General Conditions of Purchase Luxembourg

Part 1 - General Conditions

1. Scope, hierarchy

1.1. These General Terms and Conditions of Purchase (hereinafter also referred to as "Terms and Conditions") shall apply, unless expressly agreed otherwise, to all orders placed with the contractor (hereinafter referred to as "Contractor") by Deutsche Börse AG and its affiliated companies (namely any subsidiary or holding company controlled by or controlling the Contractor, it being agreed that an entity is deemed to "control" another if it owns, directly or indirectly, in excess of 50% of the outstanding voting securities or capital stock of such entity or any other comparable equity or ownership interest (together the "Group Companies" and each individually referred to as "Client"). The Client and the Contractor shall be jointly referred to as the "Parties".

1.2. The conditions are divided into: Part 1 "General Conditions", Part 2 "Special Conditions Purchase and Rental Agreements", Part 3 "Special Conditions Works and Services", Part 4 "Special Conditions software Maintenance and Hardware Maintenance Services" and Part 5 "Special Conditions for ICT Services provided to the Client qualifying as a Professional of the Financial Sector".

1.3. These terms and conditions are the exclusive contractual terms and conditions for the services described in the orders. Deviating, conflicting or supplementary general terms and conditions of the Contractor shall only become part of the contract if and to the extent that the Client has expressly consented to their validity in writing. This consent requirement shall apply in any case, for example even if the Contractor refers to its general terms and conditions within the scope of the order confirmation and the Client does not expressly object to this.

1.4. The following order of precedence shall apply to the cooperation of the Parties:

- the accepted order of the Client (hereinafter referred to as "Agreement"),

- as far as applicable, the special conditions of Parts 2, 3 and 4,

- the general conditions of Part 1,

- the technical performance description of the Contractor's offer (excluding commercial and legal content),

- as well as the statutory provisions.

1.5. In the event of contradictions between regulations on the same hierarchical level, the more specific regulation shall apply. The priority of expressly agreed deviating individual agreements between the Parties remains unaffected.

2. Conclusion of contract, change procedure

2.1. All orders placed by the Client are subject to change. The Client is entitled to revoke the order at any time, even if he has requested the Contractor to accept the order in the meantime.

2.2. The Contractor is obliged to declare its acceptance of orders submitted by the Client within one (1) week. However, acceptance shall be deemed to have been declared by the Contractor at the latest upon commencement of the performance of the service or delivery by the Contractor, including the contents and conditions of the order.

2.3. Orders, contracts and delivery call-offs as well as their amendments and supplements must be made in writing. Orders placed via the Client's central electronic purchasing and ordering systems are also binding.

2.4. Cost estimates are binding and are not to be remunerated unless expressly agreed otherwise.

2.5. Insofar as a specific service is ordered as a specific volume/quota, the Contractor shall not be entitleBd to claim that the agreed volume/quota is actually exhausted by the Client.

2.6. The Client may request changes to the contractual services at any time. The Contractor may object to the request for changes insofar as the implementation of the request for changes is unreasonable for him. If the Contractor incurs additional expenses as a result of changes, the Contractor may request a reasonable adjustment of the term as well as the remuneration in accordance with the agreed rates. A request for change shall become binding if the Parties agree in writing on the change and its effect on the price. If no agreement is

reached, the Client may extraordinarily terminate the contract for the specific service to be changed.

3. General Conditions of Remuneration

3.1. The prices stated in the order are binding. All prices are subject to the applicable statutory value added tax.

3.2. Any claim for remuneration exceeding the order requires a prior written order by the Client accepted without reservation by the Contractor.

3.3. Unless otherwise agreed in the individual case, the price includes all services and ancillary services of the Contractor (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

3.4. All rights required for the Client for the receipt of services and for the use of the deliverables are included in the agreed price.

3.5. The agreed price shall be due for payment within thirty (30) calendar days of complete performance (including any agreed acceptance) and receipt of a proper invoice.

3.6. The Contractor shall not be entitled to partial or down payments.

3.7. The statutory provisions shall apply to default in payment.

3.8. The Client shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent provided by law. In particular, he shall be entitled to withhold due payments as long as he is still entitled to claims from incomplete or defective services against the Contractor.

3.9. The Contractor shall only have a right of set-off or retention on the basis of counterclaims that have become res judicata or are undisputed.

3.10. Unless otherwise agreed in an individual contract, any travel and incidental expenses shall not be reimbursed by the Client.

3.11. The invoice must contain the information required by law. This includes the necessary information on VAT and the tax identification number.

3.12. The invoice must contain the contract or order number of the Client.

3.13. The Contractor shall participate in the Client's electronic invoice processing and shall in each case invoice its services via the Client's electronic invoicing tool at the Client's request.

3.14. Numbers 3.1- 3.12 shall apply accordingly to electronic invoice processing, unless details are regulated separately between the Contractor and the Client. The Client shall provide further information on electronic invoice processing upon written request by the Contractor.

4. Performance dates, default and contractual penalty

4.1. Agreed performance dates and deadlines are binding. The complete provision of the service at the agreed place of performance is decisive for the timeliness of the service.

4.2. In the event of default, the statutory provisions shall apply unless otherwise provided for in the following provisions.

4.3. If the Contractor fails to comply with delivery and performance dates/periods and is responsible for this, it shall be in default immediately without a reminder.

4.4. The Contractor shall notify the Client without delay of any foreseeable delays in performance, stating the reasons and the expected duration of the delay.

4.5. The Contractor undertakes to pay a contractual penalty of 0.2 % of the agreed net order amount per working day of the delay, but not more than a total of five (5) % of the net order amount, if the agreed deadline is exceeded for reasons for which the Contractor is responsible. The assertion of a claim for damages caused by the delay in excess of this is not excluded. The contractual penalty shall be offset against the claim for damages caused by the delay.

4.6. The unconditional acceptance of the delayed performance does not constitute a waiver of the claims to which the Client is entitled.

4.7. In any case, the Client shall only be in default if the Contractor sends a written reminder.

5. Involvement of the Client

5.1. All cooperation on the part of the Client are incidental obligations the breach of which cannot justify the termination of the contract by the Client .

5.2. The Client shall provide the necessary cooperation, provided the cooperation has been agreed in these Terms and Conditions or the relevant order and the Contractor has informed the Client in good time of the type, scope, times and other details of the cooperation obligations to be provided by the Client.

5.3. In the event of non-fulfilment of an obligation to cooperate, the Contractor shall set the Client a reasonable grace period in writing and inform the Client of the legal and factual consequences of non-fulfilment. If the Client culpably fails to provide the notified cooperation within the grace period, the Contractor may demand a postponement of the relevant dates or deadlines by the duration of the delay. Termination by the Contractor due to the Contractor's lack of cooperation, including termination pursuant to article 1184 of the Luxembourg Civil Code, is excluded.

6. Termination

6.1. Subject to deviating individual agreements of the Parties and the provisions in the respective relevant provisions in the special conditions, the statutory rights of termination shall apply.

6.2. The Client shall be entitled to extraordinary termination for good cause. Good cause shall be deemed to exist in particular if

- the execution of the order is recognisably endangered by the Contractor's lack of ability to perform, or

- the Contractor suspends its services not only temporarily and without justification, or

- the Contractor or its legal successor does not perform the service in accordance with its obligations under the contract despite a reminder with a reasonable grace period, or

- facts become known which give rise to the presumption of bogus self-employment on the part of the Contractor or

- the Contractor is insolvent, an application is made to open insolvency proceedings against the assets of the Contractor or comparable proceedings or the opening of such proceedings is rejected due to insufficiency of assets or

- there is a breach of data protection and/or confidentiality rules, or

- there are other reasons expressly listed in these conditions.

