

## 1. Scope

- 1.1 All contracts concluded between the companies of the [Arvato Systems Group](#) ("Client") and the Contractor for the "Provision of General Services and Work" shall be governed exclusively by these General Conditions of Purchase ("GCP").
- 1.2 Contradictory terms and conditions of the Contractor or terms and conditions of the Contractor that deviate from the user of these terms and conditions are expressly not recognized. General terms and conditions of the Contractor shall not become part of the contract even if the Client does not expressly object to them.
- 1.3 These GPC shall only apply to companies in the sense of § 14 para. 1 BGB (German Civil Code); they are also agreed for all future contracts with the Contractor.
- 1.4 Inclusion of the terms and conditions of the Contractor or third parties by conclusive action is excluded. In particular, the acceptance of deliveries or services as well as payment by the Client shall not make the Contractor's terms and conditions of business the subject of this agreement.

## 2. Object of service

- 2.1 The subject of the respective service agreement is the provision of services including the associated materials such as documentation (user manuals etc.), concepts, drafts as well as the provision of other services related to the service by the Contractor in accordance with the order.
- 2.2 The subject of the respective contractual agreement for work and services is the production of a functioning work in accordance with the order.

## 3. Principles of service provision

- 3.1 The Contractor shall provide the services owed under the contract in accordance with the state of the art at the time the contract is concluded and by personnel qualified to provide the agreed services.
- 3.2 Contact persons of the contracting parties are exclusively the responsible contact persons named in the contract. Furthermore, the Client is entitled to make effective declarations with regard to the services to be rendered by the Contractor not only to the responsible contact person named by the Contractor but also to his representative.
- 3.3 The Client may demand the replacement of a person employed by the Contractor for the performance of the contract if this person has breached contractual obligations or does not possess the necessary technical qualifications. The costs arising from the replacement shall be borne by the Contractor.
- 3.4 The involvement of third parties as subContractors of the Contractor requires the prior consent of the Client in text form.
- 3.5 All deadlines specified by the Client are always binding.

## 4. Placing of orders

- 4.1 Only the content of the order is decisive for the provision of services. Verbal subsidiary agreements have not been made and only become effective upon confirmation by the Client.
- 4.2 The Contractor is obliged to accept the order within a period of 14 days. The period begins with the receipt of the order signed in text form. An acceptance declared after the expiry of the period shall be deemed to be a new offer. This can only become legally effective if the Client places an order in text form.
- 4.3 Cost estimates, the preparation of quotations, the preparation of bills of quantities, project planning documents, plans, drawings and models or other related elaborations

or similar are only liable to pay costs on the basis of a separate agreement.

## 5. Change of performance

- 5.1 After conclusion of the contract, the Client may demand changes to the scope of performance within the scope of the Contractor's capacity, unless this is unreasonable or impracticable for the Contractor. The request for changes must be documented in text form.
- 5.2 The Contractor shall examine the Client's request for changes and inform the Client within 10 working days (Monday to Friday) at least in text form whether this is unreasonable or impracticable for the Client. If the change request is reasonable and feasible, the Contractor shall either submit an offer stating the performance period, planned dates and effects on the remuneration or agree the implementation of the requested changes with the Client - in each case in text form. If a comprehensive examination of the change request is necessary, the Contractor may request an extension of the deadline from the Client.
- 5.3 The Client shall accept or reject the Contractor's offer within a reasonable offer commitment period. Agreed changes in performance are to be documented in a binding manner by means of a corresponding adaptation of the contract.
- 5.4 Client and Contractor may agree that the services affected by the change request are interrupted until the necessary adjustment of the contractual agreements.
- 5.5 If the necessary adjustment of the contractual agreements is not achieved within the binding period of the offer, the work will be continued on the basis of the contract. The performance periods shall be extended by the number of working days on which the work was interrupted as a result of the request for modification or the examination of the request for modification. For the duration of the interruption, Contractor may demand the agreed expense allowance or an appropriate increase in the agreed fixed price, unless Contractor has otherwise deployed or maliciously refrained from deploying his employees affected by the interruption.

