



PORSCHE

SUPPLEMENTARY CONTRACT TERMS FOR ARTIFICIAL INTELLIGENCE

- "AI CONTRACT TERMS" -

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I. SCOPE OF APPLICATION

The provisions of these AI Contract Terms shall take precedence over the other contractual provisions between the Parties (hereinafter referred to as the "**Initial Contract**") insofar as these AI Contract Terms define provisions for AI Contractual Services and the use of AI Tools. The definitions of *Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024* (hereinafter referred to as the "**AI Act**") and the definitions of these AI Contract Terms shall apply.

II. OBLIGATIONS OF THE CONTRACTOR

1. Legal conformity by the Contractor

The Contractor warrants that the AI Contractual Services comply with the requirements of these AI Contract Terms, the AI Act and applicable relevant statutory and regulatory requirements at the time of execution or provision and during the entire execution or provision period or, in the case of obligations which are not continuing obligations, for the duration of the statutory warranty. For the avoidance of doubt: the "**Requirements of the AI Act**" include, in addition to the requirements of the AI Act, the requirements of delegated acts, Commission guidelines and applicable norms and standards, in so far as these relate to AI.

2. Documentation and proof of legal compliance by the Contractor

2.1. The Contractor shall document compliance with the Requirements of the AI Act when providing the AI Contractual Services to Porsche and shall provide this documentation to Porsche upon conclusion of the Initial Contract, but at the latest prior to commissioning of the AI Contractual Services by Porsche.

2.2. The documentation contains at least the information required by Porsche to meet the Requirements of the AI Act. This includes the following information, in particular:

2.2.1. A meaningful description of the AI included in the AI Contractual Services and the intended and possible purpose of use, as well as the characteristics, capabilities, functioning and, where applicable, impact on fundamental rights.

2.2.2. Any information that is necessary and available according to the state of the art to adequately understand the functioning of the AI contained and the Risk Classification made in accordance with section III.

2.2.3. Any information on the data used for training, testing and validation.

2.2.4. Any information about how the AI achieved a particular output that is available according to the state of the art. This information shall include at least a transparent indication of the known key factors that led the AI included in the AI Contractual Services to achieve a particular output, and, to the extent known, the changes that need to be made for the AI to achieve a different output.

2.2.5. Information that Porsche requires in the context of AI Contractual Services in order to ensure appropriate AI expertise in its own area of responsibility.

2.3. If the information to be provided in accordance with Clause 2 of this section subsequently changes, if the Contractor discovers that it has provided inaccurate information or obtains further information regarding traceability in accordance with Clause 2.2.2 of this section, the Contractor shall notify Porsche of this new information without undue delay.

3. Support services of the Contractor

3.1. The Contractor shall provide all necessary support services so that Porsche can use the AI Contractual Services and Work Results created using AI Tools in a legally compliant manner. The Contractor shall provide all support services in line with the state of the art and in accordance with the Requirements of the AI Act and the relevant applicable statutory and regulatory requirements.

3.2. Further support services shall be made available to Porsche in the manner chosen by Porsche at its reasonable discretion. The Contractor shall fulfil this obligation within the scope of what is technically feasible and economically reasonable. Section 315 of the German Civil Code (BGB) shall apply.

4. AI-related Errors

The Contractor shall support Porsche at any time upon request and without undue delay, if necessary, in the defence of claims arising from liability for AI-related Errors to the extent required. The same applies in the event of a complaint within the meaning of Article 85 of the AI Act. Any further claims by Porsche shall remain unaffected by this.

III. RISK CLASSIFICATION

1.1. The Contractor shall carry out a Risk Classification of the AI contained in the AI Contractual Services. The Contractor shall provide Porsche with the result of the Risk Classification of the AI contained in the AI Contractual Services without undue delay,

together with a comprehensible justification, if this has not already been provided prior to the conclusion of the contract.

