

# General Terms and Conditions (GTC) of the thyssenkrupp Group for IT consulting and the purchase or lease of standard software and standard hardware

## I. Definitions

The terms written in capital letters shall have the meaning provided directly following the term or defined elsewhere in this GTC:

**Access Software** to software, which is necessary in order to fully or partly access the STANDARDSERVICE. If not agreed upon differently, a commonly used web browser is agreed to be sufficient for accessing the STANDARDSERVICE.

**Application Data** refers to all data stored, processed or generated within the STANDARD Service or the STANDARD SOFTWARE in connection with its use by or on behalf of the Customer or the User.

**Business Hours** refers to the period between 8:00 a.m. and 8:00 p.m. (in the time zone at the location of the Customer) on WORKING DAYS unless expressly agreed otherwise in the order.

**Confidential Information** shall include all information that is not public knowledge, whose confidentiality results from (i) its nature or (ii) the circumstances of its treatment (e.g. the information is protected against third-party access through locked storage; encryption; restricted access rights)), whether or not the information is designated or identified explicitly as 'internal/confidential/strictly confidential', and irrespective of format (verbal, in writing or in text form) or whether the information is connected with non-confidential information. All information generated by the use of the SOFTWARE shall be CONFIDENTIAL INFORMATION in the meaning of this agreement. This shall not include information if and to the extent that (a) prior to the disclosure by the Customer was already public knowledge or (b) becomes public knowledge later without the Supplier being responsible for this or (c) has been disclosed to the Supplier or will be disclosed later legally by an authorized third party without imposition of a confidentiality obligation or (d) has been developed independently from the CONFIDENTIAL INFORMATION by the Supplier. Should the Supplier claim one of the aforementioned circumstances, he bears the burden of proof.

**Documentation** refers to the technical description of the STANDARDHARDWARE, STANDARDSOFTWARE or STANDARDSERVICE (e.g. process and interface descriptions) and assistance with its application (e.g. user manual and other user instructions) independent of the form of their materialization (e.g. accompanying materials on paper or online help). The DOCUMENTATION must be written in English and - insofar as it is addressed to end user - also in the national language of the end user and must be easily comprehensible for the intended user and enable him to use the deliveries/services as agreed.

**Industrial Property Rights** are, irrespective of a registration, any copyrights, patents (including all international equivalents), utility models, trademarks, designs, database rights, semiconductor property rights, rights relating to proprietary information as well as all comparable similar rights in any jurisdiction. This includes all national and international registrations, partial registrations, continuations, partial continuations, re-grantings, verifications, patent extensions, or respective applications.

**Information Security** refers to the totality of measures and requirements to protect the confidentiality, availability, authenticity and integrity of CONFIDENTIAL INFORMATION as well as the protection of electronically stored information and its processing and transmission electronically.

**Malicious Code** is software that triggers functions that are or may be undesirable or destructive in relation to other software, hardware, items, services, performance results, processes or data. This includes in particular viruses, worms, Trojan horses and spyware.

**Security Incident** refers to any event or irregularity that may affect the integrity and/or security of the IT systems, networks, CONFIDENTIAL INFORMATION or personal data of the TK-GROUP, including the presence of MALICIOUS CODE.

**Standard Service** refers to software developed for a majority of clients on the market and not specifically for the Customer whose use is offered via online access (e.g. Software as a Service).

**Standard Software** refers to software developed for a majority of clients on the market and not specifically for the Customer.

**Text form** means a legible declaration made on a durable medium in which the person making the declaration is named and the conclusion of which is identified (e.g. by an complimentary closing or by the note 'this letter was recorded automatically and does not require a signature'). Examples: e-mail, fax.

**tk-Group** refers to thyssenkrupp AG and all companies affiliated with it according to articles 15 et seq. of the German Stock Corporation Act (AktG) or comparable regulations of other national legal systems. The TK-GROUP is subject to changes through acquisitions or sale of companies. For information purposes, the respective current listing of the TK-GROUP companies can be found on the official thyssenkrupp website. At the request of thyssenkrupp, further associated companies and group-related institutions can be defined as companies of the TK-GROUP.