## 6. Capacity extension

- 6.1 Even after the end of the warranty period, the Contractor shall be obliged to provide further services at the request of the Client against appropriate remuneration, in particular services which fully maintain the care and maintenance of the product for use by the Client. The Contractor is also obliged to inform the Client of any necessary care and maintenance measures.
- 6.2 A new order is always necessary to extend the scope of services covered by the contract. An extension of the contractual scope of services through actual continuation of the service is not intended by the Client and Contractor and does not constitute an implied declaration of intent regarding an extension or implied conclusion of a new contract, unless the Contractor has expressly informed the Client of this beforehand. Remuneration for services which are provided without explicit assignment in text form or against the will of the Client is excluded.
- 6.3 The Client can demand the change of the contractually specified services in text form until the proper completion of the service provision. If the Client's request for modification requires the Contractor to carry out a comprehensive examination of whether and under what conditions the modified service can be provided, the Contractor may demand remuneration for this to the extent that it has at least informed the Client of this in text form and the Client has thereupon placed the test order separately in text form. The deadline by the expiry of which the Client must

- be informed of the result of the test at least in text form shall be mutually agreed in the test order.
- 6.4 If the change of a service influences contractual regulations, e.g. remuneration, schedule, the adjustment of the service caused by the change will be agreed upon without delay, taking into account any additional or reduced expenses incurred.
- 6.5 If the Contractor realises that the changes made between receipt of the request for change and adjustment of the service would not be usable for the Client in the event of the implementation of the change, the Contractor must inform the Client of this immediately.
- 7. Cooperation of the Client and provision of work equipment**
- In any case, the Client's cooperation and provision of services or the provision of work equipment and premises shall only be owed if this has been agreed.
- 8. Rights of use, application and protection**
- 8.1 The Client shall be enabled in the most comprehensive manner possible to use the services and documentation (hereinafter referred to as "work results") provided under this contract in unchanged or modified form, to the exclusion of the Contractor in every respect, whether within its own company or group of companies, or by passing them on to third parties. The Client receives the exclusive rights of use of the work results.
- 8.2 With the creation, partial creation or modification of the work results, the Client receives the sole ownership of the documents created for this purpose as well as the irrevocable, unlimited, exclusive and transferable right to use the work results achieved within the scope of the order for all types of use, in particular to process them, have them processed, duplicated, reproduced, distributed and disseminated, and to grant third parties rights of use for all types of use alone and at their own discretion.
- 8.3 The Contractor shall expressly agree with the employees deployed by him and with his subContractors that all industrial property rights as well as all exploitation rights to the services rendered and the works resulting therefrom, including all types of exploitation, shall be the exclusive property of the Client. He shall oblige his subContractors to ensure that they also make corresponding agreements with their own employees.
- 8.4 Upon request, the Contractor shall submit to the Client all declarations of assignment of the persons entrusted with the performance and shall indemnify the Client upon request from all claims of third parties which are asserted due to alleged infringements of industrial property rights by the services rendered by the Contractor.
- 9. Other service obligations**
- 9.1 Documentation: In addition to the preparation and handing over of the work results, the Contractor owes the handing over of a service description or sufficient documentation on the performance of the service at the discretion of the Client.
