license terms for the FOSS included in or any other copyright provisions concerning the Contractual Services, and (ii) the preconditions and confirmations given in sections 18.2 and 18.3, the Contractor undertakes the following:

18.4.1 If FOSS is used in Contractual Services in a way which does not comply with the relevant licenses the Contractor shall exchange such software promptly at its own cost for other software components which

can be used without infringing license terms or applicable copyright law.

18.4.2 The Contractor must reimburse Porsche Digital for all costs, expenses and damages incurred and resulting from non-compliance or delayed compliance.

A lack of one of the confirmed issues in section 18.3 will be deemed a material breach of contractual obligations and the Contractual Services will be deemed defective as a result.

#### 19 Free-issue Items

19.1 All concrete or non-concrete resources provided by Porsche Digital, such as documents, information, data media, access to systems, hardware or other objects ("**Free-issue Items**"), shall be used by the Contractor solely to perform the Contractual Services.

19.2 Porsche Digital retains the right to ownership of Free-issue Items. Processing or alteration shall be carried out by the Contractor for Porsche Digital. If the free-issue items are processed or mixed with other items which do not belong to Porsche Digital, Porsche Digital shall acquire joint ownership of the new item in the ratio of the value of the items it has provided to the other processed or mixed objects at the time of processing. If mixing takes place in such a manner that the Contractor's item is seen as the principal item, the Contractor herewith transfers to Porsche Digital proportional joint ownership of the principal item. Porsche Digital herewith accepts the transfer. The Contractor shall hold the sole or joint ownership free of charge for Porsche Digital.

19.3 Access authorizations, in particular to IT and other systems, provided to the Contractor by Porsche Digital and the authorization to use infrastructure, computers or licenses shall end when the Contract and/or Order ends. At the same time, the Contractor shall return all ID cards and other objects it has received from Porsche Digital in connection with the Contract and/or Order. Electronic documents, information or means of access shall be destroyed, deleted or overwritten in such a way that they can no longer be restored.

#### 20 Retention of Title

Insofar as the Contract and/or Order involves the purchase of goods, the Contractor reserves the right to the ownership of all items supplied by it until the delivery concerned has been paid for in full. Other forms of retention of title shall not be recognized by Porsche Digital.

#### 21 Term and Termination

21.1 If the Contractor is providing a work service ("*Werkvertrag*" in the meaning of § 631 BGB), Porsche Digital may terminate the entire Contract or Order or parts thereof at any time or, in the case of continuous service, only by giving reasonable notice. If the Contractor is not responsible for the termination, the Contractor's entitlement to remuneration shall be based on the statutory provisions with the provision that the assumption according to § 648 sentence 3 BGB is limited to 2.5 percent unless the Contractor provides evidence of a higher amount. If termination occurs for good reason without notice, the Contractor shall only be entitled to remuneration for the Contractual Services which have been completed and demonstrated up to the time of termination if the use of these Contractual Services is acceptable to Porsche Digital and the Contractual Services are usable. Otherwise, there shall be no entitlement to remuneration.

21.2 If the Contractor is providing a service ("*Dienstvertrag*" in the meaning of § 611 BGB), Porsche Digital may terminate the Contract or Order or parts thereof at any time. If the termination is based on an action by the Contractor which contravenes the Contract or Order and which is the responsibility of the Contractor, or if the Contractor itself terminates the Contract or Order without being prompted to do so by an action on the part of Porsche Digital which contravenes the Contract, only those Contractual Services which have been provided up to then in accordance with the Contract and which have been completed and demonstrated shall be remunerated as long as these can be used by Porsche Digital. Porsche Digital's right to claim for damages remains unaffected. If the reasons for the termination are not the responsibility of the Contractor, Porsche Digital shall reimburse the expenses which can be shown to have been incurred and which result directly from the Contract, including the costs arising from commitments which cannot accordingly be resolved. The Contractor shall not be entitled to further claims for performance or for damages in the event of termination.

21.3 The rights to the results achieved up to the point of termination shall transfer to Porsche Digital in accordance with section 15.

21.4 On completion of the Contractual Services agreed in the Contract or Order or following a termination, the Contractor must hand over without prompting all results of the Contractual Services as well as the documents including parts, samples and digital data media loaned to him by Porsche Digital. A right of retention to these documents shall only apply on account of undisputed or legally binding claims arising from the same legal relationship.

