GENERAL TERMS AND CONDITIONS OF PROCUREMENT OF PORSCHE HOLDING GROUP
PART D: TERMS AND CONDITIONS OF PURCHASE FOR SERVICES IN THE FIELD OF INFORMATION TECHNOLOGY (IT) AND/OR ELECTRONIC INFORMATION AND COMMUNICATION (TC)

The following special provisions of this Part D (= "IT TCPs") shall apply in addition to the provisions in Part A to services in the field of information technology (IT) and/or electronic information and communication (TC).

1. DEFINITIONS

The terms used in these IT TCPs have the following meaning:

1.1 "**Agile development services**" means development services that are provided by means of an iterative and incremental approach and whose principles are based on the "Manifesto for Agile Software Development" (Agile Manifesto).

1.2 "**Operating software**" means software that is required for the intended use of hardware (e.g. operating systems), regardless of whether it is already installed on the hardware when it is provided to the Client or has to be installed subsequently.

1.3 "**Cloud services**" means IT-enabled services that are provided as a service via network environments such as the Internet. These services, offered by the Contractor, include the provision of applications (SaaS) or virtualised IT infrastructure resources with different levels of vertical integration (PaaS, IaaS). The Contractor is responsible under the shared responsibility model for the maintenance and security of the resources it provides, while the Client takes responsibility for the management and security of the business processes, applications and data operated on these resources.

1.4 "**Copyleft effect**" means the legal consequence of the obligation existing in certain free and open-source software licences (known as copyleft licences) to distribute further developments and/or modifications of the free and open-source software and, if applicable, other software associated with the free and open-source software under the specific terms of use of the copyleft licence applicable to the free and open-source software and to disclose it together with the source code.

1.5 "**Embedded software**" means software that is integrated into hardware. Embedded software can be standard software or customised software.

1.6 "**Development services**" means contractual services in which the Contractor is to develop certain delivery items (e.g. software, service and app development, customising). Development services deliverables are generally customised software.

1.7 "**Free and open-source software**" (FOSS) means software that is licensed by the respective rights holders to anyone for comprehensive, – i.e. including for editing and distribution purposes (including in edited form) – and royalty-free use in compliance with the respective licence requirements (e.g. provision of licence information, disclosure of changes, provision of source code, etc.) and whose source code is available.

1.8 "**Customised software**" means software that has been specially programmed or developed for the Client or for Porsche Group companies. Customised software also includes software components of standard software that have been developed or programmed for the Client or for Porsche Group companies, for example as part of development services, customising or support and maintenance services.

1.9 "**Migration support**" means the service provided by a provider to help a customer switch over to another technical solution or to another provider. This includes the continued provision of the previous services under the same conditions during the transition.

1.10 "**Open content**" refers to copyright-protected content such as software, fonts, media, photographs and other materials that are published under licences that permit the free use, editing and redistribution of this content under certain conditions.

1.11 "**Maintenance services**" means contractual services where the Contractor undertakes maintenance and updating of software or hardware. Maintenance services include, in particular, the provision of updates, upgrades and new program versions.

1.12 "**Infringements of property rights**" means infringements of third-party rights including industrial property rights (e.g. patents) and corresponding applications, copyrights and legally protected trade secrets through the contractual services or their contractual or intended use.

1.13 "**Security test measures**" means measures intended to reveal IT security-related errors, vulnerabilities or security gaps. This includes, in particular, explorative, offensive test procedures or investigations (especially load, stress and penetration tests, analysis of hardware and software components used, decompiling/reverse engineering of software, removing or circumventing program protection devices) that are aimed at penetrating computer or network systems or analysing, testing or adapting hardware and software.

1.14 "**Standard software**" means software that has not been specially developed for the Client.

1.15 "**Support services**" means contractual services for which the Contractor undertakes user support. The Contractor will, for example, receive user enquiries as part of a call centre or helpdesk, respond to these and rectify any faults or errors.