- 9.2 Data carriers: The work results are to be provided by the Contractor in sufficient number on suitable data carriers or by download/upload in a suitable data format, together with documentation, at the Client's choice. The transfer of risk shall take place upon delivery of the data carrier or upon defect-free storage of the work results on a data carrier of the Client.
- 9.3 Security: The Contractor shall ensure that the work results do not contain any functionalities which make it possible to weaken, circumvent or eliminate security functions and which have not been made known to the Client at least in text form prior to delivery. Furthermore, he shall ensure that the work results do not allow unauthorised third parties to gain access to the Client's systems or data without the Client's consent.
- 10. Partial performance**
- Partial services will not be accepted as contractual services. In the case of partial performance, the Client shall be entitled to compensation instead of the entire performance if the Client has no interest in the partial performance. The §§ 280 ff. BGB shall apply.
- 11. Acceptance of the work**
- 11.1 Prior to the actual handover of the service to the Client, the Contractor is obliged to first of all thoroughly examine the service itself and in particular to determine whether it meets the contractually required requirements, in particular whether it offers the functions specified in the detailed product description. If the cooperation of the Client is required for this purpose, the Contractor shall inform the Client of this in good time.
- 11.2 The acceptance of the service or of self-contained parts of the service requires a successful functional test. The functional test is successful if the service meets the requirements agreed in the service description.
- 11.3 If the functional test reveals significant functional impairments or complaints, the Client is entitled to refuse acceptance. In this case, the Contractor is obliged to remedy the defect immediately, but at the latest within a reasonable period of time. Afterwards a new functional test will be carried out. If this is successful, Section 11.2 shall apply accordingly.
- 11.4 The type, scope and duration of the functional test are defined in the service description. Agreements may also be reached on the partial acceptance of suitably qualified employees of the Contractor for the functional test. The functional test shall commence no later than on the fifth working day after receipt of the notification of functional capability. At the request of the Client or the Contractor, the functional test shall be extended appropriately if necessary. A protocol in text form shall be drawn up which records the performance of the functional test and its results. The protocol shall be signed by the Contractor and the employee nominated by the Client.
- 11.5 If different points in time are agreed for partial performances to bring about operability, the function test shall be limited to the partial performance in each case. Upon acceptance of the last partial performance, a function test, in which all partial performances are included, shall determine the contractual interaction of the programs.
- 11.6 If the systems or devices including programs specified in the performance specification are not yet available, the functional test can be carried out on comparable systems or devices by mutual agreement. If the Contractor has suitable systems or equipment including programs, these are to be used for the functional test as far as reasonable. The Contractor shall be reimbursed for the additional expenditure; this shall not apply if the Contractor is responsible for a delay in delivery of the corresponding systems and equipment including programs.
- 11.7 During the functional test, the Client keeps a test protocol in which each test measure and its result is documented. The test protocol must be countersigned by the Contractor at the end of the functional test (in the case of a functional test lasting several days, in addition to the completion of each test day). If the Client and the Contractor cannot agree on an amicable presentation with regard to individual points, the presentations of both parties must be documented.
- 11.8 If deviations from the performance requirements were detected during the functional test and the programs are nevertheless accepted, the deviations are recorded as defects in the test protocol or in the acceptance