21.5 Any notice of termination must be given in writing.

#### 22 Confidentiality

22.1 "**Confidential Information**" shall mean any written, verbal, electronic, visual or any other tangible or non-tangible notices, documents, disclosures, materials or other information from the disclosing Party, including but not limited to data, know-how, source codes, technical and non-technical information, materials, prototypes, samples, specifications, prices and other business-related information, and any reproductions thereof, which are disclosed or otherwise made accessible to the other Party in connection with the Contract or Order, regardless of whether these are explicitly identified as being "*confidential*" or "*proprietary*" or which must be regarded as such by reason of the disclosing Party's intention for them to be kept confidential owing to the nature of the information or for some other reason.

Information shall not be deemed Confidential Information to the extent the receiving Party can prove that such information:

22.1.1 was known to the receiving Party, was generally known, or freely accessible to the public at the time it was disclosed or made accessible to the receiving Party;

22.1.2 became generally known or freely accessible to the public after the time of disclosure or made accessible without any direct or indirect breach of a confidentiality obligation toward the disclosing Party;

22.1.3 was disclosed or made accessible to the receiving Party by an authorized third party outside the scope of a confidentiality obligation toward the disclosing Party after the time of disclosure or making accessible;

22.1.4 was created or developed by the receiving Party without using or referring to the Confidential Information of the disclosing Party;

22.1.5 was expressly marked or described in writing by the disclosing Party as not confidential;

22.1.6 the receiving Party was obliged to disclose the information to comply with the law or by virtue of a judicial order or regulatory action; or

22.1.7 the receiving Party was allowed to disclose the information pursuant to § 5 of the German Trade Secrets Act ("*Geschäftsgeheimnisgesetz*", "*GeschGehG*").

The Parties shall treat all Confidential Information as confidential, protect it from access to and notice by third parties, in particular by means of appropriate technical and organizational measures, and shall not communicate or make accessible such information or any part thereof, either directly or indirectly, to third parties, and to use it exclusively in accordance with and for the purpose of the performance of the Contract or Order and to make it accessible only to those employees who need the Confidential Information for the purpose of the performance of the Contract or Order and who are themselves subject to a confidentiality obligation.

22.2 The Parties are prohibited from obtaining Confidential Information by means of reverse engineering except as permitted by applicable law. "*Reverse Engineering*" shall mean any action, including observing, testing, examining, disassembling or reassembling, as the case may be, for the purpose of obtaining Confidential Information.

22.3 The Contractor may only refer to the business relationship in advertising with the prior written consent of Porsche Digital.

22.4 Sub-suppliers and subcontractors involved in the performance of the Contract or Order shall not be considered to be third parties within the meaning of this section 22, provided that they are subject to a confidentiality obligation that corresponds with the provisions of this section 22, whereby disclosure of Confidential Information shall be limited to such Confidential Information that they need in order to perform their services for the receiving Party. Companies affiliated with Porsche Digital as defined in § 15 AktG shall also not be considered third parties within the meaning of this section 22 in relation to Porsche Digital.

22.5 For each culpable violation of the confidentiality obligations in this section 22 committed by the receiving Party, its employees, consultants, subcontractors or other third parties engaged by it, the disclosing Party shall be entitled to demand payment of a penalty from the receiving Party, the amount of which shall be determined by the disclosing Party in its equitable discretion, notwithstanding the receiving Party's right to have a competent court of law decide on the appropriateness of such determination. Payment of the penalty shall be without prejudice to any further claim for damages. Any contractual penalty paid shall be set off against any claims for damages, the contractual penalty constituting the minimum damage.

22.6 The obligations under this section 22 shall apply for the duration of the Contract or Order or its respective performance and for a period of three (3) years thereafter, as well as for any further period of time in which the Confidential Information remains the disclosing Party's trade secret under applicable law.

#### 23 Information Security

23.1 The Contractor undertakes to immediately and appropriately secure all of Porsche Digital's information and data, in particular Confidential Information (hereinafter "**Porsche Digital Data**") against unauthorised access, modification, destruction or loss, unauthorised transmission or any other unauthorised processing or other misuse in accordance with the current state-of-the-art.

23.2 The full range of currently recognized state-of-the-art precautions and measures must be taken when backing up Porsche Digital Data in order to archive and restore data files in compliance with the law and in a manner so that they cannot be lost at all times.