**User** refers to personnel (employees or freelancer) and/or devices (e.g. servers, clients, cores) of the TK-GROUP and third parties using the deliveries or service results for a company of the TK-GROUP for the contractual use unless expressly agreed otherwise in the order.

**Working Day(s)** are all days from Monday to Friday, with the exception of public holidays at the registered office of the Customer.

**Written Form, in writing** means paper form with handwritten name signature. The written form requirement shall also be met by the PARTIES executing their signatures at least by electronic signature within the meaning of section 3 number 10 of the European eIDAS Regulation (i.e. data in electronic form which is attached to or logically associated with other data in electronic form in which is used by the signatory to sign); e.g. DocuSign. Telecommunicative transmissions, such as e-mails or faxes, do not satisfy the written form within the meaning of this contract.

## II. Conclusion of the Contract, Contractual Basis and Hierarchy

1. The Contract shall be concluded with the Customer's order (declaration of acceptance). The order must have been generated with an ERP system (e.g. SAP, Oracle) and either be submitted in WRITING or in TEXT FORM by a person holding the role of the purchase department.
2. Should a Customer's order show a maximum remuneration amount without purchase commitment, it shall be of a framework contract nature. In this case, the Customer shall be entitled to commission successive deliveries and services under the order up to the maximum amount via individual calls ('Abruf'). Service and payment obligations shall only be substantiated to the extent individual calls are placed under the order. Individual calls shall only be effective if they have been placed by the person/department stated on the (ERP-) order at least in text form and referring to the (ERP-) order.
3. The terms of the rendering of services by the Supplier shall be regulated conclusively in this GTC's as well as additional terms and conditions expressly referred to in Customer's order. Other General Terms and Conditions shall not apply. This shall also apply if reference is made to such General Terms and Conditions in an order confirmation, order, order acceptance or otherwise and the Customer does not expressly object thereto. Oral additional agreements have not been made. If other General Terms and Conditions than these GTC are referred to in the order, these shall only be included in the order to the extent that they describe the services of the Supplier (e.g. services within the scope of the maintenance of STANDARD SOFTWARE, services during the use of a STANDARD SERVICE, definition of service level, incident categories, reaction times, process in the event of incident reports). With regard to rights of use/licenses, Section IX No. 2 shall apply. Insofar as the aforementioned other General Terms and Conditions contradict these GTC; they shall not apply.

4. Deviations from this GTC's at the expense of the Customer may only be agreed in Customer's ERP-order to the extent that express reference is made in the order to the clause of the GTC, which is to be deviated from. Insofar, the deviating agreement in the order shall then precede the respective provision in the GTC's. In the event of contradictions, the documents referred to in an order shall have the following order of precedence:
  - GTC (this document)
  - Additional terms and conditions to these GTC (where relevant)
  - Text of the Customer's ERP-order
  - Annexes and Appendices to the order, with the more specific regulation taking precedence
  - Individual calls under an order
  - Other General Terms and Conditions expressly referred to in Customer's orderMandatory statutory provisions remain unaffected in any case.
5. Changes and additions to the contract concluded by the order shall require at least the same form as the order.
6. Documents used by the Supplier in business transactions with the Customer must at least show: Order number, commission number, plant, receiving point, complete article text/object designation, quantities and units of quantity as well as VAT ID number (for imports from the EU).
7. References to laws, orders, decrees or other legal provisions shall always refer to the amended version.
8. Where these GTC contain a German term as a translation for an English term, the German term shall be binding for the interpretation of these GTC.