2. SCOPE

2.1 If the Client agrees to the licence/user conditions of the Contractor or third parties, only the regulations governing the type and scope of the rights of use shall apply. Any additional provisions, in particular regarding taxes and invoicing, warranty, liability, applicable law and/or place of jurisdiction, shall not apply.

3. CONTRACTUAL SERVICES

3.1 The Contractor shall provide the contractual services to the agreed or generally customary quality and in accordance with the current technological state of the art and with the care customary in the industry, and in all cases with at least the care expected of a prudent businessperson, and shall continuously monitor and document this.

3.2 The Contractor shall ensure that all products and services supplied comply with current safety standards and will notify the Client of any essential safety measures. It will also notify the Client immediately of any known vulnerabilities and security incidents.

3.3 The Contractor shall comply with the Client's minimum requirements in the respective applicable version when providing the contractual services (available at: Minimum Requirements (sharepoint.com) or on request).

3.4 Contractual services may not contain any functions that enable the Contractor or third parties to collect, transmit, store or otherwise process personal data unless this is expressly agreed in the contract.

3.5 If the Contractor requires access to the Client's systems in order to provide the contractual services, this will only be permitted in compliance with the Client's minimum requirements and requires the Client's express prior consent.

3.6 The Client shall only be obliged to provide resources (hardware, software, premises, etc.) if this has been expressly agreed in writing.

3.7 If the contracting parties have also agreed that the Contractor shall supply the source code of the software, this shall be supplied together with the complete development documentation and the development tools, including for updates, upgrades or other new versions of the software supplied as part of maintenance services.

3.8 Once the Contractor has provided contractual services for a consecutive period of no less than six (6) months, it shall provide migration support at the Client's request. Additional remuneration at customary market rates may be requested for this support. However, the Contractor is under no obligation to provide this support if it is unreasonable for it to do so due to particular circumstances at the end of the contract.

3.9 The Contractor shall offer the Client maintenance and support services for its contractual services upon request on standard market terms.

4. FREE AND OPEN-SOURCE SOFTWARE (FOSS) AND OTHER OPEN CONTENT

4.1 If the Contractor intends to integrate FOSS into the products or services to be delivered, it undertakes to provide the following essential contractual services: The Contractor shall provide the Client with (i) comprehensive and accurate information about the specific FOSS, including the exact name, version, any associated licence and terms of use, the source of the software and any copyright or author notices, in accordance with the Client's established processes and the standard documents and tools provided for this purpose. Furthermore, (ii) the Contractor shall explain the reasons for the use of the above-mentioned FOSS. Finally, (iii) the Contractor warrants that a compatibility check between different FOSS components or licences has been carried out in order to ensure licence-compliant use within the scope of the delivery items. The Contractor must provide this information in a generally understandable format without being requested to do so.

4.2 FOSS may only be included in the delivery items if the Client agrees to this in writing in advance. This also applies if the respective FOSS licence conditions expressly permit the planned use of the FOSS in the delivery items.

4.3 When using FOSS, the Contractor shall design its use in such a way that the delivery items and/or software or systems are not encumbered by third-party rights or other obligations, in particular not by a copyleft effect. Furthermore, it may only be used in such a way that there is no conflict with a digital signature used or the Client's authenticated programming procedure and that authentication information, cryptographic keys or other information relating to the software used remain unaffected and, in particular, are not required to be disclosed to third parties.

4.4 Without prejudice to any other rights of the Client, the Contractor warrants to the Client that it will comply with the requirements of Section 4.3 and all requirements of the relevant licences for all FOSS used by it for delivery items, that the delivery items do not contain any other free and open-source software and that there is no infringement of copyright provisions beyond this.

4.5 Insofar as is required under the respective licence terms of FOSS, the Contractor accepts that it is an essential contractual obligation to hand over to the Client

the FOSS source code and any changes made to it no later than upon delivery of the delivery items.