6.3. In the event of termination, the Contractor shall provide the necessary support for the transfer to a successor provider. If, in the event of termination by the Client, the Contractor has culpably set the reason for termination, the Contractor must provide the transition services at its own expense.

6.4. Notice of termination must be given by registered letter with acknowledgment of receipt.

7. Subcontractor

7.1. The Contractor is only entitled to subcontract all or part of the services to be provided by it with the express prior written consent of the Client. The Contractor shall be liable to the Client for the proper performance of its contractual obligations, including the services authorised by the Client through subcontractors.

7.2. In addition, the Contractor undertakes to ensure that the subcontractor engaged by it complies for its part with the provisions set out herein, in particular with regard to confidentiality, data protection, personnel, minimum wage, time off, compliance with relevant provisions and laws, environmental protection and occupational health and safety, client capability.

7.3. Fault on the part of a subcontractor is equivalent to fault on the part of the Contractor.

8. Use of the name and logo of the Client

8.1. The Contractor shall not use the name, logo and identity of Deutsche Börse AG and all

Group Companies without the prior written consent of Deutsche Börse AG or the respective Group Companies.

9. Rights of use

9.1. The Contractor shall grant the Client all rights of use necessary for the performance of the contract.

9.2. All rights granted which are necessary for the provision of the service shall be included for with the agreed price.

9.3. Further details are regulated in the special conditions.

9.4. The Contractor warrants that the services are free from third party rights and that, to the Contractor's knowledge, no other rights exist which restrict or exclude the Client's use of the services or deliverables.

9.5. The Contractor shall indemnify the Client against all damages, necessary costs, disadvantages and claims of third parties incurred by the Client in connection with the assertion of third party rights. The Parties shall notify each other in writing without delay if claims are asserted against them due to the infringement of property rights.

9.6. If the contractual use is impaired by industrial property rights or other rights of third parties, the Contractor shall, irrespective of fault and applicable indemnity due under article 9;5, at the request of the Client and to a reasonable extent, either modify the contractual services in such a way that they fall outside the scope of protection but nevertheless comply with the contractual provisions, or obtain the authority that they can be used in accordance with the contract without restriction and without additional costs for the Client.

10. Quality assurance; audits

10.1. The Contractor undertakes to maintain a quality management system in accordance with the state of the art, by means of which it is able to independently carry out problem analyses, necessary quality assurance measures and audits. The Client may require the Contractor to provide evidence that it has satisfied itself of the effectiveness of the quality management systems of the subcontractors.

10.2. Notwithstanding the foregoing, the Client reserves the right to conduct audits at the Contractor and its subcontractors itself or through third parties commissioned by it after prior notification. In this context, the Client may, in particular, inspect and review all data relating to business transactions between the Client and the Contractor as well as review quality assurance, IT and data security measures. The Contractor shall support the Client in carrying out the audits. The costs of the audits shall be borne by each Party itself, with the exception of costs for audits in which breaches of the respective agreement and/or these terms and conditions by the Contractor are identified. In this case, the Contractor shall bear the costs of the audit, unless such violations are not the fault of the Contractor. The Client shall not exercise this right excessively or without cause.

11. Insurance

11.1. The Contractor shall take out appropriate insurance at its own expense and maintain it for the duration of the business relationship. The insurance shall cover damage incurred by the Client or third parties as a result of the Contractor's performance, whether under a purchase contract, contract for work and services, service contract or rental contract. Upon request of the Client, the Contractor shall provide the Client with corresponding proofs of cover.

12. Data protection

12.1. The Contractor is obliged to comply with the provisions of all applicable data protection laws as amended from time to time, in particular the General Data Protection Regulation (GDPR), the Luxembourg of 1 August 2018 on the organisation of the National Data Protection Commission, implementing the GDPR and other national regulations.

12.2. For this purpose, it shall process personal data transmitted by the Client only for the purpose for which they were transmitted and on the Client's instructions and shall not transfer them to third parties without the Client's prior consent.

12.3. The processing of personal data provided to the Contractor by the Client shall be carried out exclusively within the framework of the Client's standard contract processing agreement.

12.4. The Contractor shall take appropriate technical and organisational measures to protect personal data transmitted by the Client. This also includes instructing employees entrusted with the processing of this data and obliging them to observe data secrecy. These declarations shall be submitted to the Client's data protection officer upon request.

12.5. Upon request, the Contractor shall provide the Client with the contact details and the name of the contact person for data protection and information security.

12.6. If personal data is processed by the Contractor outside the European Economic Area (EU states plus Iceland, Liechtenstein, Norway) or if personal data is accessed by the Contractor from states located outside the European Economic Area, the Contractor undertakes to comply with the relevant adequacy decision, the relevant EU standard contractual clauses or a certification system recognised by the EU.

13. Secrecy

13.1. The Contractor shall treat as confidential the information and knowledge - in particular company and business secrets - of a technical, commercial or organisational nature, for example, obtained by the Client in the course of the cooperation and shall neither exploit them himself nor make them accessible to third parties during the term or after the contractual relations.

13.2. All information obtained by the Client or its group companies or created within the scope of the order, including the work results, shall be returned to the Client by the Contractor after the execution of the order, including all copies made, or deleted and/or destroyed at the Client's request. In the event of deletion and/or destruction, the reconstruction of the information must be excluded. The complete return and/or deletion and/or destruction shall be confirmed to the Client in writing upon request.

13.3. This obligation to maintain secrecy shall not apply to information that is lawfully in the public domain or otherwise lawfully obtained - including from third parties - as well as independent developments of the Contractor outside the scope of the services for the Client. The Contractor shall be responsible for proving these prerequisites.

13.4. Statutory and official duties of disclosure shall remain unaffected. The Client may transfer confidential information of the Contractor to group companies and its vicarious agents subject to a confidentiality obligation.

14. Personnel of the Contractor

14.1. The Contractor shall be solely responsible for the organisation, selection of the personnel and the selection of the material resources required for the performance of the services. He shall ensure that he is able to provide his services at the agreed times on the basis of sufficient material and personnel resources. He alone shall select sufficiently qualified employees for the performance of the services and satisfy himself of their suitability. The Contractor shall ensure that its employees have the required knowledge and experience depending on their tasks, competences and responsibilities and the Contractor shall take appropriate measures to ensure that the qualification level of the employees is adequate.

14.2. The Contractor shall only deploy such employees for the provision of services who are permitted to perform their activities in accordance with the respectively applicable provisions of labour and residence law.

14.3. The operational organisation and other operational circumstances (e.g. security requirements, access regulations) at the Client shall be made known to the Contractor to the necessary extent and shall be observed. Subject to data protection regulations, the Contractor shall submit the necessary documents and evidence to the Client (e.g. current certificate of good conduct). In particular, if access to the Client's areas or access to the Client's IT systems is required in connection with the Client's performance, the Contractor may only use employees who have been granted access authorisation in accordance with the Client's guidelines.

15. Compliance with legal provisions for the protection of the employee

15.1. The Contractor undertakes to comply with all statutory provisions for the protection of the employee, in particular all provisions for the payment of the minimum wage in accordance with the Luxembourg Labour Code as well as the collective bargaining provisions affecting its business.