declaration. Acceptance may not be refused on the grounds of insignificant deviations.

- 11.9 If an extension of the functional test became necessary for reasons for which the Contractor is responsible, and if the extension exceeds 7 calendar days or a number of calendar days agreed in the performance specification, the Contractor shall pay a contractual penalty for each calendar day by which the functional test was extended, which shall be offset against further claims for damages, in the amount of 0.5% of the affected performance for each day of delay. The payment obligation is limited to 20% of the remuneration for the affected service.
- 11.10 A contractual penalty paid by the Contractor shall be set off against any further claim for damages. Further claims of the Client remain unaffected in any case.
- ## 12. Provision of the service
- 12.1 If the provision of services is owed by the Contractor, the obligation to provide the work results shall also include the installation and configuration of the work results, unless otherwise expressly regulated in the order.
- 12.2 For installation and configuration, the Contractor shall provide a sufficient number of employees to ensure fast and effective installation and configuration that does not interfere with the Client's business operations.
- 12.3 When the work results are used for the first time, the Client is entitled to carry out a quality inspection of 30 working days from the completion of the installation. Within these 30 working days, the Client is entitled to cancel the work results at any time if the contractually agreed functions of the work results are not fulfilled.
- 12.4 The Contractor shall support and train the Client's personnel to the necessary extent so that the Client is able to use the work results competently (instruction).
- 12.5 The Client can demand further training from the Contractor against payment of a fee customary in the market.
- ## 13. Principles of personnel deployment
- 13.1 The Contractor shall perform its services independently or with its own or third-party personnel (hereinafter referred to as "Personnel").
- 13.2 The Client is entitled to demand the replacement of the personnel employed by the Contractor with reasons, which may be given in writing, if the Contractor has repeatedly violated contractual obligations or if there is any other important reason in the personnel employed which prevents cooperation between the Client and the Contractor.
- 13.3 If the Contractor uses external personnel (such as freelancers or temporary workers), the Client may also demand the replacement of the external personnel with justification, if a further use is not reasonable for the Client. As the main contractual obligation to perform, the Contractor shall ensure and control on its own responsibility that any external specialists or subContractors it employs are deployed and controlled in accordance with the statutory regulations. At the request of the Client, the Contractor shall provide the Client with documentation of the controls carried out and confirm their correctness in text form. Inconsistencies or missing confirmation proofs entitle the Client to immediate extraordinary termination of the contractual relationship.
- 13.4 The Contractor must comply with the Client's request for the replacement of personnel without delay. The additional expenditure arising from the expansion or change of personnel shall be borne by the Contractor.
- 13.5 In the individual contract, the Contractor designates its own project manager as central contact person. This person controls the entire project work on the Contractor's side. On the other hand, the Client provides its own project manager as the central contact person for the entire project execution. This manager controls the entire project work on the part of the sold-to party.
- 13.6 Under no circumstances will the Contractor's personnel be integrated into the Client's business. The Contractor shall remain solely responsible for such personnel to the full extent. There shall be no division of labour between the staff of the contracting authority and the staff of the supplier. The personnel employed by the Contractor is not included in the internal holiday planning and representation regulations of the Client. Periods of deployment or service times are agreed exclusively with the project manager contractually appointed by the Contractor. The Contractor's personnel do not take part in internal meetings and events of the Client with company-specific content and events (e.g. presentation round, company party). The only possible participation is in project and technical meetings which are directly connected with the concretization of the contractual service, the provision of the service or the acceptance of the service. The Contractor as well as the personnel employed by him use his own operating resources, unless an objective reason makes the use of the Client's operating resources necessary (e.g. IT security, data protection).
- 13.7 No project-related coordination, instructions or comparable communication between the Contractor's personnel on duty and the Client's personnel takes place without the participation of the responsible project managers. The Contractor shall involve the Client's project manager for binding information and for all questions arising from the performance of the contract. The latter shall provide information and make or communicate decisions without delay. Decisions and information from other persons shall only be binding on the Contractor and his staff if they have been made or confirmed in writing by the Client's project manager.
- 13.8 In the event of any complaints about defects in the performance of the Contractor, the Contractor's project manager is the sole contact person for the Client's project manager. No complaints about the performance of the Contractor shall be made to the Contractor's other personnel.
- 13.9 The Contractor shall ensure that all personnel employed by it has taken note of the regulations regarding confidentiality, data protection, plant security, the information sheet on the Federal Data Protection Act, the flyer for emergencies and the Client's information security guidelines and complies with the regulations accordingly.
- 13.10 Upon request, the Contractor shall inform the Client at a reasonable interval about the status of the project and compliance with the contractual requirements and shall report interim results. In addition, the Client may request to inspect the relevant documents and extracts thereof.
- ## 14. Personnel deployment for end Clients
- 14.1 If the Contractor provides services to an end Client of the Client within the scope of this Agreement, the Contractor and the Client shall each remain solely responsible for their personnel. This means that neither the personnel of the Client nor the personnel of the Contractor will be integrated into the operation of the end Client. Furthermore, there is also no cooperation based on the division of labour and no direct communication between the personnel of the Contractor, the Client and the end Client.
- 14.2 Every project-related coordination, instruction or comparable communication with the end Client is carried out solely by the responsible project manager of the Client. This person is the exclusive contact person for both the end Client and the Contractor's project manager with regard to the services provided at the Client's end Client under this agreement. In all other respects, the above provisions of Section 13 shall apply mutatis mutandis.