## III. Scope of delivery/service

1. The services or deliveries to be rendered by the Supplier shall be described in the order and its annexes.
2. STANDARD SOFTWARE shall be delivered on a commercially available data carrier or made available for download in compiled code (i.e. code executable in the software/hardware environment in which the STANDARD SOFTWARE is to be operated).
3. The scope of delivery of STANDARD SOFTWARE/performance of STANDARD SERVICES includes the license keys, installation sources, access data, interfaces, ACCESS SOFTWARE (insofar as it comprises more than a standard browser) and DOCUMENTATION required for its use as well as all information required by the Customer to automatically determine the scope of use (including the software versions used) using standard tools and procedures (identification feature, e.g. signature).
4. If, according to the order, the Supplier is commissioned with the first commissioning of the STANDARD SOFTWARE, he shall owe all necessary work, in particular the installation and integration of the STANDARD SOFTWARE. After successful completion of all work, the Supplier shall notify the Customer that the STANDARD SOFTWARE is ready for operation. If, however, the Customer is responsible for the first commissioning of the STANDARD SOFTWARE, the Supplier shall be obliged, without separate remuneration, to support the Customer to an appropriate extent, e.g. by providing information and/or appropriate telephone assistance for the installation and integration of the STANDARD SOFTWARE (i.e. integration into the Customer's IT system).
5. If, according to the order, the Supplier is commissioned with the migration of data into the STANDARD SOFTWARE or into the STANDARD SERVICE, he shall owe all work required for the use of the data, including any necessary conversion of the data into new formats. The data must be transferred in a format that can be used with standard tools available on the market.
6. If the Supplier is commissioned with training services, the following shall apply in the absence of expressly deviating regulations in the order: Training services shall be provided in English and/or the national language of the respective training participants. The Supplier shall prepare and hand over documentation for each training course. The Customer may postpone agreed training dates at any time.
7. Insofar as the Supplier owes not only the pure delivery/provision of STANDARD SOFTWARE or STANDARD HARDWARE, the following shall apply in the absence of expressly deviating provisions in the order: The Supplier shall inform the Customer weekly in TEXTFORM, unsolicited and without separate remuneration, about the status of the performance and all developments, which could impair his contractual performance. The reports must contain at least a target/actual comparison of the services provided the calculated and incurred costs as well as the cooperation services provided by the Customer and the next steps. The reports must be comprehensible and sufficiently detailed in order to provide the Customer with an accurate picture of the services actually rendered. If required, the Customer may provide the Supplier with further or deviating specifications regarding the report format. In addition, the Supplier is available at any time to discuss the current state of affairs and the steps to be taken.
8. If the Supplier owes a STANDARD SERVICE, he shall provide all services required for the operation of the STANDARD SERVICE during the agreed period of use. The parties shall regulate the details in corresponding additional terms and conditions. In addition, within 5 WORKING DAYS of termination or request, he shall make available to the Customer a copy of the APPLICATION DATA as stored in the STANDARD SERVICE at the respective point in time. Otherwise, Section XX (Exit Services), Clause 2 shall apply.
9. If the Supplier owes the temporary provision of STANDARD SOFTWARE, he shall provide all services required for the maintenance of the STANDARD SOFTWARE during the agreed period of use. The parties shall regulate details in corresponding additional terms and conditions. If, on the other hand, the Supplier owes the provision of STANDARD SOFTWARE for an indefinite period, he shall only owe these services if the Customer orders software maintenance.
10. The Supplier is obliged to update the DOCUMENTATION as required, e.g. if optimizations of the STANDARD SOFTWARE or the STANDARD SERVICE are available (i.e. any changes or additions to improve functionality or usability, including new versions, releases, updates, upgrades and patches).
11. In the event that STANDARD SOFTWARE is made available for a limited period of time or a STANDARD SERVICE is provided, the Supplier shall be obliged to provide the Customer with a report on the total number of copies of the software made available respectively licensed USER including an assignment to the underlying orders on the first delivery or provision of the STANDARD SOFTWARE or STANDARD SERVICE and subsequently unsolicited twice a year - in each case by 31 March and 30 September. The report must be sufficiently detailed to provide the Customer with proper license management. Acceptance of the supplied data does not constitute an implicit assumption on the part of the Customer with regard to the correctness and completeness of the data.