15.2. The Contractor shall ensure that its subcontractors comply with these requirements and that subcontractors outside the group are contractually obliged to do so. The Contractor is obliged to actively work towards compliance with the legal requirements if doubts arise. The Contractor's subcontractors in the meaning of these Terms and Conditions are its direct subcontractors and all subordinate subcontractors.

15.3. The Contractor shall indemnify the Client against all possible claims asserted against the Client due to a violation by the Contractor or one of its subcontractors of the Luxembourg Labour Code as well as other statutory provisions imposing possible liability. In particular, the Contractor undertakes to support the Client in the defense of alleged claims against the Client in this respect to the best of its ability and, in particular, to provide the Client with the information required for this purpose.

15.4. If the Contractor or one of his subcontractors violates the obligation to pay the minimum wage, the principal is entitled to terminate the contract without notice.

16. Compliance with other provisions

16.1. The Contractor undertakes to comply with all relevant provisions, standards, guidelines, ordinances, regulations and laws.

16.2. This concerns in particular: Anti-corruption and money laundering laws, data protection laws as well as antitrust, labour and environmental protection regulations.

16.3. The Contractor undertakes to comply with the relevant guidelines of the Client and the associated group companies for the fulfilment of its obligation.

16.4. The Contractor shall point out if the re-export of deliveries or services including the provision or transfer of data is excluded or subject to approval according to the respective applicable export control regulations of the Grand-Duchy of Luxembourg, the European Union or the USA. The Contractor shall compensate the Client for any damage caused by a breach of this duty to inform.

16.5. The Contractor may only provide services for other customers if it has ensured the multi-client capability of the systems used for the provision of the contractual service or provides the service for other customers through separate systems.

17. Limitation

17.1. The limitation period for defect claims is two (2) years for material defects and three (3) years for defects of title; should the statutory limitation period for defect claims be longer, the longer limitation period shall apply instead. The limitation period shall commence in accordance with the statutory provisions.

17.2. In all other respects, the statutory limitation periods shall apply.

18. Other provisions

18.1. The place of performance shall always be the place where the ordered services are to be provided as agreed (place of receipt).

18.2. The law of the Grand-Duchy of Luxembourg shall apply to the exclusion of the conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods.

18.3. If the Contractor is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction shall be Luxembourg-city.

18.4. Should any provision of these terms and conditions be or become ineffective in whole or in part, the contracts concluded in each case (including orders) shall remain effective with the remaining provisions of these terms and conditions continuing to apply. In this case, the parties shall agree on a provision that takes into account the interests of both parties and comes as close as possible to what was intended. This shall also apply in the event of a loophole.

18.5. Ancillary agreements are not part of these terms and conditions. Amendments and additional provisions shall only be effective if they have been agreed in writing with the Client. This also applies to agreements concerning the written form.

18.6.   Unless a stricter written form requirement is expressly stipulated in these terms and conditions, the text form (e.g. e-mail or fax) meets the written form requirement.

Part 2 - Special conditions for purchase and rental contracts

A. Scope

The special conditions listed in this Part 2 apply to purchase and rental contracts, including for hardware and standard software, together with the general conditions from Part 1 as a uniform part of the contract.

B. General regulations for purchase and rent

1. Service scope

1.1. The scope of the service is set out in the respective order.

2. Performance time and place

2.1. Insofar as the parties have agreed on the delivery of goods, the following provisions shall apply.

2.2. The delivery shall be made "delivered and duty paid" (Incoterm: "DDP" - Delivered Duty Paid) to the destination (building, floor, room, etc.) specified in the order. The respective place of destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver).

2.3. If, in addition to delivery, the Contractor is also obliged to set up, assemble, install or perform other work, the risk of loss or damages to the goods shall only pass to the Client upon acceptance of these services.

2.4. Ownership of the delivered goods shall pass to the Client upon payment at the latest.

3. Warranty for purchase contracts

3.1. The statutory provisions and, exclusively for the benefit of the Client, the following supplements and clarifications shall apply to the Client's rights in the event of material defects and defects of title (including incorrect and deficient performance as well as improper assembly/installation or deficient instructions) and in the event of other breaches of duty by the Contractor.

3.2. In accordance with the statutory provisions, the Contractor is liable in particular for ensuring that the contractual items have the agreed quality at the time of the transfer of risk. In any case, those product descriptions which - in particular by designation or reference in orders - are the subject matter of the respective contract or were included in the contract in the same way as these terms and conditions shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from the principal or the Contractor.

3.3. In the case of goods with digital elements or other digital content, the Contractor owes the provision and updating of the digital content in any case to the extent and for as long as this is necessary to maintain the contractual conformity of the digital product.

3.4. The Client is not obliged to examine the contractual objects or to make special enquiries about any defects at the time of conclusion of the contract. The Client is therefore also entitled without restriction to claims for defects if the defect remained unknown at the time of conclusion of the contract due to gross negligence.

3.5. The duty to inspect shall be limited to defects which become apparent during the incoming goods inspection under external appraisal including the delivery papers (e.g. transport damage, incorrect and short performance) or which are recognisable during a quality inspection in a random sampling procedure. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. The obligation to give notice of defects discovered later remains unaffected. Notwithstanding the duty to examine, the complaint (notice of defect) of the Client shall be deemed to be made without undue delay and in good time if it is sent within fourteen (14) calendar days of discovery.

3.6. Subsequent performance shall also include the removal of the defective goods and their re-installation if the goods were installed in another item or attached to another item in accordance with their type and intended use before the defect became apparent; the statutory claim to reimbursement of corresponding expenses (removal and installation costs) shall remain unaffected. The Contractor is also liable to the Client for all damages even if the Contractor

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was unaware of the defect. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs, shall be borne by the Contractor even if it turns out that there was actually no defect. The Client's liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, the Client shall only be liable if it recognised or was grossly negligent in not recognising that there was no defect.

3.7. Notwithstanding the statutory rights and the above provisions, the following shall apply: If the Contractor fails to fulfil its obligation of subsequent performance - at the Client's discretion by remedying the defect (subsequent improvement) or by providing a defect-free item (replacement) - within a reasonable period set by the Client, the Client may remedy the defect itself and demand reimbursement of the expenses required for this from the Contractor or a corresponding advance payment. If subsequent performance by the Contractor has failed or is unreasonable for the Client (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline needs to be set; the Client shall inform the Contractor of such circumstances without delay.

3.8. Otherwise, in the event of a material defect or defect of title, the Client shall be entitled to a reduction in price or to withdraw from the contract in accordance with the statutory provisions. In addition, the Client shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

C. Special regulations for rent

1. 1. Obligations of the Contractor

1.1. In order to fulfil the contract, the Contractor shall hand over the rental object to the Client in a condition in accordance with the contract and maintain it in this condition during the rental period.

1.2. Insofar as instruction or training is required for the contractual use of the rental object, the Contractor shall point this out separately. The rental fee shall include such instruction at the place of use of the rental object.

2. Rent, due date and instruction

2.1. Unless otherwise agreed, the rent shall also include all care, maintenance and other upkeep expenses for the intended use of the rental object by the Client.

2.2. The Contractor shall carry out this care, maintenance and other upkeep work independently as required.

2.3. The Contractor is not entitled to increase the rent during the current term of the contract.

2.4. In the case of a rental relationship, unless otherwise agreed, the rent owed shall become due after the expiry of the periods of time according to which it is assessed. The Contractor shall only receive remuneration in excess of the rent if this has been agreed in writing in advance.