23.3 On request of Porsche Digital, the Contractor is obliged to have a TISAX assessment (<https://enx.com/en-us/TISAX/>) carried out with the TISAX assessment scope specified by Porsche Digital within a reasonable period of time and to make the results available to Porsche Digital.

#### 24 Data Protection

24.1 In case the Contractor has access to personal data while performing the Contract or Order, the Contractor shall observe all applicable laws and regulations on data protection and privacy. In particular, the Contractor shall only process personal data as required for the performance of the Contractual Services, shall make sure that the Contractor's employees only have access to personal data to the extent strictly required, and shall instruct and commit the Contractor's employees on applicable laws and regulations on data protection and privacy in writing and submit proof of this to Porsche Digital upon request. In case of commissioned data processing by the Contractor on Porsche Digital's behalf, the Contractor shall – before the Contractor receives access to the personal data from Porsche Digital – execute the required data protection agreement that Porsche Digital provides in the respective context (particularly an agreement on commissioned data processing in the meaning of Art. 28 (3) of the EU General Data Protection Regulation, "**GDPR**"). Unless otherwise agreed, the Data Processing Agreement available via the Porsche Digital website at <https://www.porsche.digital/en/supplier-information> - Data Processing Agreement, valid at the time of conclusion of the contract, shall apply. The Contractor warrants that the processing of personal data on behalf of Porsche Digital or Porsche Digital's customers is only conducted in the territory of the Federal Republic of Germany, a Member State of the European Union or a Member State of the Agreement on the European Economic Area. Derogations from this provision shall be agreed upon by Porsche Digital and the Contractor in writing.

24.2 The Contractual Services must be provided in compliance with the requirements for data protection by design and by default (Art. 25 GDPR), to the extent that these requirements are applicable to the Contractual Services. In this case, the Contractor will provide Porsche Digital with documentation of implementation of these requirements upon request and ensures that the principles relating to the processing of personal data (Art. 5 GDPR) can be fulfilled during the intended use of the Contractual Services.

#### 25 Export Control and Foreign Trade

25.1 Each Party is responsible for complying with all applicable national and international export control laws and regulations, including those relating to foreign trade, embargoes and other sanctions ("*Export Control Law*"), when transferring products, software or technology ("*Items*") in any way, whether directly or indirectly, including, for example, exports, re-exports or deliveries domestically and within the EU ("*Transfer*"), or when providing technical assistance to the other Party.

25.2 The Contractor assures that it is not listed on any sanctions lists published by the United Nations, the European Union or any of its member states, the U.S. Bureau of Industry and Security (BIS), the U.S. Office of Foreign Assets Control (OFAC) or the United Kingdom. Furthermore, to the best of its knowledge, the Contractor assures that it is not directly or indirectly owned (50 per cent or more) or controlled by any person, company or organisation listed on any of the above sanctions lists. The Contractor shall notify Porsche without undue delay of any change affecting this confirmation.

25.3 If the Contractor Transfers Items based on this Contract to Porsche that are subject to applicable Export Control Law, the Contractor shall provide Porsche with the relevant export control classification for each Item at the time of the initial Transfer of the respective Item, without being requested to do so. This obligation also applies to Items subject to the U.S. Export Administration Regulations (EAR99). This

information must be sent to the responsible product team of Porsche Digital. The Contractor shall only inform Porsche of subsequent Transfers in the event of changes. If Porsche requires further information to fulfill its legal obligations, the Contractor shall provide it upon request. If the Contractor does not provide the relevant export control classification, this shall be deemed equivalent to a declaration that the Transferred Items are neither subject to applicable Export Control Law nor governed by the U.S. Export Administration Regulations (EAR99).