## 15. SubContractor

- 15.1 The Contractor has the right to commission other companies as subContractors to carry out the services provided for in the service description, after the Client has given its written consent prior to the commissioning, and the Contractor has obligated the subContractor in writing to maintain secrecy in accordance with Section 24 and has ensured that the rights to the work results are transferred to the Client. These contractual agreements shall be presented to the Client upon request. Any additional expenditure arising from the assignment of subContractors shall be borne by the Contractor.
- 15.2 The Contractor shall ensure that all subContractors used by him have taken note of the regulations submitted to the Contractor regarding confidentiality, data protection, plant security, the information sheet on the Federal Data Protection Act, the flyer for emergencies as well as the IS policy of the Client and comply with the regulations accordingly.
- 15.3 The provisions of Section 15.1 shall apply accordingly, in particular to subcontracts by the Contractor to sole traders/companies, freelancers and other forms of self-employed persons (hereinafter referred to collectively as "Freelancers") who do not have any employment subject to social insurance contributions. If the Contractor intends to use a freelancer to perform the services specified in the service description, the Contractor must ensure that the Client has given its written consent to the subcontracting before using a freelancer to perform the services. The consent is explicitly bound to the text form. Scanned letters can be sent in advance by fax / e-mail, as long as the subsequent sending of the original takes place.
- 15.4 If the Contractor uses a freelancer to provide services for the Client without the Client's prior written consent, the Contractor shall pay an immediately payable contractual penalty of EUR 50,000.00 (in words: fifty thousand euros) to the Client. The Client is also entitled to extraordinary termination without notice.
- 15.5 Within the framework of IT projects, the Client is frequently and increasingly obliged to name the Client's subContractors to be used as vicarious agents, stating their company and address as well as, if applicable, the first and last names, contact data and job descriptions of the Contractor's employees to be used in the direction of the Client's end Client. The Contractor hereby consents to such a designation as subContractor by the Client and authorizes the Client to forward the relevant information to the Client's end Client.
- 15.6 In all other respects, the provisions of sections 13 and 14 shall apply in full to all subContractors (sections 15.1 and 15.2) used by the Contractor.

## 16. Minimum wage

- 16.1 The Contractor is obliged to pay his employees the statutory minimum wage. At the request of the Client, the Contractor shall prove to the Client that this obligation has been fulfilled by submitting suitable documents (in particular documents pursuant to Section 17 (1) MiLoG, clearance certificate from the competent social security or holiday fund, etc.) within 14 days of termination of the present contractual relationship for the entire duration of the contract up to six months.
- 16.2 The Contractor shall indemnify the Client from all claims of third parties (in particular employees of the Contractor, Client's Clients, Federal Employment Agency) in connection with the violation of the obligation to pay the statutory minimum wage on first demand.
- 16.3 The Contractor shall be obliged to oblige any subContractor to pay the statutory minimum wage and release the Client from work to the same extent as the Contractor itself is obliged to do under sections 16.1 and 16.2 If the

subContractor in turn uses subContractors, the Contractor shall ensure that all subContractors are also obliged to pay the same.

- 16.4 The Contractor is liable to the Client for all claims of third parties arising from the violation of the obligation to pay the statutory minimum wage by subContractors.