- 1.2. The Contractor shall inform Porsche of any changes to the result of its Risk Classification without undue delay.
- 1.3. Porsche is independent of the Risk Classification of the Contractor and is entitled at any time to carry out an independent Risk Classification of the AI contained in the AI Contractual Services.
- 1.4. If Porsche's Risk Classification differs from the Risk Classification of the Contractor, the Parties shall endeavour to the best of their knowledge and belief to reach an agreement on the Risk Classification. Failure to reach an agreement shall constitute good cause for Porsche within the meaning of Section 314 BGB, which shall entitle Porsche to extraordinary termination. In addition, Porsche shall be entitled to rescission from the contract within the meaning of Section 323 BGB, whereby the setting of a deadline shall be deemed dispensable.

IV. RIGHTS

1. Use of Porsche data and free-issue items in connection with AI

- 1.1. The Contractor is not authorized to use Porsche data and free-issue items for the training, testing or validation of AI. Data within the meaning of these AI Contract Terms is in particular data that Porsche provides or makes available to the Contractor as part of a) the training of the AI, b) the prompting or other input by Porsche, c) the configuration of the AI and d) the output generated by the AI specifically for Porsche.
- 1.2. Section IV. Clause 1.1 shall not apply if Porsche expressly consents in advance and in writing to the use of Porsche data for training, testing or the validation of AI or the use of AI Tools and grants the Contractor the corresponding rights. Any consent granted shall apply at the longest for the term of the Initial Contract, unless the Parties have expressly agreed otherwise in writing. Porsche may revoke this consent and grant of rights in text form at any time without giving reasons.

2. Rights of use to Third-Party Content

In the event that the Contractor provides Porsche, directly or indirectly, with content of a third party protected by copyright or other legal protection, such as documents, information, data, software, data carriers, system accesses, parts, samples, operating materials, hardware or other objects (hereinafter referred to as "**Third-Party Content**") in

the course of providing the AI Contractual Services, the Contractor grants Porsche non-exclusive, transferable, sub-licensable rights unlimited in terms of time, territory and content to use and exploit Third-Party Content, which is hereby accepted by Porsche. Other, more extensive rights of use shall remain unaffected. The general provisions of the Initial Contract shall apply to Free and Open-Source Software.

3. Rights of use

Unless otherwise agreed between the Parties, the following provisions shall apply in addition to those provisions set out in the Initial Contract:

- 3.1.** All rights granted shall apply accordingly with regard to scope, duration and scope of application to all components of the AI Contractual Services, irrespective of their protectability.
- 3.2.** Unless otherwise agreed, Porsche shall be exclusively entitled to all rights to the Porsche Output, including all commercial exploitation and disposal rights, in the relationship between the Contractor and Porsche - subject to mandatory statutory provisions. The Contractor shall not acquire any rights to the Porsche Output and shall not be entitled to use the Porsche Output for its own purposes. The Contractor acknowledges and agrees that (i) Porsche shall have sole control over the Porsche Output, and (ii) Porsche shall be entitled to use the Porsche Output at its own discretion without restriction as to location, time or content, in particular, to reproduce, edit, distribute, make publicly accessible or otherwise reproduce or otherwise exploit it in digital or analogue form, whether for payment or free of charge, and to grant or transfer any rights to the Porsche Output to third parties. If and to the extent that any rights to the Porsche Output accrue to the Contractor, the Contractor herewith transfers to Porsche any and all rights (including any rights of use) to the Porsche Output, to the extent a transfer of rights is legally permissible. To the extent such transfer is legally not possible or permissible, the Contractor grants to Porsche exclusive, irrevocable and non-cancellable, perpetual, transferable, sub-licensable rights unlimited in terms of territory and content to use and exploit the Porsche Output at the time they arise. For the avoidance of doubt, the granting of such rights to use shall place Porsche in the position of owner or author as far as possible.

4. Infringement of third-party rights and indemnification

To any infringement of third-party rights by the Contractor and indemnification obligations, the provisions of the Initial Contract shall apply.

5. Authorisation to make changes

The Parties agree that Porsche may change the purpose and functionality of an AI provided by the Contractor as part of the AI Contractual Service in whole or in part within the scope of the granted rights to use. This applies in particular to changes that lead to a change in the Risk Classification of the AI, such as the change of a non-risk AI System into a high-risk AI System.