- 25.4 If Porsche Transfers Items to the Contractor within the scope of this agreement, the following shall apply:
- 25.5 The Contractor must not make the Items available, export or re-export them, either directly or indirectly, to the Russian Federation or for use in the Russian Federation.
- 25.6 The Contractor shall use its best endeavours to ensure that the purpose of Clause 24.4.1 (GP) is not undermined by third parties in the supply chain, including potential resellers and Subcontractors.
- 25.7 In the event of a breach of Clauses 24.4.1 (GP) and/or 24.4.2 (GP), Porsche shall be entitled to terminate the Contract for good cause.
- 25.8 The Contractor shall inform Porsche without undue delay of any problems in applying Clauses 24.4.1 (GP) or 24.4.2 (GP), including any relevant activities of third parties that could undermine the purpose of Clause 24.4.1 (GP). The Contractor shall provide Porsche with information on compliance with the obligations under Clauses 24.4.1 and 24.4.2 (GP) within two (2) weeks of a unilateral request.
- 25.9 The provisions set out in Clause 24.4 (GP) above shall apply accordingly to the provision, export or re-export of Items for use in Belarus.
- 25.10 The Clause "Export Control and Foreign Trade" applies only on condition that it does not result in a violation of applicable anti-boycott laws or conflict with them.
- 25.11 In accordance with applicable customs regulations, the customs value of hardware delivered from a third country must include all costs incurred in connection with the delivery. This includes the costs of the hardware itself and all additional delivery-related costs. This includes the costs of pre-installed systems and operating software, for example. The Contractor undertakes to provide all relevant information and documents required to determine the customs value. Any subsequent changes or additional costs must be included in the customs value and reported to Porsche, unless they have been already factored into the final price of the hardware.

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## 27 Compliance and Sustainability

Unless otherwise agreed, "Porsche AG requirements regarding sustainability in its relationships with business partners (Code of Conduct for Business Partners)" valid at the time of conclusion of the contract shall become part of the contract.

- 27.1 These requirements are available via the Porsche website at <https://www.porsche.com/international/legal/compliance>. In the event of an infringement of these obligations relating to the performance of the Contract or Order, or if sufficient reason exists to suspect such an infringement in relation to the Contract or Order, the Contractor must inform Porsche Digital without undue delay and inform Porsche Digital which measures it is taking to remedy such infringement and prevent future violations. If the Contractor fails to inform Porsche Digital without undue delay or to take appropriate remedial measures within sixty (60) days of learning of the situation, Porsche Digital shall be entitled to end the entire business relationship by extraordinary termination immediately.

## 28 General

- 28.1 If one of the Parties ceases payments or if an application is made for commencement of insolvency proceedings on its assets or for out-of-court settlement proceedings, the other Party will be entitled to revoke the portion of the Contract or Order not yet executed. This shall also apply accordingly if the economic position of a Party deteriorates in such a way as to seriously affect fulfilment of the Contract or Order.
- 28.2 The place of performance for the Contractual Services of the Contractor is the registered office of Porsche Digital. Alternative provisions may be agreed for the delivery itself.
- 28.3 If one of the provisions of these General Terms and Conditions and of additional agreements is or becomes ineffective, this shall not affect the validity of the remaining provisions. The Parties are obliged to negotiate in good faith a rule which replaces the ineffective provision. The same shall apply in the event of a lacuna.
- 28.4 The law of the Federal Republic of Germany shall apply exclusively. The application of the terms of UN Trade Law (United Nations Convention on Contracts for the International Sale of Goods) of April 11, 1980, shall be excluded.
- 28.5 The exclusive place of jurisdiction is the registered office of Porsche Digital; whereby Porsche Digital reserves the right to assert claims at the court of the Contractor's registered office.
- 28.6 To the extent these General Terms and Conditions are produced in German and English the following applies: in the event of contradictions and discrepancies between the German and the English version the German version shall prevail.

### Additional Provisions regarding Information Technology Goods and/or Services

Subject to section 1.2, the following Additional Provisions and the respective Special Part(s) apply additionally to the above General Provisions.

## 29 Information Security

- 29.1 The Contractor has taken appropriate technical and organizational measures to prevent disruptions to the availability, integrity, authenticity and confidentiality of its information technology systems, components and processes as well as all Porsche Digital information and data and has implemented appropriate, industry standard standards, processes and methods to prevent, identify, assess and remedy all vulnerabilities, malicious code and other disruptions in the Contractual Services. In doing so, the Contractor shall comply with applicable standards such as IEC/ISO 27001, IEC 62443 or ISO 21434 and the state of the art.
- 29.2 The Contractor shall test and evaluate the security of the Contractual Services before and – in the case of continuing obligations – regularly during the provision of the Contractual Services. The Contractor shall document the results in accordance with standard industry practice and make them available to Porsche Digital on request. Porsche Digital shall be entitled, but not obliged, to comprehensively test,

examine and process the Contractual Services at any time for vulnerabilities, malicious code and other malfunctions, and in particular to remove, disable or bypass program protection measures. The Contractor shall grant Porsche Digital the rights required for this purpose. Porsche Digital shall be entitled to commission third parties bound to confidentiality to carry out these tests. The Contractor shall provide Porsche Digital with reasonable assistance on request. This right of Porsche Digital shall not restrict the Contractor's obligations under this section 27.