## 17. Compensation

- 17.1 All prices are quoted in €, exclusive indirect taxes and include all incidental expenses, in particular travel expenses, travel times, transport costs and customs duties.
- 17.2 If either party is required by applicable law to withhold taxes on the services received, this shall not constitute a breach of this Agreement and shall not relieve the parties of their obligations under this Agreement. Both parties shall each have the right and obligation to withhold and remit taxes in the amount required by law. The Parties shall provide each other with reasonable assistance in applying for an exemption based on the relevant DTA and in accordance with the regulations of the country.
- 17.3 In case of wrong, bad or partial deliveries, the Client is entitled to refuse payment until proper fulfilment.
- 17.4 Subject to a deviating regulation, the remuneration is due for payment 30 days after receipt of a verifiable invoice, but in principle only after acceptance of the services owed. The invoice must contain the order number of the Client as well as, if no lump-sum remuneration has been agreed, details of the service provision (including time, place, service provided).
- 17.5 In the event of payment within 14 days of receipt of the auditable invoice, the Contractor shall grant the Client a discount of 3% on the invoice amount.
- 17.6 The Contractor shall only be entitled to withhold payments or services and work results or to offset them against counterclaims if the claims asserted by the Contractor from the same legal relationship have either been acknowledged by the Client at least in text form or a legally binding decision has been made in legal proceedings. The assignment of claims of the Contractor against the Client to third parties is excluded.
- 17.7 The Client is entitled to offset the Contractor's claims against all claims of the companies of the Arvato Systems group of companies affiliated with the Client. Furthermore, the Client is also entitled to set off his claims against counterclaims that the Contractor has against one of the companies of the Arvato Systems group of companies affiliated with him. This also applies if one party agrees to pay in cash and the other party agrees to pay by bill of exchange or other services on account of performance, and the due dates are different. If necessary, the Contractor will receive information on the current status of the companies of the Arvato Systems group of companies on request.
- 17.8 In principle, the services provided by the Contractor are remunerated by the contracting authority either on a time and material basis or at a fixed price.
- 17.8.1 Unless otherwise agreed, the following provisions shall apply to remuneration on a time and material basis:
- A remuneration according to expenditure agreed in the contract is the remuneration for the time spent on the services owed under the contract.
  - Remuneration on a time and material basis shall be due upon receipt of a verifiable invoice, the proof of performance signed by the Contractor and countersigned by the Client, and after successful quality testing.
  - The signature of the performance record by the Client does not yet indicate that the work has been performed in the required quality.
  - The quality inspection shall be carried out after the conditions mentioned in point c) have been fulfilled,

at the latest upon written and unobjectionable receipt by the Client or its end Clients.

- e) Travel time for business trips from the place of assignment will be charged at 50% of the respective hourly rate. There are no further claims for compensation for travel time.
- 17.8.2 Unless otherwise agreed, the following regulations apply to the remuneration at a fixed price:
- a) A fixed price agreed in the contract is the remuneration for all services owed under the contract.
  - b) A fixed price is due after complete provision of the service and successful quality inspection.

## 18. Default, Non-Performance

- 18.1 In the event of default, the Client is entitled to the statutory claims. Interest on arrears shall be charged at 9 percentage points above the base interest rate stipulated in § 247 BGB. In addition, in the event of default by the Contractor, the Client shall be entitled to demand a contractual penalty of 0.5% of the total order value per commenced calendar day of default.
- 18.2 The Contractor is obliged to inform the Client immediately and comprehensively about the existence of facts which endanger the proper performance of the service. This applies in particular if these facts could lead to the Contractor being in default with the provision of his service.
- 18.3 If the Contractor exceeds an agreed delivery date by more than 7 calendar days, the Client is entitled to withdraw from the contract immediately.
- 18.4 The contractual penalty can be claimed until the final payment of the remuneration.
- 18.5 A contractual penalty paid by the Contractor due to delay shall be set off against a further claim for damages.
- 18.6 Further claims of the Client in case of default remain unaffected.
- 18.7 In the event of refusal of performance or in the event of discontinuation of performance by the Contractor without good cause, a contractual penalty of EUR 50,000.00 (in words: fifty thousand euros), but not exceeding the value of the order, shall be due for payment immediately. If no fixed amount has been agreed as remuneration for the performance, the originally estimated expenditure shall be deemed to be the contract value for the calculation of the contractual penalty. The assertion of further damages shall remain unaffected.