4.6 If subcontractors are involved, they must similarly be bound in accordance with this Section 4.

4.7 If the Contractor breaches any of the obligations set out in this Section 4 or violates the provisions of the licence and usage terms of the FOSS used, it shall indemnify the Client and its related companies against any claims, damages, losses or costs caused thereby and shall defend them against third-party claims on demand by the Client. A breach of this Section 4 constitutes a material breach of contract.

4.8 The provisions of this section apply accordingly to the use of what is commonly referred to as open content.

5. RIGHTS OF USE AND INTELLECTUAL PROPERTY RIGHT APPLICATIONS

5.1 All results, in whatever form, arising from the use of the delivery items and work results from this contractual relationship are the property of the Client unless specifically provided for below. The Client shall be entitled to all present and future rights of use and exploitation without restriction, including the right to edit, translate, reproduce, distribute, publicly reproduce and make available to the public. The Contractor is not authorised to use these results beyond what is necessary for the contractual provision of services.

5.2 The Contractor shall acquire the rights of use/licences required for the contractual or intended use of the contractual services from the respective rights holders at its own expense, unless otherwise contractually agreed.

5.3 The Contractor shall notify the Client of all deliverables subject to protection and patent rights arising during the provision of the contractual services. In the case of inventions, the Client shall immediately assess whether it is interested in registering the invention and shall inform the Contractor no later than six (6) weeks after notification if it intends to register the invention ("Client Response Regarding Invention"). In this case, the Contractor shall do everything required and omit nothing to enable the Client to protect the invention and to be able to file corresponding property right applications in the Client's name. In this case, the Client undertakes to take on all rights and obligations associated with the utilisation of the invention, as well as any costs incurred as a result of the utilisation. If the Client does not utilise the invention in due time, the Client shall receive a non-exclusive right of use to the patentable delivery item free of charge, unlimited in terms of time, space and content. Save as expressly authorised or directed by the Client, the Contractor shall not disclose the invention to any other party unless: (a) the Client has informed the Contractor that it is not intending to register the invention; or (b) until the timeline for the Client Response Regarding Invention has passed and the Client and the Client has not informed the Contractor that it is intending to register the invention.

5.4 The Client reserves all rights, in particular property rights and copyrights, to all technical requirement profiles, illustrations, goods, means of production, digital data carriers, drawings, access/utilisation calculations, samples and other documents and operating resources made available to the Contractor by the Client; they may not be made accessible to third parties without the Client's express written consent, must be used exclusively for the provision of the contractual services and must be returned to the Client after completion of the contractual services without being requested to do so and any copies destroyed or deleted.

5.5 The Client is authorised to carry out security tests of the contractual services free of charge. The Contractor shall obtain the necessary consents from third parties if their rights could be impacted by the security tests.

5.6 All rights of use granted within the scope of these IT TCP may be exercised by third parties commissioned by the Client, provided that the exercise by the third parties commissioned by the Client takes place solely in fulfilment of the Client's order. In particular, the Client may commission third parties to carry out security test measures; these include, but are not limited to, IT security companies, IT security experts, providers of platforms/initiatives to identify security vulnerabilities (bug bounty programmes) and/or participants in bug bounty programmes.

5.7 All rights granted in these IT TCP are also available to Porsche Holding Group companies (see Section 1.1 TCP Part A).

6. DATA USAGE RIGHTS, DELETION AND DISCLOSURE

6.1 The Contractor is only authorised to use the Client's data to the extent that is necessary for the provision of the contractual services. The Contractor shall not assert any ownership or other rights to this data and, in particular, shall not use the Client's data for big data purposes, such as data collection, database creation or data analyses.

6.2 All data collected by the Contractor in providing the contractual services to the Client must be provided upon demand by the Client and at no additional cost in an electronic format customary in the industry or agreed in advance and must be updated at least daily. The data shall also be handed over to third parties named by the Client. The data so transmitted must be easy to reintegrate into the Client's system and transferable to other systems with reasonable effort. It must also be structured in such a way that it is clearly understandable for specialists. If a specific file format has been agreed, changes are only permitted with the Client's prior consent.