3. Handover of the rented property

3.1. When handing over the rented property, the Parties shall keep a record of the condition of the rented property.

4. Warranty for rental agreements

4.1. The statutory provisions on defects apply to rental agreements.

5. Term and termination of contract

5.1. The rental agreement shall commence on the date agreed in the order.

5.2. The provisions of the general terms and conditions of purchase shall apply to the termination of the agreement.

5.3. Notice of termination must always be given in writing.

6. Return of the rented property

6.1. The Client shall return the rental object in proper condition, i.e. without any changes and thus in the original condition as recorded in the handover protocol.

6.2. The Contractor shall check the rental object for damage upon return and give notice of such damage without delay.

6.3. The parties shall keep a record of the return of the rented property in which the condition of the rented property is recorded.

6.4. Any damage to the rental object claimed at a later date which is not included in the return protocol shall not be compensated by the Client.

6.5. The Contractor shall collect the rented item from the Client at its own expense if it is a movable item.

D. Additional regulations software purchase and software rental

1. Service scope

1.1. The Contractor shall supply and transfer to the Client the software designated in the order together with the associated documentation for permanent use ("**Software Purchase**") or limited to the term of the contract ("**Software Rental**").

1.2. The Contractor shall deliver the software to the Client in executable form in object code on commercially available data carriers or shall make it available for retrieval via the Internet (download). If the Client no longer has an executable version of the software due to loss, accidental deletion or similar events, the Contractor shall provide a replacement free of charge.

1.3. The documentation shall be provided in either German or English in electronic, printable form on a commercially available data carrier at the discretion of the Client. This documentation, in particular on installation, use, operation as well as maintenance, is part of the main performance obligation. The documentation must be sufficient for an average user to be able to use the software without support from the Contractor. Supplied operating manuals must enable an IT specialist to install, operate and maintain the software.

1.4. The Contractor shall provide the Client with sufficient up-to-date documentation so that the group of persons authorised to use the software can use it to the agreed extent without further ado.

1.5. In the case of test and trial operations to be carried out, the Contractor shall instruct the Cli-

ent in the use of the software to the extent necessary to enable the Client to use it in accordance with its intended use.

1.6. If the Contractor undertakes (i) the creation of individual software or (ii) the installation, implementation, customisation and/or configuration of software on the Client's hardware, the provisions of Special Part 3, Section B and Section C shall apply in this respect. The same shall apply in the event that the Client commissions the Contractor to carry out extension programming for the purpose of user-specific supplementation and adaptation of the software.

1.7. Insofar as maintenance services are also agreed, Part 4 "Special Conditions software Maintenance and Hardware Maintenance Services" shall apply. In the event of withdrawal from the software purchase contract for the software, the software maintenance shall also automatically end.

2. Rights of use

2.1. Upon delivery of the software, the Contractor shall grant the Client a non-exclusive, irrevocable right to use the software, which right is already compensated for in the remuneration, is unrestricted in terms of content and territory, is unlimited in time in the case of a Software Purchase or is limited to the duration of the contract in the case of a Software Rental.

2.2. The rights of use to the software granted by the Contractor include in particular the following rights: the right to reproduce the software for the intended use, in particular to store, install, process and run it on IT systems; the right to transfer and sub-license rights of use to group companies; the right to allow third parties to use the software for the purposes of the Client or a group company (third parties in this sense are not exhaustive: consultants, freelancers, temporary workers, external computer centres).

2.3. The rights to which the Client is entitled under Clause 2.2 do not lead to an increase in the sum of the contractually agreed permissible number of users, permissible number of installations or permissible intensity of use.

2.4. Sub-licensing or transfer of rights of use to group companies by the Client shall not require any separate consent on the part of the Contractor.

2.5. The above rights expressly also cover the rights of use for previously unknown types of use. The author's rights in this respect under the Luxembourg Law of 18 April 2001 on copyright, related rights and databases, as amended shall remain unaffected.

2.6. The Client or the group company shall be entitled to the rights to the data generated or processed through the use of the software. This applies in particular to work results, databases and database works that are eligible for protection.

2.7. The Client is entitled to make copies of the software for backup purposes to the extent required. The copies of the software for the purpose of proper data backup are part of the intended use.

3. Elimination of malfunctions in Software Rental

3.1. The Client shall notify the Contractor of any malfunctions that occur. A malfunction exists if the software does not fulfil the function specified in the documentation, delivers incorrect results, interrupts its run in an uncontrolled manner, does not behave in a functional manner in any other way, has information security vulnerabilities or cannot be operated as described in the documentation so that the use of the software is impossible or restricted. The Contractor shall localise, analyse and remedy malfunctions reported by the Client, detected by the Contractor in connection with its activities or disclosed by the software manufacturer. Upon receipt of a malfunction report, the Contractor shall inform the Client by when the reported malfunction will be remedied.

3.2. The Contractor shall eliminate faults within the agreed times, otherwise within a reasonable period of time. Faults due to information security vulnerabilities of the Software shall be eliminated without delay.

4. Updates, new versions

4.1. In the case of Software IRental, the Contractor shall ensure the ongoing further development of the Software and shall provide the Client with upgrades and new versions of the Software free of charge. He undertakes to provide the Client with an upgrade or a new version of the software at regular intervals, but at least once a year.

4.2. The Client shall be provided with corrections, patches, updates, upgrades, new versions or similar as well as the respective updated documentation (collectively "Updates") also within the scope of troubleshooting.

4.3. The Contractor is obliged to adapt the software to amended laws. This obligation is fulfilled if the usability of the software is not or only insignificantly restricted under the changed legal provisions.

4.4. Sections 4.1 - 4.3 shall apply to the purchase of software if agreed individually, but section 4.2 shall also apply in the event of rectification or avoidance of defects.

4.5. Updates shall also be subject to the provisions of these Terms and Conditions. Unless otherwise agreed, the Contractor may not derive any additional remuneration from this.

4.6. The Client is not obliged to install upgrades or new versions of the software itself or to accept them through the Contractor if the adoption of the current version is unreasonable for the Client, in particular due to a conversion effort associated with the adoption or other conversion risks (e.g. instability of the system).

E. Additional regulations Hardware purchase and hardware rental

1. Service scope

1.1. In the event of a hardware purchase or its rental, the Client shall acquire from the Contractor, against payment, the ownership or the right of use, limited to the duration of the agreement, of the devices and components specified in more detail in the order (hereinafter "**Hardware**").

1.2. Hardware must always be delivered or provided brand-new and must not contain any reworked components (e.g. from returns).

1.3. The Contractor shall deliver the Hardware designated in the order including the system and operating software designated therein. System and operating software means the basic software of a hardware (e.g. BIOS) which is necessary in order to be able to load and operate the actual operating system in the operating system core and to run the application software of the respective hardware on it.

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1.4. The Hardware corresponds to the currently recognised state of the art at the time of delivery.

1.5. The Contractor shall provide the Client with all manuals, operating aids and other documentation (hereinafter "**Documentation**") which allow the Client to use the Hardware as intended without further training.

1.6. Unless otherwise agreed, the Contractor shall provide or hand over the Hardware to the Client installed, integrated, configured and ready for operation.

1.7. In the case of test and trial operations to be carried out, the Contractor shall instruct the Client in the use of the Hardware to the extent necessary to enable the Client to use the contractual items in accordance with their intended use.

2. Rights of use

2.1. The Contractor shall grant the Purchaser a non-exclusive, irrevocable, permanent right of use to system and operating software in the case of purchase or, in the case of rental, a right of use limited to the duration of the agreement and unrestricted in terms of space and content.

2.2. The right of use shall also apply in each case to corrections, patches, updates, upgrades, new versions or similar as well as updated documentation (collectively "Updates") provided by the Contractor which replace or supplement previously provided software.