## IV. Laws and Standards to be observed

1. The Supplier shall perform the services/deliveries according to the relevant statutory regulations and the relevant export control provisions in their respective applicable version, according to the state of technology ('Stand der Technik') and in accordance with current quality and market standards (e.g. compliance with ISO 27001 in terms of information security and operation of an ISMS (Information Security Management System)). Without separate remuneration, the Supplier shall in particular:
  - obtain all regulatory approvals, certificates, (technical) access rights, etc. required for the provision of the services and the agreed use of the deliveries;
  - only use data centres certified according to ISO 20000 (ITIL v3) and ISO 27001 or comparable standards for the provision of services and processing of CONFIDENTIAL INFORMATION;
  - continuously examine all IT systems, electronic devices (e.g. laptops, tablets), data carriers as well as software or (cloud) services (e.g. software / (cloud) services for communication and collaboration such as e-mail programs, platforms for exchanging documents) used in connection with the provision of services for MALICIOUS CODE using current testing and analysis procedures and test that these run reliably and perform the desired functions properly. The same applies to the deliveries before they are handed over or made available to the Customer. If malicious code is detected, the respective IT-

systems, Software respectively (Cloud-) services, electronic devices, data carriers and PROJECT RESULTS shall not be used and/or provided to the Customer. If the Supplier detects malicious code at the facility of the Customer, it shall notify the Customer immediately;

- implement and maintain respectively suitable (e.g. technical or organizational) and state of the art safety procedures in order to achieve the best protection possible against MALICIOUS CODE and to minimize possible security risks and protect data and information of the TK-GROUP in the best possible way. These safety procedures especially include (i) processes for the control, monitoring, documentation and regular checking of the safety procedures and (ii) updating of safety procedures according to the development and improvement of the state of the art in the area of INFORMATION SECURITY;
- ensure for his area of responsibility that only authorized personnel have access to the data processing facilities and premises where CONFIDENTIAL INFORMATION is processed;
- (where the Supplier is to receive access to the IT systems of the Customer): agree on a process with the Customer regarding the approval, documentation and monitoring of (remote) access. It shall only be permitted for remote access to be performed on a personalized and time-limited basis, and it shall not be permitted to violate data protection standards or entail other disadvantages for the Customer, e.g. regarding compliance with relevant response and troubleshooting times. Software may only be installed by the Supplier after previous consultation with the Customer;
- if violations are suspected regarding the safety procedures taken or other security incidents (i) notify the Customer immediately in TEXT FORM and, on its request, present a complete documentation of the security incident, (ii) initiate all required steps and support the Customer on request regarding the minimization and correction of the effects caused by the violation or security incident and (iii) initiate a comprehensive and documented investigation of the backgrounds and causes and implement required, suitable and appropriate steps and measures to minimize respective security risks to the greatest extent possible in the future and verify this to the Customer in a satisfactory manner. On request of the Customer, the obligations of the Supplier listed under (i) and (iii) shall especially include the monitoring (real-time or near real-time) of the effects of the security incident and the reprocessing and transfer of relevant data (e.g. log-in or activity data, images of the systems concerned) for their own forensic treatment by the Customer, another company of the TK-GROUP or a third party commissioned by the customer or the TK-GROUP company. The obligations listed under (ii) shall especially include a designation of qualified contact persons of the Supplier (e.g. of the Computer Emergency Response Team (CERT) of the Supplier) and their cooperation with the contact persons (possibly the CERT) of the Customer or third parties appointed by it.

2. STANDARD SOFTWARE and STANDARD SERVICE owed by the Supplier must be user-friendly and must in particular satisfy the following requirements:

- Complete validation of all input and output data;
- Suppression of any possibility of code being used in input fields;
- Access to the program code, the program specifications, transaction diagrams and other sensitive areas is protected;
- No transmission of information regarding use or fault diagnosis without consent from the Customer to the Supplier or third parties at least in TEXT FORM.