## 19. Qualitative deficiencies in the provision of services

- 19.1 If the service is not provided, not provided in accordance with the contract or provided in a defective manner and if the Contractor is responsible for this, he is obliged to provide the service in accordance with the contract within a reasonable period of time without additional costs for the Client. A prerequisite is a complaint by the Client, which must be made within 2 weeks of knowledge. If the service cannot be provided in accordance with the contract for reasons for which the Contractor is responsible within the reasonable period of grace to be set by the Client, the Client shall be entitled to remedy the defect itself, have it remedied by third parties or terminate the contract without notice at the expense of the Contractor. In this case, the Contractor shall be entitled to remuneration for the services rendered on the basis of the contract until the termination becomes effective. The remuneration shall only be waived for those services for which the Client proves within 4 weeks after the declaration of termination that they are not usable and of no interest to him. The statute of limitations for claims arising from qualitative deficiencies in performance is suspended if the parties negotiate the existence or scope of **such** deficiencies or if the Contractor himself checks the existence of a deficiency. The suspension of the statute of limitations shall be terminated if the Contractor notifies the Client in text

form that the negotiations have ended or the result of the examination is sent by the Client or the Contractor refuses to continue the rectification of defects in text form. The resumption of the negotiation, examination or correction of defects shall again lead to the suspension of the limitation period.

- 19.2 The right to extraordinary termination for good cause remains unaffected.

## 20. Defects (notification of defects) / Warranty for work services

- 20.1 § 377 of the German Commercial Code (HGB) shall apply in such a way that the Client is obliged to give notice of defects within one week of acceptance, insofar as a defect was identifiable in the course of random checks of an appropriate scope. Visible transport damage shall be reported immediately, at the latest within one week. Payment of the remuneration does not constitute approval of the service.
- 20.2 The Client is entitled to the full statutory warranty claims.
- 20.3 During the warranty period, the Contractor shall remedy defects immediately.
- 20.4 The warranty period shall begin to run again if the defect is rectified.

## 21. Force majeure

- 21.1 If the Contractor is not able to provide the service in due time due to force majeure (war, riots, strikes, lockouts, fire and floods), the Client may choose to withdraw from the contract instead of unilaterally extending the deadline for the contractual provision of the service.

## 22. Liability

- 22.1 If the Client demands compensation for damages instead of performance, the claim to performance shall not lapse until the Contractor has paid the compensation.
- 22.2 In all other respects the statutory provisions apply

## 23. Third-Party rights

- 23.1 Insofar as the work results delivered by the Contractor violate the rights of third parties and this at least slightly negligent violation of rights is based on a performance of the Contractor, the Contractor undertakes to indemnify the Client from all claims of third parties raised thereupon as well as from all costs associated with the legal defence, including the costs for an adequate licence acquisition on first request.

## 24. Confidentiality

- 24.1 The Contractor undertakes to keep secret all information (e.g. business and trade secrets, data, technical and commercial information of any kind) which it has come to know about the Client and the order within the framework of this contractual relationship, whether verbally, in writing, in electronic or any other form, even beyond the duration of the contractual relationship, and to maintain secrecy about this information. The information must be stored in such a way that any misuse is excluded.
- 24.2 The Contractor shall be obliged to hand over this information and documents (including any copies) to the Client at the Client's request, but at the latest upon completion of the respective service.
- 24.3 Furthermore, the Contractor warrants that its employees, consultants and other vicarious agents who are entrusted with the execution of the contract and who receive information pursuant to Section 24.1 are bound to secrecy in writing.
- 24.4 The Contractor shall ensure that he and the persons entrusted by him with the processing or fulfilment of this contract and with the provision of services in accordance

with a service certificate only use computers for this purpose, whose hard disks or comparable storage media (SSD etc.) are continuously encrypted by an application corresponding to the current state of the art until the respective service is completed.

24.5 The obligations under this clause are unlimited in time.

## 25. Data protection and security

25.1 The Contractor shall ensure that all persons entrusted with the performance of this contract observe the statutory provisions on data protection and are demonstrably obliged to maintain data secrecy in accordance with the rules on data protection.