6.3 Unless expressly agreed otherwise, the Contractor must delete all data six months after termination of the contractual services without being requested to do so and confirm in writing that it has done so.

6.4 The Contractor may only delete data prior to this with the Client's written consent or after complete data transfer and acceptance.

6.5 The Contractor has no right of retention to the data.

7. SUPPORT IN EVIDENCE-GATHERING PROCEEDINGS

7.1 The Contractor shall support the Client to a reasonable extent by securing, compiling and releasing information and data, insofar as is necessary in the context of formal evidence proceedings and does not conflict with compelling reasons of data or confidentiality protection.

8. STANDARD SOFTWARE CONTRACT SERVICES

8.1 The Contractor shall provide the Client with standard software and associated documentation.

8.2 The Contractor shall provide the standard software in executable object code on standard data carriers.

8.3 The documentation, in particular for installation, use, operation or maintenance, shall be provided to the Client in German (for German-speaking locations) or English in printed or digital, printable form. The main obligation is provision of the documentation. The documentation must be adequate for the average user to be able to use the software without support from the Contractor. The operating manuals supplied must enable an IT specialist to install, operate and maintain the software.

9. STANDARD SOFTWARE LICENCE/USAGE RIGHTS

9.1 The Contractor shall grant the Client non-exclusive, irrevocable rights of use to standard software, which are unlimited in terms of territory and content, transferable within the Porsche Holding GmbH Group and sub-licensable (including in several stages) for all known and unknown types of use. The contracting parties shall agree on appropriate remuneration in the event that the rights are exercised for unknown types of use. The use includes in particular the duplication of the standard software provided for its contractual use, the storage including the necessary installation on computer systems, the loading, execution and processing of databases. The right of use includes, but is not limited to, the right to process and develop programs that run together with the standard software by third parties for the Client; this also applies to establishing interoperability with neighbouring systems and programs. Unless a time-limited transfer of the standard software has been expressly agreed, the rights of use shall be granted for an unlimited period. Transfer of ownership in the software is not associated with granting rights of use.

9.2 Content restrictions of the Client's rights of use to standard software, in particular with regard to the number of installations or the (named or simultaneously accessing) users, shall only apply to the direct use of the standard software, but not to the indirect use of the standard software by users who access other systems and/or programs used by the Client that interoperate with the standard software.

9.3 If the Contractor provides the Client with corrections, patches, updates, upgrades or new versions of the standard software or updated documentation as part of the rectification of defects, these shall also be subject to all provisions that the contracting parties have agreed for the most recently provided standard software, including the rights of use granted.

9.4 If special access tools, devices or special licences are required for the use of the standard software, the Contractor shall provide a sufficient quantity of these.

9.5 The Client is authorised to process the standard software, in particular to make changes, extensions or other modifications to the standard software, if the Client has allowed the Contractor two prior attempts to rectify the defect. The Client shall not be entitled to any rights of use or exploitation of its own to these adaptations beyond the scope of the contract. In addition, the Client is authorised to decompile the standard software within the limits of section 430 of the Copyright Act 2021, as amended. The Contractor shall provide the Client upon written request with all data and information required to establish interoperability with other hardware and software.

9.6 The Client may make and use copies of the standard software provided to the Client for backup and archiving purposes. If the Client has obtained the standard software by online download, the Client may copy it onto data carriers. The rights to the standard software are then exhausted in the same way as in the case of a purchase on a data carrier.

10. HARDWARE CONTRACT SERVICES

10.1 Hardware must be CE-certified and delivered in accordance with all applicable regulations in force.

10.2 The Contractor shall provide the Client with hardware with embedded software and/or operating software and the associated documentation. Insofar as the embedded software and/or operating software is standard software, Sections 8 and 9 shall apply accordingly; insofar as the embedded software and/or operating software is customised software, Sections 12 and 13 shall apply instead. These IT TCPs and Part A – General section of these TCPs shall apply exclusively to embedded software and operating software; if, by way of exception, the Client accepts the Contractor's licence/terms of use for the embedded software and operating software, Section 2.1 shall apply accordingly.