3. If the Supplier owes the provision of a STANDARD SERVICE, the following shall also apply: The IT systems operated by the Supplier for the provision of the STANDARD SERVICE shall be classified by the Customer based on the following security levels (SL). Each security level also covers the requirements of the respective subordinate levels. The Supplier must inquire about the classification from the Customer before using STANDARD SERVICE. IT systems are to be treated as SL 2 unless the Customer expressly deviates from that classification:

| Security Level (SL)               | Description   |
|-----------------------------------|---|
| 1 - Standard                      | Protection from everyday threats  |
| 2 - Secured                       | Protection against minor or intentional violations through the use of standard tools  |
| 3 - Highly Secured                | Protection against intentional violations with sophisticated means and specialized tools and moderate motivation                    |
| 4 - Secured to the maximum extent | Protection against intentional violations with targeted means and tailor-made tools, high motivation and expertise of the attackers |

In addition, the Supplier shall without separate remuneration:

- provide the Customer with the results of regular evaluations or audits of the relevant services, applications and the underlying infrastructure at the request of the Customer. Essential audits must be carried out by an accredited auditor;
  - encrypt each data transmission in the STANDARD SERVICE: store all data processed in an IT system classified SL 2 - SL 4 in encrypted form; encrypt each data processing in an IT system classified SL 4 (where technically possible). In particular, the Supplier is obliged to encrypt the data using current encryption techniques (state of the art) and in accordance with the Customer's specifications (if available). Encryption keys may not be disclosed to third parties. If the Supplier is required by authorities or courts to disclose encryption keys, Section XV (Confidentiality) Clause 9 shall apply;
  - grant exclusively to the Customer the right to manage the USERS of the STANDARD SERVICE;
  - separate the CONFIDENTIAL INFORMATION that is processed within the STANDARD SERVICE from the data of other customers by means of logical separation (by an appropriate authorization concept); i.e. the STANDARD SERVICE is multi-client capable. Within SL 4 systems, CONFIDENTIAL INFORMATION must be stored on separate hardware (physical separation of data from other customers);
  - record any processing of CONFIDENTIAL INFORMATION, set up all log collectors used according to the Customer's requirements, keep all logs for at least three months and make them available to the Customer within one week upon request;
  - store the APPLICATION DATA and back it up in such a way that (i) third parties do not gain unauthorized access and (ii) all APPLICATION DATA and associated backups can be made available to the Customer without undue delay and with reasonable effort;
  - ensure that the ACCESS SOFTWARE does not grant the Supplier or third parties access to the Customer's data processing equipment, unless such access is necessary for the proper performance of the STANDARD SERVICE or other services owed under this Agreement. Such access must be approved and coordinated between the parties at least in TEXT FORM before it is granted.
4. At the Customer's request, further requirements may have to be complied with, which shall be specified in the individual case in the order or its annexes.
5. If the Supplier works on the premises of the Customer, it shall observe and comply with any special requirements applying there (especially the mandatory statutory provisions as well as the relevant regulations and guidelines of authorities, Employers' Liability Insurance Associations, professional associations and of the Customer, e.g. regarding occupational safety, health protection and accident prevention or other particularities in the fixed establishments of the Customer). Where the Customer provides the Supplier with software or electronic devices for the rendering of services/deliveries (e.g. laptops, mobile telephones), the Supplier shall not be permitted to modify, deactivate or circumvent security settings, protection mechanisms, filters etc.
6. The Supplier undertakes to comply with the thyssenkrupp Supplier Code of Conduct and shall oblige its subcontractors accordingly.