3. Maintenance and repair of the hardware

3.1. During the rental period, the Contractor shall maintain the Hardware in a condition suitable for use in accordance with the contract and shall perform any maintenance and repair work required for this purpose.

3.2. Maintenance shall maintain the functionality of the hardware and shall include the replacement of defective wear parts and system components which no longer correspond to the currently recognised state of the art or which no longer function reliably. The Contractor shall carry out any integration, configuration or installation work.

3.3. For system and operating software, Part 2, Section D, Clause 4 (Updates, new versions) shall apply accordingly.

3.4. The repair includes the elimination of occurring malfunctions, including system or system component failures and other problems. The Client shall notify the Contractor of any malfunctions that occur. The Contractor shall localise, analyse and rectify the malfunction. After receipt of a malfunction report, the Contractor shall inform the Client by when the reported malfunction will be remedied.

3.5. The Contractor shall eliminate malfunctions within the agreed times, otherwise within a reasonable period of time. Malfunctions due to information security vulnerabilities of the hardware shall be eliminated without delay.

3.6. In consultation with the Client, the Contractor shall replace parts of the system and system components that no longer correspond to the currently recognised state of the art with new ones. The assessment for this can be presented by the Client on the basis of the market development

Part 3 - Special Conditions for Services and Works

A. <u>**Scope**</u>

The special terms and conditions listed in this Part 3 shall apply to services and work performances, including IT consulting services and the creation of individual software, together with the general terms and conditions from Part 1 as a uniform part of the contract.

B. <u>**General regulations for services and works**</u>

1. Service scope

1.1. The service content results from the respective order.

2. Remuneration

2.1. Unless otherwise agreed, payment for Services shall only be made after complete performance of the Service. If the parties agree on partial payments, partial payments shall only be made after complete performance of the respective partial Service. Agreed due dates remain unaffected by this.

2.2. If a fixed price has been agreed for a Service, the Contractor shall provide the Service in full at the agreed price. Additional expenses for the complete provision of agreed Services shall be borne by the Contractor. Subsequent claims are excluded.

2.3. The following shall apply in the event of remuneration on a time and material basis.

- The Contractor shall invoice its Services in each case after the Services have been rendered in accordance with the agreed invoicing periods. If no periods have been agreed, invoices shall be issued monthly for the Services rendered in the previous month.

- The total order value of the respective order shall be deemed to be the maximum limit and may not be exceeded. The Contractor shall not be entitled to demand that agreed budgets are exhausted. If it becomes apparent that agreed budgets will be exceeded, the Contractor shall notify the Client in writing without delay. Once the budget has been reached, the Services shall be discontinued unless the

Client issues a different written instruction.

- For invoicing purposes, the Contractor shall keep activity records and attach them to the invoice. The Client shall check the activity records without delay and release them. The release of the activity records or the release of the recording in the respective time recording system shall not constitute an acknowledgement with regard to the quality and performance of the Service.

- Services for which there are no activity records signed off by the Client or which have not been released in the respective time recording system shall be deemed not to have been performed and shall not be remunerated.

- Unless otherwise agreed, the Services shall be remunerated on a daily basis; a daily rate shall be at least eight (8) working hours per calendar day. Breaks shall not be remunerated. Overtime shall not be remunerated. Transfer of hours to other calendar days is not permitted.

- Only services that fall within the commissioned service period will be invoiced.

2.4. If the Client terminates a contract prematurely in whole or in part, it shall remunerate the Services properly rendered up to the termination date, insofar as the Contractor is not responsible for the termination. The contractual Services rendered up to the time of termination shall be handed over to the Client in accordance with the contractual provisions. In such cases, the Contractor shall have no further claims.

3. Rights of use in favour of the Client

3.1. The Contractor shall grant the Client the rights necessary for the purpose of use to the work results created within the scope of Services or work performance.

3.2. The Client shall be entitled to the exclusive, irrevocable, transferable, sub-licensable right of use, unlimited in time, space and content, to all work results, which shall be compensated for with the agreed remuneration. The right of use also includes, in particular, the right to publish, copy, distribute, publicly reproduce (including

making available to the public), redesign, amend, modify, combine and editthe deliverables in whole or in part, including their further exploitation for (follow-up) contracts with third parties. The Client shall also be granted these rights of use for unknown types of use.

4. Poor performance in the context of services

4.1. Insofar as the affected Services can be made good or are amenable to rectification, the Contractor shall, at the Client's request, make good or rectify Services that are not in accordance with the contract or are defective within a reasonable period of time free of charge.

4.2. If the Service cannot be provided in accordance with the contract within the grace period for reasons for which the Contractor is responsible, the Client shall be entitled to terminate the contract without notice.

4.3. Further claims of the Client in accordance with the relevant statutory provisions shall remain unaffected. In particular, the Client may: reduce, claim damages and reimbursement of expenses, delay damages and rights of retention.

5. Acceptance of work results

5.1. The Contractor shall provide the work results ready for acceptance on the agreed date. The Client may inspect the work results to ensure that it is free of defects. The Contractor shall be obliged to assist the Client in checking the work for acceptance and to instruct the Client in the use of the performance to the extent necessary.

5.2. After successful completion of the inspection of the work results (e.g. through tests), the Client is obliged to accept the work results, provided that no insignificant defects were found. The Client shall declare acceptance in writing. Any defects found shall be documented by the parties.

5.3. In the event of declared acceptance, defects which do not significantly impair the acceptance capability shall be remedied by the Contractor without delay. The same shall apply to defects which are discovered after acceptance.

6. Warranty for work performance

6.1. The Contractor warrants that the work results are free from material defects. Within the scope of the statutory warranty, the Contractor is in particular obliged to follow up on error reports and to remedy defects (rectification). The rectification of defects shall be carried out within a reasonable period of time. The Contractor is entitled to choose replacement delivery instead of rectification.

6.2. If the Contractor does not succeed in eliminating a defect within the elimination period specified in section 6.1 and also not within a further reasonable grace period set by the Client, the Client shall be entitled to assert the statutory warranty rights of conformity applicable to consumers, in particular to demand damages for non-performance and to withdraw from the contract, without prejudice to the possibility to repair himself the defect or to have it repaired by a third party..

6.3. Defects of title shall be governed by the statutory provisions as well as Part 1, Clauses 9.4-0 of these terms and conditions.

C. Additional regulations for the creation of individual software

1. Subject matter of the contract/scope of the service

1.1. The subject matter of the contract is the conception, realisation as well as the adaptation, parameterization, customization, configuration and installation of software by the Contractor specifically according to the Client's specifications ("**Individual software**").

1.2. The conceptual design service includes, in particular, the creation of a requirements specification (consisting of a catalogue of requirements, functional and non-functional requirements for an IT system - also known as a rough concept) and the creation of a specification (consisting of a technical concept, IT concept, test concept, and requirements for operation - also known as a detailed concept or performance description).

1.3. The realisation services include the creation of a software and application design and/or the development, testing, introduction and installation of the Individual software as well as the associated documentation.

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1.4. The exact content of the performance results from the respective order. The preparation of the specifications and/or performance specifications shall not be part of the scope of services if this is expressly agreed in the order.

2. Conceptual services

2.1. If the Contractor is responsible for drawing up the specifications and/or the performance specifications, he shall include legal and official requirements.

2.2. The specifications are the binding description for contractual services. In terms of content, the functional specification specifies the requirements specification completely and comprehensibly with detailed functional and technical specifications, including the operating and maintenance environment as well as the test requirements.