11. CLOUD SERVICES CONTRACT SERVICES

11.1 As part of the provision of cloud services, the Contractor undertakes to indemnify the Client in full against all third-party claims and associated costs that may arise due to legal or licence-related misconduct on the Contractor's part.

11.2 Unless otherwise contractually agreed, availability of the cloud services shall be 99.98% in relation to the calendar month.

11.3 The cloud service must correspond to the current technological state of the art.

11.4 Unless otherwise agreed, the Contractor must carry out daily data backups or enable the Client to do so. The data backups must fulfil the conditions in section 6. Unless expressly agreed otherwise, data backups must be deleted after six months.

11.5 Before the Contractor implements changes relevant to the Client (e.g. interfaces) to the Cloud Services, it shall provide the Client with the information required for the uninterrupted continuation of the contractual use of the Cloud Services in good time and in text form.

11.6 The Contractor shall only store and process data within Singapore, the EU or such countries as the Client may approve in writing and shall not change the place of storage and processing without the Client's written consent. This also applies to external backup servers and backup data centres that are used in the event of a failure of applications, software and/or infrastructure or in the event of a contractually described emergency.

12. CUSTOMISED SOFTWARE CONTRACT SERVICES

12.1 The Contractor shall provide the Client with customised software in object and source code with user documentation, programming documentation and the development tools required for processing the customised software.

12.2 The Contractor shall use code scanning tools to document the quality of the customised software and the current state of the art. The detailed code scanning documentation (scan result reports agreed with the Client) must be handed over with the respective contractual service.

12.3 The documentation shall be provided to the Client in German (for German-speaking locations) or English in printed or digital, printable form. The main obligation is delivery of documentation and development tools. The user documentation must be adequate to enable the average user to use the software without support from the Contractor. The operating manuals supplied must enable an IT specialist to install, operate and maintain the customised software.

12.4 The Contractor shall install, integrate and configure the customised software and hand it over and transfer it to the Client ready for operation.

12.5 All contractual services regulated in this Section 12 and the granting of the rights of use regulated in Section 13 are covered by the remuneration stated in the contract.

12.6 If the contractual service includes standard software that neither originates from the Contractor nor is provided by the Client, the Contractor shall procure the standard software and make it available to the Client, unless otherwise agreed.

12.7 If the Client incurs costs due to defective contractual services which can only be claimed if the Contractor is at fault, the Contractor shall be responsible for the fault of third parties to the same extent as for its own fault.

12.8 The Contractor shall regularly inform the Client about the progress of the service provision.

12.9 The Contractor and its deployed personnel are required to be particularly qualified for the contractual service and have sufficient experience with comparable services. The Client may demand proof of this and, in the absence thereof, demand a replacement of the project manager or deployed employees.

13. INDIVIDUAL SOFTWARE OWNERSHIP, LICENCE AND USAGE RIGHTS

13.1 Ownership of all results and interim results from the Contractor arising in the course of the development of customised software, including source code, test and development reports, suggestions, ideas, drafts, designs, proposals, samples, models, drawings, CAD data sets, service descriptions, documentation, programs, software including tools created for this purpose, customising services of existing standard software and other service results (hereinafter collectively referred to as "work results") shall pass to the Client at the time of creation and, insofar as embodied objects are concerned, upon handover of these objects.

13.2 In all other respects, the Client shall receive the exclusive, compensated, irrevocable, transferable and sub-licensable right of use to these work results upon their creation, and no later than upon their handover, which is unlimited in terms of time, place and subject matter, as already regulated in Section 5.1.

13.3 Any sub-licences or rights of use granted shall remain unaffected by a withdrawal from or termination of the contract.