- 29.3 The Contractor shall inform Porsche Digital of its office responsible for ensuring information security and shall provide the relevant contact information. The Contractor shall notify Porsche Digital immediately in text form of any potential or actual disruptions to information security and – in close consultation with Porsche Digital and at its own expense – shall immediately initiate effective countermeasures which do not restrict the provision of the Contractual Services.
- 29.4 IT systems that are not installed in the vehicle must be developed and documented in accordance with the "Porsche Vorgehensmodell" (PVM) or the Porsche Digital Framework of Agile, Adjustable, Scalability Template ("FAAS<T>").
- 29.5 The Contractor shall confirm compliance with the provisions of this section 27 to Porsche Digital upon request by providing written evidence, including recognized test reports (such as "SSAE-16 SOC2 Type II"). The Contractor shall also grant Porsche Digital the right, subject to prior notification, to inspect and review all data relating to business transactions between Porsche Digital and the Contractor at the Contractor's premises and to review information security measures; Porsche Digital or third parties commissioned by Porsche Digital and obliged to maintain confidentiality may enter the Contractor's premises during normal business hours for this purpose. The Contractor shall bear the costs of the inspection if violations of the agreements of the respective Contract or Order and/or these General Terms and Conditions are discovered, unless the Contractor acted without negligence.
- 29.6 The Contractor shall impose obligations on its subcontractors and suppliers which correspond to the obligations in this section 27.

## 30 Artificial Intelligence

The Contractor warrants that all AI-related contractual services provided to Porsche Digital comply with Regulation (EU) 2024/1689 ("AI Act"), all applicable statutory and regulatory requirements. The Contractor shall document legal compliance, provide all necessary support for lawful use, and promptly inform Porsche Digital of any changes or errors. Porsche Digital retains exclusive rights to all outputs generated by AI services and may use, modify, or exploit such outputs without restriction. The Contractor shall not use Porsche Digital data for AI training, testing, or validation without prior written consent. Any use of AI tools in service provision requires Porsche Digital's express approval, transparent labelling of AI-generated content, and a review for accuracy and legal conformity. The Contractor remains fully liable for errors or breaches arising from the use of AI tools.

### Special Parts

#### a) Purchase and Leasing of Hardware and/or Standard Software

## 31 Scope of this Special Part

The provisions in this Special Part apply to hardware or standard software that is provided to Porsche Digital for a limited period of time or permanently.

## 32 Scope and Subject Matter of the Contractual Services

- 32.1 Hardware is always supplied with system and operating software pre-installed (hereinafter for the Special Parts "Hardware"). The associated system and operating software is additionally provided to Porsche Digital on a commercially available data medium. The Hardware must be set up, installed, integrated and configured by the Contractor, it must be handed over to Porsche Digital in a state that is ready for operation, and ownership of it must be transferred to Porsche Digital.
- 32.2 If the Parties have agreed that the Hardware is to be provided for a limited period of time, the Contractor shall perform the maintenance and repair services required to keep the Hardware in its contractual condition during the lease period. The provisions in Special Part b) *Maintenance of hardware and/or software* shall apply accordingly.
- 32.3 Standard software shall be provided to Porsche Digital for use to the contractually defined extent. If agreed, standard software must be installed, configured and handed over by the Contractor to Porsche Digital in a state that is ready for operation.
- 32.4 If the Parties have agreed that the standard software is to be provided for a limited period of time, the Contractor shall perform the maintenance and repair services required to keep the standard software in its contractual condition during the lease period. The provisions in Special Part b) *Maintenance of hardware and/or software* shall apply accordingly.
- 32.5 Unless expressly agreed otherwise by the Parties, the Contractor shall provide the software in object code on a commercially available data medium in such a way that it can be executed. If the software is lost, inadvertently deleted or the like by Porsche Digital, the Contractor shall replace it free of charge.
- 32.6 Hardware and standard software shall be supplied with generally understandable documentation, in particular on how to install, use, operate or maintain them, in German or at least in English. This shall be a cardinal contractual obligation.
- 32.7 The purchase price or rent for the Hardware and/or standard software shall cover all the services of the Contractor specified in this section 29, as well as the granting of the rights pursuant to section 15 and section 30.