2.3. The specifications shall be formulated in full by the Contractor with the precisely agreed cooperation of the Client and released by the Client. Upon release, it shall form the basis of the Implementation Services.

2.4. The requirements specification shall define and quantify all features on the basis of which the software solution to be realised can be tested and accepted by the Client.

3. Realisation services

3.1. The realisation shall be carried out by the Contractor in accordance with the respective current requirements specification and the respective current design specifications. All requirements of the specifications shall be taken into account and implemented with suitable technical and functional solutions in such a way that the contractual Service meets the requirements of the Client and is suitable for its purposes. The implementation shall be carried out in the Client's programme and system landscape, whereby the Contractor shall ensure the interoperability of the software with the Client's programme and system landscape.

3.2. The provisions of this Section C shall apply accordingly to adaptations and/or parameterisation of software already used by the Client or acquired elsewhere. Documentation for the software available to the Client shall be provided to the Contractor as far as necessary.

The Contractor must request any missing information.

3.3. The documentation shall be provided in either German or English in electronic, printable form on a commercially available data carrier at the discretion of the Client. This documentation, in particular on installation, use, operation as well as maintenance including the complete development documentation, is part of the main performance obligation. The documentation must be sufficient to enable an average user to use the contractual Service without support from the Contractor. Supplied operating manuals and the development documentation must enable an IT specialist to install, operate as well as maintain and further develop the software. The source code and the source code documentation must be such that a competent third party can independently eliminate software errors and edit and further develop the software on the basis thereof.

4. Contractor obligations

4.1. The Contractor shall carefully prepare the specifications and the software in accordance with the current generally recognised state of the art. He shall take into account recognised process descriptions and industry standards (e.g. ITIL, DIN, ISO) as well as, if applicable, specific provisions, methods and application practices of the Client.

4.2. The Contractor shall check the technical conditions to the required extent prior to the performance of the Service so that the performance of the Service is unhindered.

4.3. The dates and deadlines agreed in project plans and schedules as well as otherwise are binding. The actual provision of the subject matter of the contract for acceptance after successfully completed test and trial operation shall be decisive for the timeliness of the Services.

4.4. The Contractor is not permitted to include so-called "**open source software**" or "**OSS**", i.e. software that can regularly be obtained free of charge and open source, for the purpose of fulfilling the contract without the prior written consent of the Client. This shall also apply if their licence and usage provisions expressly permit the use of such OSS for software development both in original, modified, derived and also

other forms. To request the Client's written consent to the use of OSS, the Contractor shall provide the Client with the associated licence and usage provisions of the OSS concerned and explain the advantages and disadvantages of the use. Use without prior written consent to the use of the OSS shall constitute a defect in the performance.

5. Changes

5.1. Until acceptance, the Client may at any time request in writing changes to the agreed Services in terms of time and content.

5.2. In the event of a change request by the Client, the Contractor shall inform the Client in writing within ten (10) calendar days whether the change is possible and what effects it will have on the contractual performance, in particular on deadlines, expenditure, remuneration and cooperation. The Contractor may object to the change request if the implementation of the change request is unreasonable for him.

5.3. The Services shall be continued during the examination of the change request and shall only be partially interrupted, if necessary, with the written consent of the Client. The delivery times shall be extended for the duration of the interruption, taking into account any necessary new start-up time.

5.4. If the Contractor complies with the change request, it shall confirm this to the Client in writing.

5.5. In the event of a change proposal by the Contractor, the Client shall notify within ten (10) working days whether it agrees to the change. This requires that the change proposal is specified in such detail that it is possible for the Client to examine the cause and content of the change proposal as well as the costs and effects of implementation and the effects of non-implementation without further information.

6. Contact

6.1. Prior to the commencement of the performance of the Services, the Contractor and the Client shall each appoint a representative for any coordination that may become necessary in the course of the performance of the Services. If one of these representatives is prevented from attending for a longer period of

time, a replacement shall be appointed in good time.

6.2. The representatives are authorised to receive all declarations in connection with the contract. They shall take or cause to be taken necessary decisions of their companies expeditiously.

6.3. During the performance of the contract, the representatives shall meet regularly to the extent necessary at the Client's premises or at the Contractor's premises, as agreed, to discuss the status of the performance of the Services. The Contractor shall draw up a status report on the result of these meetings containing all the points discussed and in particular the points still open. This report shall be submitted to the Client's representative for approval within five (5) calendar days after the meeting without being requested to do so.

6.4. If the Parties cannot agree on significant issues at the regular meetings, the representatives shall work towards reaching an agreement. If this is not done immediately, the Parties shall escalate the matter in dispute to competent employees or bodies of the respective company who can make a decision or bring about a decision without delay.

7. Rights of use

7.1. Ownership of all results and interim results of the Contractor's contractual services, e.g. Performance descriptions, specifications, studies, concepts, documentation including installation, user and operating manuals as well as documentation for maintenance and further development, reports, papers, consulting documents, charts, diagrams, pictures as well as individual software, programmes, software adaptations and parameterisations including the commented source and object code as well as all intermediate results arising in this connection and aids and/or other work results created for this purpose shall pass to the Client upon handover of these objects, insofar as they are embodied objects.

7.2. In all other respects, the Contractor shall grant the Client the exclusive, compensated, permanent, irrevocable and sub-licensable as well as transferable right to use and exploit the work results without restriction in terms of space, time and content upon their creation, at the lat-

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est upon their handover. This right of use includes all types of use, in particular the storage, loading, execution, processing of data, processing also by third parties including the fixed connection with services of the Contractor, the right of reproduction and distribution, the right of performance and presentation also in public, the right of further marketing as well as the right to make changes, redesigns, translations, additions and further developments. The source code of all work results and intermediate results shall be handed over to the Client in full together with the development documentation.

7.3. The Client is entitled to grant sub-licences and further rights of use to these rights of use against payment and free of charge as well as to transfer rights of use to third parties and to use the originals as well as copies and modified versions without copyright designation.

7.4. If employees or vicarious agents of the Contractor are co-authors, the Contractor warrants that it has acquired the necessary rights of use and exploitation from them.

7.5. The Contractor grants the Client a non-exclusive, irrevocable, permanent, spatially unlimited, transferable, compensated right of use to works, other copyrights or other unprotected knowledge (know-how) of the Contractor already developed or used by the Contractor prior to the commencement of the contract as well as to the know-how, standard software and development tools acquired by the Contractor, its vicarious agents and employees during the performance of the services ("**Contractor's Intellectual Property**"), the Contractor shall grant the Client a non-exclusive, irrevocable, permanent, geographically unlimited, transferable, compensated right of use to use this intellectual property of the Contractor to the extent necessary to use the work results produced by the Contractor for the Client. This also includes the reproduction, processing and modification of the intellectual property of the Contractor by the Client or third parties, insofar as this is necessary for the use of the work results.

7.6. Insofar as work results arise which may be protected by industrial property rights, the Contractor shall be obliged to notify the Client thereof in writing without delay. The Client shall be free to have these industrial property rights registered in its name. The Contractor shall

provide the Client with comprehensive support in this respect, in particular immediately provide the Client with the information required for this purpose and make all necessary declarations and take all necessary measures. The Contractor is prohibited from carrying out a corresponding registration in his name or that of a third party or to support third parties directly or indirectly in this.

8. Acceptance of the software

8.1. The subject of the acceptance is the contractually owed performance of the software, including the complete implementation of the specifications, the existence of guaranteed properties, if applicable, as well as the proper condition of the documentation. A prerequisite for acceptance is that the Contractor hands over all work results to the Client in full and notifies him of readiness for acceptance.