V. Collaboration and Governance

Insofar as the contractor owes not only the pure delivery/provision of standard products, the following shall apply unless otherwise expressly regulated in Customer's order:

1. The Customer shall not issue any instructions ('Weisungen') to the employees assigned by the Supplier (i.e. employees and freelancers of the Supplier or its subcontractors). The Supplier as the employer shall be solely entitled to execute the right to give instructions ('Weisungsrecht') towards its employees (these and other collective terms include the masculine as well as the feminine form).
2. The Supplier shall be responsible to provide the material and human resources required and appropriate for the provision of the services/deliveries at its own charge.
3. The Customer and the Contractor shall each immediately designate a central contact person who is responsible for monitoring the proper execution of the contract and all related matters. All declarations and technical instructions required during the execution of the contract with regard to the services/deliveries to be rendered shall be addressed by the contact person of one party to the contact person of the other party. Unless otherwise stipulated in the order, the contact persons shall hold weekly status meetings by telephone or in person.
4. Should there be a dispute between the parties; each party is obliged to initiate an escalation procedure for clarification purposes via the contact persons of the parties. The contact persons shall endeavour to settle the dispute within two (2) weeks. If a solution is found, it must at least be recorded in TEXTFORM. The initiation of legal steps is only permissible after the failure, i.e. the unsuccessful conclusion of the escalation procedure.

VI. Customer's duties to cooperate

1. The Customer's obligations to cooperate shall be conclusively agreed upon in the order. The Customer shall not be obliged to fulfil any further obligations to cooperate or to provide goods and services.
2. The Supplier shall notify the Customer of the relevant assistance obligation without undue delay ('unverzüglich') as soon as the Supplier has reasonable doubts that the Customer will meet these as contractually agreed. If the Customer, although notified correctly, does not provide assistance on time, the Supplier shall set the Customer an extra time limit ('Nachfrist') in TEXT FORM within which the Customer has to provide the assistance.
3. Where the Customer, despite having received a grace period according to the aforementioned paragraph, does not duly provide or fails to provide the assistance, the Supplier will not be held responsible for any resulting impairments of the project caused thereby to the extent the impairment was caused (i) by the Customer's failure to assist and (ii) not by any contributory negligence ('Mitverschulden') of the Supplier.
4. The Supplier will have no further rights and claims against the Customer because of Customer's failure to assist.

VII. Personnel assigned by the Supplier

Insofar as the Supplier owes not only the pure delivery/(temporary) provision of standard products, the following shall apply:

1. The contract concluded by the order shall not constitute a (temporary) employment relationship ('Leih-) Arbeitsverhältnis'), rather the Supplier acts as an independent contractor, which he will prove to the Customer on request (e.g. by presenting a business license ('Gewerbebescheinigung') or by means of the execution of a procedure on the personal status ('Statusfeststellungsverfahren'). The personnel assigned by the Supplier (i.e. employees and freelancer of the Supplier or its subcontractors) shall not be integrated ('eingegliedert') into the Customer's business operation. The Supplier shall ensure by appropriate means that its PERSONNEL are always recognisable as external resources (e.g. by respective nameplates, marking of premises, external telephone numbers and appropriate references in the email signatures). Depending on the services owned necessary, the Supplier shall provide work equipment, wherever possible.
2. In principle, the Supplier is free in the selection of his PERSONNEL for the provision of the services. However, the PERSONNEL deployed by the Supplier for the provision of the services must be suitably experienced and competent to perform the tasks falling within their respective responsibilities, must have all required residence and work permits and need to be remunerated in accordance with the regulations of the German Minimum Wage Law ('Mindestlohngesetz (MiLoG)'). The Supplier must not deploy PERSONNEL with a criminal record due to the disclosure of business and trade secrets, one of the offences listed in articles 202 - 202d of the German Criminal Penal Code (StGB), an offence against property, insolvency offences, forgery of banknotes or postage stamps or violation of data protection provisions or with a well-founded suspicion of having committed such an offence.
3. The Customer shall be entitled to request respective proof from the Supplier. The proof of no previous criminal offences can be provided by submission of a current official clearance certificate ('amtliches Führungszeugnis') or an affidavit ('eidesstattliche Erklärung') of the PERSONNEL concerned.
4. Prior to their assignment, the Supplier must instruct the PERSONNEL assigned comprehensively about the laws and standards applying at the Customer. This also includes that the Supplier makes the assigned PERSONNEL aware of refraining from a behavior that would be characteristic of employees in their dealings with the Customer and its employees (especially no attendance in department meetings and no sick notes or applications for leave to the Customer).
5. The Customer may request the Supplier to replace certain PERSONNEL for good cause without undue delay ('unverzüglich') or not to deploy certain personnel in the first place. A good cause shall exist, in particular, if the PERSONNEL (i) personally or technically fails to fulfil its obligations according to the Customer's reasonable opinion or (ii) repeatedly or sustainably violates contractual obligations.
6. If, during the contract term, the Supplier becomes aware of the justified suspicion of an offence referred to in this section by the PERSONNEL appointed by it, the Supplier shall inform the Customer without undue delay to the extent permitted by law.
7. Any additional expenditure caused by such replacement of the personnel shall be borne by the Supplier.
8. The Contractor shall bind its subcontractors in accordance with the provisions of this Section (Personnel assigned by the Supplier).