25.2 In the case of order processing, a separate agreement shall be concluded between the contracting parties.

25.3 The Client expressly does not give his consent to the use of the contact data for advertising purposes. Any disclosure, transmission or other use of the Client's contact data is expressly prohibited.

25.4 The Contractor undertakes to take all necessary measures to ensure information and operational safety and quality assurance at the Client's premises during the performance of the contract. The relevant guidelines and information sheets of the Client shall apply, which shall be made available to the Contractor at the latter's request.

25.5 The Contractor undertakes to report all security incidents relating to the agreed services to the Arvato Systems ServiceDesk at [userhelpdesk@bertelsmann.de](mailto:userhelpdesk@bertelsmann.de) immediately, but at the latest within 24 hours of becoming aware of them. The report must contain a detailed description of the incident, the potential impact and the measures already taken.

25.6 The Contractor undertakes to develop, implement and regularly test a business continuity plan (BCP) to ensure the continuation of the contractual services even in the event of serious disruptions. This plan includes measures to restore services, system deployments and communication protocols in the event of a cyberattack or other emergencies. This obligation applies if the contractor provides services whose failure could have significant impacts on the client's business-critical processes. This includes, in particular, IT outsourcing, SaaS services and managed services.

## 26. Term / Termination

26.1 This Agreement shall commence on the date of signature by both parties, unless otherwise agreed.

26.2 Insofar as the Contractor is obliged to provide services and unless otherwise agreed in the respective individual contract, the Client may terminate the individual contract at any time with a notice period of 2 weeks.

26.3 The right of both contracting parties to terminate the contract for good cause remains unaffected.

## 27. Insurance

27.1 The Contractor undertakes to maintain a business liability insurance throughout the entire duration of the contract, the scope and amount of which is appropriate to its liability risks under this contract.

27.2 Upon request of the Client, the Contractor shall provide evidence of the conclusion and existence of the insurance policy and the payment of the corresponding premiums.

## 28. Audit

28.1 The Client is entitled to carry out an audit itself or through a commissioned third party, once a year, after timely notice and during business hours, at the Contractor's business premises in order to check the Contractor's compliance with the contractual obligations.

28.2 The confidentiality of the Contractor's information shall be maintained and appropriate security provisions shall be taken into account.

28.3 The Contractor is obliged to grant access to all systems, books, records, business processes and facilities that the Client requires in order to conduct a proper and thorough inspection. The Contractor shall provide the necessary cooperation in such an inspection.

## 29. Final provisions

29.1 This agreement can only be transferred to third parties in text form by means of electronic signature (in accordance with eIDAS requirements) with the consent of the other party. On the part of the Client, third parties in the sense of this clause are not the companies affiliated with Bertelsmann SE & Co KGaA, Gütersloh, group companies (§§ 15 ff. AktG) and Bertelsmann SE & Co KGaA itself.

29.2 The Contractor is not entitled to name the Client, details of the order or the Client's end Client as a reference without the Client's express consent.

29.3 The contractual penalties referred to in these contractual conditions may not exceed 5% of the total contract value.

29.4 The Contractor acknowledges the provisions of the [Supplier Code of Conduct of Bertelsmann SE & Co KGaA](#) and undertakes to act in accordance with them.

29.5 Changes, additions and the cancellation of this contract require the text form by means of electronic signature (according to eIDAS requirements). This means that an e-mail format does not meet these requirements. The same applies to the cancellation of the written form requirement. All design rights must always be asserted with a signature variant that is at least eIDAS-compliant.

29.6 The existence of this contract shall not be affected by the invalidity of individual provisions or by loopholes in the provisions. An ineffective provision or a gap in the provisions shall be replaced or filled by a valid provision which corresponds as far as possible to the meaning and purpose of the omitted provision or the remaining provisions of this contract.

29.7 The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction for all disputes arising out of or in connection with this contract is the court that is competent for the Client in terms of subject matter and location.