14. DEVELOPMENT SERVICES CONTRACT SERVICES

14.1 The Contractor shall provide the development services properly and in accordance with the current technological state of the art, including current programming standards. In doing so, it shall comply with the Client's currently applicable (quality) standards and working methods, which have been brought to the Contractor's attention.

14.2 The Contractor shall carefully select the employees deployed to ensure that they have the personal aptitude and expertise for the activities assigned to them throughout the entire duration of the development, so as to provide the development services to the agreed quality.

14.3 The Contractor assumes the main obligation to document the development services provided in a comprehensible technical manner and to inform the Client regularly and on demand about the status of the development services. The Client may at any time request the results to be submitted at a draft stage and as an interim status.

14.4 The Contractor and the Client shall appoint contact people for all information to be exchanged. Coordination meetings are held at regular intervals between the contracting parties' contact people to discuss the content and implementation of the development services and to exchange all information necessary for fulfilment of the contract. The contact person appointed by the Contractor shall be ultimately responsible for planning, coordinating and monitoring the provision of the development services.

15. DEVELOPMENT SERVICES ACCEPTANCE

15.1 The Contractor shall notify the Client in writing that the development services are ready for acceptance. The contractual partners shall then agree on the time and place of acceptance of the development services. An acceptance test shall be carried out for at least ten (10) consecutive working days under simulated and/or real operating conditions, unless the Client waives this requirement in writing in individual cases. The Client shall determine the exact parameters and, in particular, the period of this acceptance test in consultation with the Contractor. The Client may also carry out the acceptance test itself, but may also require the Contractor to carry out the acceptance test in the Client's presence. In this context, the Client is entitled to check the fulfilment of the requirements described in the contract using code scanning tools or to have them checked by the Contractor. Any defects occurring during the acceptance test shall be recorded by the Contractor and sent in writing to the Client, who must approve it.

15.2 If there are no defects or only insignificant defects, the Client shall declare acceptance in writing within ten (10) working days of receipt of the development services in the case of acceptance without an acceptance test, and within fifteen (15) working days of completion of the acceptance test in the case of acceptance with an acceptance test, unless a longer period is mutually agreed. The acceptance of partial services does not restrict the Client from asserting defects in partial services that have already been accepted during the overall acceptance, insofar as such defects only become apparent through the interaction of system parts.

15.3 The Contractor shall immediately remedy any defects that prevent acceptance and resubmit its development services for acceptance. The above provisions shall apply accordingly to a renewed acceptance.

15.4 Payments by the Client are not to be construed as meaning that the contractual services have been accepted or that acceptance has been waived.

16. DEVELOPMENT SERVICES OWNERSHIP, LICENCE AND USAGE RIGHTS

16.1 The Contractor shall grant the Client all proprietary rights to development services or, if this is not possible under applicable law, exclusive, transferable, irrevocable, sub-licensable rights to use them without restriction in terms of time, place and content with regard to any type of use, including the right to edit, translate, decompile, otherwise modify, reproduce, distribute, publicly communicate and make them available to the public.

17. DEVELOPMENT SERVICES CANCELLATION, TERMINATION

17.1 Rights of use granted and the transfer and/or surrender of all work results created to date shall remain unaffected by cancellation or termination. In the event of cancellation or termination, the Contractor shall be entitled to compensation for necessary expenditure already incurred, unless the Contractor is responsible for the cancellation or termination.

18. AGILE DEVELOPMENT SERVICES CONTRACT SERVICES

18.1 The Contractor undertakes to document the agile development services provided in a traceable technical manner and to grant the Client access to the current documents describing the development progress at any time within the framework of the selected agile development method.

19. AGILE DEVELOPMENT SERVICES ACCEPTANCE

19.1 Agile development services are always subject to an overall acceptance after project completion (final acceptance), to which the provisions of Section 15 apply accordingly. However, parts of the service, concepts, developments, specifications or milestones are regularly confirmed as part of agile development to the extent that the relevant service sections are tested and defects are logged after completion as part of the selected agile development method. This confirmation shall be deemed neither as acceptance nor as partial acceptance, but merely contains a release of the relevant service section, following which the Contractor shall continue to provide the service to the agreed extent and the remuneration for the service section shall be released.