## 33 Rights of Use

- 33.1 If the Parties have agreed that Hardware or standard software is to be leased, the Contractor shall grant Porsche Digital upon provision of the Contractual Services a non-exclusive right to use the Contractual Services for the term of the Contract or Order and, unless explicitly agreed otherwise, without restriction as to location and content and pursued purpose.
- 33.2 If, as part of rectification of defects or the maintenance services to be performed under the lease, the Contractor provides Porsche Digital with corrections, patches, updates, upgrades or new versions of the software contained in the Contractual Services or updated documentation (hereinafter in this Special Part jointly "Updates"), all provisions agreed by the Parties for the previously provided software shall likewise apply to them, including the granted rights of use.
- 33.3 If special access tools, devices or specific licenses are required to use the Contractual Services, the Contractor shall provide them in adequate number.
- 33.4 Porsche Digital shall have the right to adapt the software contained in the Contractual Services in order, in particular, to carry out changes to, extensions to or other reworking of the software, provided it has given the Contractor two prior attempts to rectify defects. Porsche Digital shall not have any rights of

its own to use and exploit these adaptations above and beyond the Contract or Order. Porsche Digital shall also have the right to decompile the software contained in the Contractual Services within the bounds of § 69e of the German Copyright Act ("Urhebergesetz", "UrhG"). Upon written request, the Contractor shall provide Porsche Digital with all the data and information required to enable interoperability with other hardware and software.

- 33.5 Porsche Digital may create and use copies of the software provided to it for backup and archiving purposes. If Porsche Digital has obtained software by downloading it online, it may copy it onto a data medium. The rights to the data medium shall be confined to those for purchase of the software on a data medium.
- 33.6 License terms of third-party vendors that apply in connection with the Contractual Services must be supplied in full to Porsche Digital along with the offer for the Contractual Services before the Contract is concluded, otherwise the provisions of these General Terms and Conditions shall apply solely. Section 1.3 shall remain unaffected.
- 33.7 Unless explicitly agreed otherwise, the companies of the Volkswagen Group as defined by § 15 AktG and the holding companies "FAW Automotive Co Ltd." (Changchun, People's Republic of China), "Shanghai Volkswagen Automotive Co., Ltd." (Shanghai, China) and "MAN AG" (Munich, Germany), shall also be entitled to the above rights.

#### b) Maintenance of Hardware and/or Software

##### **34 Scope of this Special Part**

The provisions in this Special Part apply to the provision of maintenance services for hardware and/or software.

##### **35 Scope and Subject Matter of the Contractual Services**

- 35.1 If the Contractor undertakes to maintain and service Hardware, it shall keep the Hardware in a condition suitable for Porsche Digital's purposes and perform the maintenance and repair services required for that. As part of maintenance, the Contractor shall ensure that the Hardware remains in permanent working order. This shall also include replacing hardware components that are defective, no longer state-of-the-art or unsafe. Porsche Digital shall obtain ownership of new hardware components upon their delivery. The Contractor shall dispose of the replaced hardware components and delete the data on them irrevocably. Maintenance of Hardware shall also include maintenance of associated system and operating software pursuant to section 32.3.
- 35.2 If the Contractor is to assume maintenance for an existing system of Porsche Digital, it shall record any defects in a takeover record. The Contractor shall rectify the defects as part of the maintenance services, unless this significantly exceeds the scope of the customary maintenance services, and it has pointed this out in the takeover record.
- 35.3 If the Contractor undertakes to maintain software (standard software or customised software, including system and operating software of Hardware; hereinafter in this Special Part jointly "Software"), it shall permanently keep the Software up to date (in particular with regard to available security updates and patches) and in a working condition suitable for the purposes of Porsche Digital. In case the Contractor is developing the Software itself, it shall ensure continuous further development of the Software and shall provide Porsche Digital with upgrades and new versions regularly, but at least once a year. Maintenance of Software shall also include maintenance of associated documentation.
- 35.4 The Contractor shall plan maintenance work so that Porsche Digital use of the Hardware and Software is not impaired. If maintenance work during the system's regular operating times is unavoidable, the Contractor shall inform Porsche Digital of the reasons for that and agree a maintenance window in good time (at least two (2) weeks beforehand). Updates that may impact the Software's productivity at Porsche Digital must be installed within a maintenance window to be agreed with Porsche Digital. Existing system requirements must be taken into consideration. Updates shall not necessitate any significantly different system requirements.
- 35.5 The Contractor shall comply with agreed service levels in rectifying problems.
- 35.6 All the Contractor's services defined in this section are covered by the maintenance fee.