8.2. Thereupon, the Client will start testing the acceptability within a reasonable period of time. The testing shall be carried out in accordance with the test requirements set out in the specifications. The location, duration and scope of the acceptance tests shall be determined by the Client after consultation with the Contractor.

8.3. Defects in the present work results identified during the acceptance test shall be assigned by the Client to the following classes:

- Defect class 1 (Serious defects): The proper use of the software or essential parts is excluded. The operating procedure is impaired to such an extent that an immediate remedy is necessary;

- Defect class 2 (Significant defects): The use of the software or essential parts is impaired to such an extent that reasonable work with the software is only possible with not inconsiderable effort or use of the software poses an unreasonable risk to the proper functioning of a parallel system. A short-term remedy is required. Several class 2 defects occurring in parallel may constitute a class 1 defect;

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- Deficiency class 3 (other deficiencies): Use is not significantly impaired, rectification is necessary but not urgent. Several class 3 defects occurring in parallel may constitute a class 2 or class 1 defect.

8.4. The Contractor may object to the allocation to a defect class if it demonstrates that the contractual performance fulfils the contractual requirements in this respect or that the defect is to be allocated to a different class.

8.5. The Client may terminate the acceptance test and refuse acceptance if one or more defects of classes 1 and/or 2 are found or if several defects of class 3 are found which altogether lead to an impairment of use corresponding to defect class 2 or higher, i.e. if there is no contractual performance or a contractual performance which is essentially unusable for use.

8.6. If acceptance fails, the Client shall provide the Contractor with a list of all defects preventing acceptance. After expiry of a reasonable period of time, the Contractor shall provide a defect-free version of the software or other work results that is ready for acceptance. Within the scope of the subsequent inspection, only the recorded defects shall be inspected insofar as they can be the subject of an isolated inspection according to their function.

8.7. The Client may not refuse acceptance due to insignificant defects. However, this is subject to the immediate rectification of the defects by the Contractor. These defects shall be listed individually in the acceptance protocol.

8.8. If the acceptance fails at least twice, the Client may assert the rights to which it is entitled by law, in particular withdraw from the contract and claim damages in the event of a culpable breach of duty on the part of the Contractor.

9. Warranty for software

9.1. Part 3, Section B, Clause 6 (Warranty for Work) shall apply with the following provisos.

9.2. A deviation of the contractual performance from the specifications and other agreed specifications always constitutes a material defect.

9.3. A defect in the documentation exists if a reasonable user with the knowledge normally to be expected for the use of the software is unable, with the help of the documentation and with reasonable effort, either to understand how to use individual functions or to solve problems that arise.

9.4. The Contractor warrants that the contractual service can also be used to operate common programmes, or at least the programmes intended for the purpose of the contract, on the basis of industry standards without interference.

9.5. Unless a deviating quality has been agreed in the specifications, the development result must at least correspond to the state of the art in science and technology recognised at the time of acceptance. The contractually agreed quality also includes that the development result and its intended use do not violate any laws or rights of third parties.

Part 4 - Special Conditions for software Maintenance and Hardware Maintenance Services

1. **Scope**

   The special conditions listed in this Part 3 apply to software maintenance and hardware maintenance services, together with the general conditions from Part 1 as a uniform part of the contract.

1. **Subject matter of the contract**

   1.1. Insofar as agreed between the Parties, the Contractor shall take over the maintenance of the software described in more detail in the respective order (hereinafter "**Software Maintenance**") or the maintenance of the hardware described in more detail in the respective contract (hereinafter "**Hardware Maintenance**") for the Client.

2. **Service scope Software Maintenance**

   2.1. The Contractor is obliged to maintain the software in a condition suitable for contractual use during the term of the contract by providing maintenance services for the software and to remedy any defects that occur. The maintenance services include: the elimination of errors, consulting services and the delivery of new programme versions (releases, patches, updates and upgrades).

   2.2. Software maintenance shall be provided by the Contractor in accordance with the respective state of the art. The Contractor shall take into account the general process descriptions and industry standards (e.g. ITIL, DIN) as well as any specifications and application practices of the Client made known to it in writing.

   2.3. The Client shall notify the Contractor of any defects that occur in as precise a manner as possible. The Contractor shall make an assessment of the severity of the defect and the expected time for rectification and shall inform the Client accordingly. Part 3, Section C, Clause 8.3 shall apply mutatis mutandis to the classification of defects.

   2.4. The Contractor shall react to the notification of a defect by the Client within the following reaction periods:

   - In the case of class 1 defects: within one hour of receipt of the report,

   - In the case of class 2 defects: within two hours of receipt of the notification,
   - For class 3 defects: Within one working day after receipt of the notification.

   2.5. The Contractor shall rectify the defects within the following rectification periods:
   - In the case of class 1 defects: within 24 hours of receipt of the notification,
   - In the case of class 2 defects: within two days of receipt of the notification,
   - In the case of class 3 defects: within ten days of receipt of the notification, but no later than with the next programme version of the software.

   2.6. In the case of defects of classes 1 and 2, the Contractor shall provide a *work-around* solution until the defects have been completely eliminated within the elimination period, if the defects cannot be eliminated within this period. The Contractor's obligation to remedy the defects within a reasonable period shall remain unaffected by this.

   2.7. If defects are not rectified by the Contractor within the respective rectification period or not rectified in such a way that the software can be used as intended, the Client shall be entitled, after prior notification of the Contractor in text form, either to rectify the defect itself or to commission a third party to rectify the defect. The costs incurred in this connection shall be borne by the Contractor, unless the Contractor is not responsible for the failure to rectify the defect or the improper rectification of the defect. Further legal claims of the Client shall remain unaffected. In particular, the Client is entitled to terminate the contract without notice in this case.

3. **Service scope Hardware Maintenance**

   3.1. During the term of the contract, the Contractor shall maintain the hardware and the associated operating and system software in a condition suitable for use in accordance with the contract and shall carry out the necessary maintenance and repair work.

   3.2. Maintenance shall maintain the functionality of the hardware and shall include the replacement of defective wear parts and system components which no longer correspond to the currently recognised state of the art or which no longer function reliably. The Contractor shall

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carry out any integration, configuration or installation work.

3.3. For system and operating software, Part 2, Section D, Clause 4 (Updates, new versions) shall apply accordingly.

3.4. The repair includes the elimination of occurring malfunctions, including system or system component failures and other problems. The Client shall notify the Contractor of any malfunctions that occur. The Contractor shall localise, analyse and rectify the malfunction. After receipt of a malfunction report, the Contractor shall inform the Client by when the reported malfunction will be remedied.

3.5. The Contractor shall eliminate malfunctions within the times agreed in the order. Malfunctions due to information security vulnerabilities of the hardware shall be eliminated without delay.

3.6. If malfunctions are not rectified by the Contractor within the respective rectification period or not rectified in such a way that the hardware can be used as intended, the Client shall be entitled, after prior notification of the Contractor in text form, either to rectify the malfunction itself or to commission a third party to rectify the malfunction. The costs incurred in this connection shall be borne by the Contractor, unless the Contractor is not responsible for the failure to remedy the malfunction or the failure to remedy the malfunction properly. Further legal claims of the Client shall remain unaffected. In particular, the Client shall be entitled to terminate the contract without notice in this case.

3.7. In consultation with the Client, the Contractor shall replace parts of the system and system components that no longer correspond to the currently recognised state of the art with new ones. The assessment for this can be presented by the Client on the basis of the market development.