19.2 The Contractor must prove as part of the respective confirmations for individual service sections and the final acceptance test that the individual service sections and the overall service fulfil all requirements and acceptance criteria defined in advance for the service section or the overall service under conditions similar to those in productive operation. In particular, functions that can only be tested by integrating the respective service sections into the current development status or the overall integration of the contractual services, as well as the performance

of the individual service sections and the overall system, are tested. Acceptance tests do not constitute productive use of the contractual services.

19.3 In all other respects, the provisions of Sections 14 to 16 shall apply accordingly to Agile Development Services, unless otherwise stipulated in this section.

20. MAINTENANCE AND SUPPORT SERVICES CONTRACTUAL SERVICES

20.1 The Contractor shall rectify errors and faults within the scope of support services within the agreed times, but in any case, within a reasonable period of time with regard to the risks and effects of the errors and faults.

20.2 If maintenance services have been agreed, the Contractor shall continuously develop the delivery item and provide the Client with patches, updates, upgrades and new program versions.

20.3 Sections 8 and 9 shall apply accordingly insofar as all patches, updates, upgrades or new program versions of standard software are concerned; Sections 12 and 13 shall apply instead insofar as individual software is concerned.

21. TC SERVICES CONTRACT SERVICES

21.1 The Contractor shall comply with the relevant telecommunications regulations when providing telecommunications services and, in particular, observe telecommunications secrecy. The Contractor shall obligate its employees and vicarious agents who are involved in the provision of telecommunications services to comply with telecommunications secrecy.

21.2 Insofar as the Client is to be regarded as a telecommunications service provider from a telecommunications law perspective or as a responsible party in other respects, the Contractor shall provide its telecommunications services in such a way that the Client can fully fulfil its obligations under telecommunications law. In particular, the Contractor shall take into account any reporting and emergency call and customer and data protection obligations of the Client under telecommunications law.

22. AI SYSTEMS CONTRACTUAL SERVICES

22.1 Insofar as the subject matter of the Contractor's contractual services involves the use, development, or operation of AI systems, the contractor is obligated to ensure that its personnel and other persons involved in the operation, development, and use of AI systems on behalf of the Contractor acquire a sufficient level of AI competence within the meaning of Art. 4 of the EU AI Regulation 2024/1689 (as may be amended from time to time) ("AI Regulation"). This obligation includes, in particular, the provision of technical, legal, and ethical knowledge, as well as risk awareness and practical application skills relating to AI systems.

22.2 The Contractor is also obliged to provide the Client, upon request, with proof of training of its personnel in accordance with Art. 4 AI Regulation (e.g., information on the type and content of the training, time and frequency) within 5 days. The Contractor shall indemnify and hold the Client harmless against any claims by third parties arising from a lack of training of its personnel.

23. STANDARDISED NON-HIGH-RISK AI SYSTEMS CONTRACTUAL PERFORMANCE

23.1 If the delivery items or online services, without which the delivery items could not fulfil one of their functions, contain AI systems within the meaning of Art. 4 No. 1 AI Regulation that were not developed specifically for the client, the Contractor is obligated to ensure that these are not high-risk AI systems within the meaning of the AI Regulation. Any changes that could affect the risk profile of the system must be reported to the Client immediately.

23.2 The Contractor shall ensure that all obligations incumbent on a provider pursuant to Art. 50 AI Regulation are fulfilled. Furthermore, the Contractor shall ensure that the implementation of reasonable technical measures in the AI system or the delivery items facilitates the fulfilment of the obligations incumbent on an operator pursuant to Art. 50 AI Regulation.

23.3 Insofar as the Client has obligations as an operator pursuant to Art. 50 AI Regulation, the Contractor shall inform the client of this separately and support the client in fulfilling these obligations by taking appropriate technical and documentary measures.