##### **36 Defects and Performance Problems**

- 36.1 In addition to section 12, a Contractual Service is defective if problems are not rectified, are not rectified to the required extent, or are not rectified in an agreed time or otherwise in a reasonable time. The Contractor can rectify insignificant defects as part of the next regular maintenance service.
- 36.2 Porsche Digital hereby assigns its warranty claims from the contractual relationships governing the Hardware and/or Software with equipment manufacturers and suppliers to the Contractor, who hereby accepts such assignment. The contracts in question shall be disclosed to the Contractor to the required extent. The Contractor shall then take them into account in providing its Contractual Services. Irrespective thereof, Porsche Digital itself shall still be authorised to assert the assigned claims itself after notifying the Contractor.
- 36.3 If the Contract is terminated prematurely, on whatever grounds, and Porsche Digital is not able to transfer the maintenance services to a third party or continue them itself without impairment, Porsche Digital can demand that the Contractor continue the Contract or Order after it ends, where this is necessary to maintain the business operations of the division affected. This shall apply for as long as full continuation of Porsche Digital business operations or by a third party is ensured, but no later than six (6) months after the end of the Contract.

#### c) Development of Customised Software

##### **37 Scope of this Special Part**

The provisions in this Special Part apply to the provision of concept design services for software, development of customised software or tailoring of software for Porsche Digital.

##### **38 Scope and Subject Matter of the Contractual Services**

- 38.1 The Contractor shall provide Porsche Digital with customised services in the field of the concept design, development and tailoring of software, including the creation of software and process specifications as part of a rough, detailed or test concept, creation and implementation of software or application designs, and development or parameterisation of software (hereinafter in this Special Part jointly "Customised Software").
- 38.2 If the Contractor is to also maintain the Customised Software, the relevant provisions of Special Part b) Maintenance of hardware and software shall apply.
- 38.3 Porsche Digital shall be supplied with the Customised Software in full, along with the documentation and all documents required to use it, in a condition such that it is ready or suitable for use. This shall also include the source code, the documentation on the development history, quality assurance processes

and results, and the quality management systems and development tools used. Porsche Digital can request at any time that the source code of software (other than software that qualifies as software as a service) be deposited at reasonable terms and conditions with a third party (that is not a direct competitor of the Contractor).

- 38.4 The Customised Software shall be supplied with generally understandable documentation in German or at least in English. This shall be a cardinal contractual obligation. All documents and information that relate to its development and enable an IT expert to install, operate, maintain and further develop the Customised Software shall also be provided with it.
- 38.5 The Customised Software must be installed, integrated and configured by the Contractor and handed over to Porsche Digital in a state that is ready for operation.
- 38.6 As part of the testing and trial operation to be carried out in accordance with section 37, the Contractor shall assist Porsche Digital in becoming familiarised with the functions of the Customised Software and shall provide Porsche Digital with instruction to the necessary extent.
- 38.7 All of the Contractor's services defined in this section 36 and the procurement of standard software pursuant to section 37.1 as well as the granting of the rights pursuant to section 15, are covered by the compensation for the work on the / the development of the Customised Software.

#### **39 Further Responsibility and Obligations of the Contractor**

- 39.1 If performance of the Contractual Service involves standard software that neither originates from the Contractor nor is provided by Porsche Digital, the Contractor shall procure the standard software and make it available to Porsche Digital, unless otherwise agreed.
- 39.2 The Contractor shall inform Porsche Digital regularly about the progress in performance of the Contractual Services.

#### **40 Acceptance**

- 40.1 Before the Contractual Services are handed over, the Contractor shall first test them itself to determine that they meet the contractual requirements and comply with the product description and specifications.
- 40.2 The Contractor shall then assist Porsche Digital in carrying out the Acceptance Test upon request. The risk relating to price and performance shall pass to Porsche Digital only after the Acceptance Test has been completed successfully and Porsche Digital has declared acceptance.
- 40.3 Defects in the Contractual Services discovered during the Acceptance Test shall be assigned by Porsche Digital to the following classes:
- 40.3.1 Class 1: Defects that mean that Porsche Digital cannot use the Contractual Services or an important part thereof economically.
- 40.3.2 Class 2: Defects that result in significant restrictions to use of important functions of the Contractual Services and these restrictions cannot be circumvented for a period of time that is reasonable for Porsche Digital.
- 40.3.3 Class 3: Other defects.