3.8. The Contractor shall always carry out corrections, patches, updates, upgrades on the system and operating software belonging to the hardware.

3.9. The Contractor shall carry out regular checks, via remote maintenance or on site, on the hardware and associated system and operating

software in accordance with the relevant system documentation and current manufacturer information.

3.10. Within the scope of hardware maintenance, the Contractor shall document the performance of maintenance measures. For documentation purposes, he shall record at least the following information: Exact designation of the hardware concerned (type/number/model), description of the respective maintenance measures, start and duration of the maintenance measures.

3.11. The documentation shall be signed by an authorised employee of the Client. The signed documentation is binding for both parties, in particular with regard to the signed time specifications.

4. Provision of a hotline

4.1. The Contractor shall support and advise the Client with regard to the software application or troubleshooting by telephone or by other means of remote communication.

4.2. The hotline shall be available to the Client free of charge during the service times to be agreed in individual cases from Monday to Saturday inclusive (with the exception of public holidays at the Contractor's registered office). During this time window, the Contractor shall also answer enquiries of the Client received by e-mail.

4.3. The Contractor shall ensure that callers to the hotline are connected to a competent employee at the latest after the waiting time agreed in the respective contract.

4.4. The Contractor shall assign a processing number ("ticket") for each request of the Client. At the request of the Client, the Contractor shall introduce an electronic ticket system for this purpose, which enables constant traceability of the status of the processing of the tickets.

4.5. The Contractor shall draw up a monthly report on open and closed tickets and submit it to the Client.

5. Further provisions

5.1. Part 3, Section C, Clause 7 shall apply to rights of use to the software supplied as part of the maintenance.

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5.2. For Open Source Software, Part 3, Section C, Clause 7 applies.

5.3. Part 2, Section D, Clause 1.2 applies to the provision of software and Part 2, Section D, Clause 1.3 applies to the provision of documentation.

5.4. Section 3, Part B, Clause 6 shall apply to the warranty with the proviso that the provision of Software Maintenance or Hardware Maintenance shall be deemed to be defective if a defect is not remedied or rectified to the required extent or not within the agreed remedial period or otherwise within a reasonable time.

5.5. The services of Software Maintenance and Hardware Maintenance are compensated with the remuneration agreed in the respective order. Unless otherwise agreed, the remuneration shall become due after the expiry of the time periods according to which it is assessed.

Part 5 - Special Conditions for ICT Services provided to the Client qualifying as a Professional of the Financial Sector

1. Scope

The special conditions listed in this Part 5 apply to ICT services provided to the Client qualifying as a Professional of the Financial Sector within the meaning of the Luxembourg law of 5 April 1993 on financial sector, as amended, together with the specific condition from Part 4 and general conditions from Part 1 as a uniform part of the contract. Additional conditions to be agreed between the Parties shall apply to cloud services.

2. Contractor's specific obligations

The Contractor undertakes:

2.1. to apply the highest level of security standards when it provides the services to the Client and to provide the Client with any information the Client may request in this respect;
2.2. to implement and test the Client's contingency plans once a year at the Client's request;
2.3. to subscribe and maintain a professional insurance covering its liabilities for the performance of the contract and any services related thereto;

2.4. to report immediately any significant problem having an impact on the outsourced activities and the services as well as any emergency situation that may arise in the context of the services.
2.5. to inform immediately the Client of any changes in its activities, structure, as well as any significant problems or changes likely to impact on outsourced functions as well as any emergency situations.
2.6. to inform immediately the Client of any changes affecting the place where the services are provided or the data stored.

3. Audits

4.1. The Contractor shall allow once in a year the Client, its approved statutory auditor, its internal audit function and/or its validly appointed external auditor (the "Auditors") to perform an audit of the Contractor, to verify the fulfilment of its obligations pursuant to the contract.
4.2. As regards any of the Contractor's subcontractors, the audit rights set forth herein shall apply and that the Contractor shall use reasonable efforts to award the Client the benefit of any audit rights granted to the Contractor by such subcontractors.
4.3. The Contractor shall grant to the CSSF an unconditional right of audit within the scope of the services used by the Client when it is under its supervision where the outsourced activity is material. The competent authority's right of audit shall comprise, among other things (i) access to the Client's data and systems hosted on a cloud computing infrastructure; (ii) access to (or, at their request, a copy of) and the right to audit and/or inspect the relevant documentation of the Contractor (including notably audit reports, certification reports, policies and procedures); (iii) to discuss with the involved staff of the Contractor; (iv) right to carry out on-site inspections as permitted under national law; and (v) possibility to communicate observations to the Contractor.

4. Business continuity

4.1. The Contractor shall take the necessary measures to ensure continuity of services including in the case it undergoes resolution or reorganisation measures or winding-up proceedings or, where applicable, bankruptcy, controlled management, suspension of payments, compositions and arrangements with creditors aimed at preventing bankruptcy or other similar proceedings.
4.2. The Contractor shall also take the necessary measures to be in a position to adequately transfer the outsourced activities to the Client or to a different provider whenever the continuity or quality of the service provision are likely to be affected.

4.3. The Contractor shall provide for control services including the regular control of backups and of the facilities to restore backups as specifically requested by the Client in line with the agreed continuity plan, and pursuant to the specific commercial arrangement agreed between the Parties in this respect if any.

5. Systems security

5.1. To the extent required for the Contractor to perform its respective obligations, the Contractor will be granted, on a strict "need-to-know" and/or "least privilege"-basis (i.e. access is only granted to persons whose functions require so, with a specific purpose, and their privileges shall be limited to the strict necessary minimum to exercise their functions), access and entitlements to Client operating environment premises, equipment, IT systems, Client data, software, assets or other property which is owned or used by Client and which is, or may be, used in connection with the provision or receipt of the services.

5.6.

5.2. The Contractor shall, when exercising such access and entitlements, to observe and procure all its staff to observe the previously agreed Client's settings, instructions, rules, regulations, standard and security policies and procedures applicable thereto and that have been duly notified. In any event the Contractor shall comply with the appropriate generally accepted security standards.

5.7.

5.3. In so far as IT services concern telecommunication services, the Contractor shall ensure that (i) the telecommunications are encrypted or protected through other available technical measures to ensure the security of the communication and (ii) the network link allows a quick and unlimited access to the information stored in the processing unit (i.e. through an appropriate access path and data rate and through redundancy).

5.4 The Contractor shall provide the Client with any relevant information in relation to its security policy and shall provide any assistance required by the Client in this respect.

6. Monitoring of activities

The Contractor shall be able to provide relevant indicators to the Client allowing to efficiently follow the service quality and to note deviations from the contractually expected levels.

7. Services levels

7.1. The Contractor shall ensure that the services meet or exceed the service levels that have been agreed upon by the Parties, if any and, in any case, deliver to a level that is consistent with generally accepted applicable industry standards.

7.2. The Client has the right to monitor the Contractor's performance on an ongoing basis, including with respect to security service levels. As such, the Contractor shall ensure that it has adequate processes and procedures in place to monitor its performance against the service levels and report such information to Client in accordance with the frequency and processes agreed between the Parties.

8. Termination

Without prejudice to other termination rights of the Client, the Client may terminate the contract without any indemnity if:

- the CSSF instructs the Client to terminate the contract in consideration of non-compliance with regulations applicable at the time of the CSSF's instructions,
- the Contractor does not meet its obligations in terms of systems security,
- significant changes affecting the Contractor or the services.

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