23.4 Upon request, the Contractor shall provide the Client with any information necessary for the legal assessment, legally compliant use, and appropriate documentation of the AI system and the resulting processing of personal data. In particular, the Contractor shall provide all information about the AI system necessary for carrying out a data protection impact assessment.

23.5 The Contractor shall provide the client with operating instructions for the AI system, which shall document in particular the purpose of the AI system within the meaning of Art. 3 No. 12 AI Regulation, the functionalities of the AI system, its limitations, known risks, and proper use.

24. DEVELOPMENT SERVICES FOR NON-HIGH-RISK AI SYSTEMS CONTRACTUAL SERVICES

24.1 If the Contractor is commissioned by the Client to develop an AI system within the meaning of Art. 4 No. 1 AI Regulation that is not classified as a high-risk AI system within the meaning of Art. 6 AI Regulation, it shall take appropriate measures to ensure that the developed system does not fall or cannot fall within the scope of high-risk AI systems even after completion of development.

24.2 The Contractor shall document the risk assessment of the developed AI system and provide this to the Client together with a description of the training, validation, and test data, models, evaluation methods, and any restrictions used.

24.3 The Contractor undertakes to inform the Client immediately if, in the course of development or subsequently, there are indications that the system could be classified as a high-risk AI system within the meaning of Art. 6 AI Regulation.

24.4 The Contractor shall ensure that the AI system developed is designed in such a way that it enables the Client to comply with the operator obligations under Art. 50 AI Regulation and shall provide the Client, upon request, with all necessary information and assistance without charging a separate fee, so that the client can fulfil its obligations under the AI Regulation.

24.5 The Contractor shall provide the Client with operating instructions that comply with the requirements of Art. 13 AI Regulation, which in particular document the intended purpose, functionalities, limitations, known risks, and proper use of the AI system.

25. INDIVIDUAL SOFTWARE FOR NON-HIGH-RISK AI SYSTEMS CONTRACTUAL SERVICES

25.1 If the Contractor is commissioned by the Client to develop an AI system within the meaning of Art. 4 No. 1 AI Regulation that is not classified as a high-risk AI system within the meaning of Art. 6 AI Regulation, it shall take appropriate measures to ensure that the developed system does not fall or cannot fall within the scope of high-risk AI systems even after completion of development.

25.2 The Contractor shall document the risk assessment of the developed AI system and provide this to the Client together with a description of the training, validation, and test data, models, evaluation methods, and any restrictions used.

25.3 The Contractor undertakes to inform the Client immediately if, in the course of development or subsequently, there are indications that the system could be classified as a high-risk AI system within the meaning of Art. 6 AI Regulation.

25.4 The Contractor shall ensure that the AI system developed is designed in such a way that it enables the Client to comply with the operator obligations under Art. 50 AI Regulation and shall provide the Client, upon request, with all necessary information and assistance without charging a separate fee, so that the client can fulfil its obligations under the AI Regulation.

25.5 The Contractor shall provide the client with operating instructions that comply with the requirements of Art. 13 AI Regulation, which in particular document the intended purpose, functionalities, limitations, known risks, and proper use of the AI system.

26. STANDARD SOFTWARE FOR NON-HIGH-RISK AI SYSTEMS CONTRACTUAL PERFORMANCE

26.1 If the Contractor delivers a pre-developed high-risk AI system in accordance with Art. 6 AI Regulation, it guarantees the fulfilment of its obligations under the AI Regulation.

26.2 The Contractor shall provide the Client with all information and documents necessary for the client to fulfil its obligations as an operator in accordance with Art. 29 ff. and Art. 50 AI Regulation.

26.3 The Contractor undertakes to support the Client in carrying out a data protection impact assessment in accordance with Art. 35 GDPR, provided that the AI system processes personal data.

26.4 Any changes to the delivered high-risk AI system that could affect the risk profile or compliance must be reported to the client immediately. The contractor must ensure that the requirements of Art. 16 ff. AI Regulation continue to be met even after changes have been made.