V. USE OF AI TOOLS

This section applies in addition to the existing provisions of these AI Contract Terms exclusively to cases in which AI Tools are used by the Contractor to provide the Contractual Services to Porsche. These AI Contract Terms shall not apply to AI Tools which the Contractor uses exclusively for its internal organisation and/or vis-à-vis third parties.

1. Immediate information and reservation of permission

- 1.1.** The Contractor is authorised to use AI Tools for the provision of (AI) Contractual Services to Porsche if the Contractor expressly informs Porsche of the use of the AI Tools prior to their use and Porsche has given its consent. At Porsche's request, the Contractor shall provide precise information on which AI Tools are to be used for which (AI) Contractual Services. The use of AI Tools shall be in accordance with the requirements of these AI Contract Terms, the Requirements of the AI Act and the relevant applicable statutory and regulatory requirements. The intended and contractual use of the (AI) Contractual Services by Porsche shall not be restricted in any way by the use of AI Tools.
- 1.2.** The obligations under Clause 1.1 of this section also apply in cases in which the use of existing AI Tools changes significantly or the Contractor intends to use new AI Tools. A significant change is to be assumed in particular if new functions of the AI Tools are to be used or if modifications (e.g. updates or upgrades) fundamentally change the existing functionality.

2. Labelling of the output

If the Contractor uses AI Tools to generate synthetic output in the form of audio, image, video or text content which is made available to Porsche in this form as (AI) Contractual Services or parts thereof, the Contractor must disclose this to Porsche and label the output as artificially generated or manipulated in machine-readable form. Irrespective of this, the Contractor shall comply with transparency and labelling obligations and other Requirements of the AI Act.

3. Review of the output by the Contractor

Before using the output of the AI Tool for the fulfilment of the contract, the Contractor shall check the output of the AI Tool used for its accuracy, suitability for the purpose of the contract and conformity with the requirements of these AI Contract Terms, the Requirements of the AI Act and the applicable relevant statutory and regulatory requirements, in particular the rights of third parties.

4. Liability and warranty

The Contractor shall be liable for errors and breaches of contract and law arising from its use of AI Tools, as well as for corresponding human behaviour in accordance with the contractually agreed liability and warranty provisions. In particular, the use of AI Tools does not release the Contractor from the liability and warranty applicable to the provision of its (AI) Contractual Services.

VI. MISCELLANEOUS

"Claim arising from liability for AI-related Errors" means any third-party claim. For the avoidance of doubt, such third-party claims shall include, in particular any contractual and any non-contractual fault-based civil law claim for compensation for damage caused by the output of an AI or by the fact that the AI did not produce the output it was expected to produce.

The following are considered **"AI"**

(a) AI Systems - that is, machine-based systems that are designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input they receive, how to generate outputs such as predictions, content, recommendations or decisions that can influence physical or virtual environments.

(b) AI Models, including where such an AI model is trained with a large amount of data using self-supervision at scale, that display significant generality and are capable of competently performing a wide range of distinct tasks regardless of the way the models are placed on the market and that can be integrated into a variety of downstream systems or applications.

"AI-related Errors" refer to all errors, omissions, malfunctions or failures in the execution of tasks or decision-making processes that are attributable to the use of the AI provided by the Contractor.

"AI Contractual Services" are Contractual Services and / or Work Results contractually agreed between the Parties that contain or are AI. The Contractual Services contain AI in particular if (i) AI is provided for a limited period of time or for an unlimited period of time (ii) Work Results of development services contain AI or are AI and / or (iii) additional services and / or other services contain AI or are AI.

"AI Tools" are tools used by the Contractor for the provision of its Contractual Services that use AI (including the use of output) or are AI.

"Porsche Output" includes all content, predictions, outcomes or other outputs generated by the AI Contractual Services or AI Tools by or for Porsche.

"Risk Classification" is the assessment and categorisation of the AI included in the AI Contractual Services into the risk classes of the AI Act.