If defects in classes 1 or 2 are discovered, Porsche Digital shall have the right to refuse Acceptance of the Contractual Services and discontinue the Acceptance Test. If defects in class 3 are discovered, Porsche Digital can refuse to accept the Contractual Services if, taken as a whole, the Contractual Services do not have merely insignificant defects, for example smooth, uninterrupted work with it is impeded not merely to an insignificant extent. In that case, the Contractor shall rectify the defects immediately and submit the Contractual Services again for a new Acceptance Test. The Contractor shall bear all the costs incurred by Porsche Digital as a result of the Acceptance Test being repeated. Porsche Digital's rights if Delivery Dates are overrun as a result shall remain unaffected.

- 40.4 Completion of the Acceptance Test must be recorded in writing together with any defects that have arisen in the Contractual Services. This record must be signed by both Parties. If the Acceptance Test has been completed successfully, Porsche Digital shall confirm Acceptance immediately in writing.
- 40.5 If Porsche Digital accepts the Contractual Services despite the fact that defects that are not merely insignificant have been discovered, these defects shall be recorded in the acceptance report and rectified by the Contractor immediately.

The Contractor has the right to prove that a defect should be assigned to a different class or that no defects exist.

#### d) Software-as-a-Service

##### **41 Scope of Services**

- 1.1 The Contractor shall provide the contractual software exclusively via remote access through a cloud-based infrastructure (hereinafter "SaaS"). No physical delivery or installation on the Customer's systems shall be owed.
- 1.2 These SaaS clauses shall prevail over any conflicting provisions in the General Terms and Conditions and the Contractor's documentation, general terms and conditions, wrap/shrink wrap agreement or any other form of agreement. These SaaS clauses shall be subsequent to conflicting provisions to Porsche Digital's data processing agreement.

##### **42 Use of Rights**

- 42.1 The Customer shall access the SaaS through a web interface or designated API endpoints. Sections 30.1 to 30.7 of the General Terms and Conditions shall not apply to the extent that they presuppose local installation, decompilation, adaptation, or reproduction of the software. The Customer shall not be granted any rights to the source code, object code, or underlying architecture of the software.
- 42.2 Porsche Digital is granted a non-exclusive, non-transferable, and non-sublicensable right to access and use the SaaS solution for the duration of the Contract, solely for internal business purposes. Any use beyond the agreed scope, including reverse engineering, modification, or redistribution, is prohibited.
- 1.3 Porsche Digital and all companies affiliated with it within the meaning of Sections 15 et seq. AktG shall be granted a non-exclusive, worldwide, royalty-free right to access and use the SaaS solution for internal business purposes for the duration of the contract.

##### **43 Hosting, Data Location; Data Protection, Security, Data Portability, Exit Management; Audit**

- 43.1 The Contractor shall host the SaaS solution within the European Economic Area (EEA) or in jurisdictions with adequate data protection safeguards. Subcontractors with access to personal data shall be subject to prior written approval by the Customer and bound by data processing agreements in accordance with

Art. 28 GDPR.

- 43.2 The Contractor shall implement appropriate technical and organisational measures to ensure the confidentiality, integrity, and availability of Porsche Digital's data. The Contractor shall notify Porsche Digital without undue delay of any personal data breach in accordance with Art. 33 GDPR.
- 43.3 Upon termination of the Contract, Porsche Digital shall have the right to export its data in a structured, commonly used, and machine-readable format. The Contractor shall permanently delete all Porsche Digital data within 30 days of termination, unless otherwise required by law.
- 1.4. Porsche Digital shall have the right to audit the Contractor's compliance with data protection and security obligations once per calendar year, subject to reasonable notice and confidentiality obligations.

**44 Service Levels and Availability; Support and Incident Management**

- 44.1 The Contractor shall ensure an average monthly uptime of 99.5%, excluding scheduled maintenance windows. Maintenance shall be announced at least 48 hours in advance. In case of downtime exceeding the agreed threshold, the Customer shall be entitled to service credits as specified in the Service Level Agreement (hereinafter "SLA").
- 1.5. The Contractor shall provide support services via email and ticketing system during business hours (CET). Incidents shall be classified and resolved according to the priority levels defined in the SLA. Critical incidents shall be acknowledged within 2 hours and resolved within 8 hours.