VIII. Subcontractors

1. Insofar as the Supplier merely owes the delivery of standard products, the Supplier shall name its subcontractors to the Customer on request. In all other cases, the following provisions shall apply.
2. The engagement of subcontractors by the Supplier shall require the prior approval of the Customer at least in TEXT FORM, which shall not be withheld unreasonably, and shall be reported to the Customer in due time and at least in TEXT FORM, usually at least four (4) weeks in advance. The Supplier shall select possible subcontractors carefully. Affiliated companies of the Supplier within the meaning of articles 15 et seq. German Stock Corporation Law ('Aktiengesetz, AktG') or comparable legal provisions of other legal systems shall also be considered subcontractors. The Customer shall be entitled to revoke its consent at any time with objective reason.
3. The Supplier must pass on his data protection and confidentiality obligations to his subcontractors accordingly and prove this to the Customer at least in TEXTFORM. The Supplier shall also ensure that its subcontractors are aware of the conditions of the contract entered into by the order relevant to its subcontractors and shall endeavor to ensure that they are complied with.

IX. Rights of use, Ownership

1. As far as the Supplier owes deliveries/service results, which he creates individually for the Customer (e.g. concepts, presentations), it shall grant the Customer at the time of their creation the exclusive, worldwide and unlimited with regard to time and content, non-cancellable and irrevocable utilisation and exploitation right executable for own purposes as well as for the purposes of third parties for all known and unknown types of use ('bekannte und unbekannte Nutzungsarten'). The Customer shall in particular be entitled without limitation or specific consent of the Supplier to reproduce, translate and modify the deliveries/service results in whole or in part and to publish, distribute, lease, make them available to the public ('öffentlich zugänglich machen') and to reproduce them wired or wireless, non-publicly or publicly and allow their use by third parties (in return for payment or free of charge) in unamended and amended form and in whole or in part. The Customer shall be entitled to grant

sublicenses and to transfer all utilization rights against payment or free of charge to third parties.

2. Insofar as the deliveries/service results owed by the Supplier have been produced independently of Customer's order (e.g. STANDARD SOFTWARE, STANDARD SERVICE), it shall grant the Customer, upon conclusion of the contract, the worldwide and unlimited with regard to content, non-exclusive and irrevocable right to use them in all known and unknown types of use for all business purposes of the Customer. For deliveries/services provided by way of purchase, the right of use is unlimited in time and cannot be terminated. For deliveries provided on a lease basis, the right of use shall be limited in time to the contract term specified in the order and may be terminated at the conditions stipulated therein. The Customer is entitled to make the deliveries/service results available to the TK-GROUP companies for use, including any rights of use required for use (by transfer and/or sub-licensing). The right to use STANDARD SOFTWARE may be exercised in any hardware and software environment (including virtualized IT environments) regardless of who owns it. STANDARD SOFTWARE and STANDARD SERVICES shall be subject to the Supplier's license terms and conditions, to the extent that these are expressly included in the order. Unless expressly agreed otherwise in the order, the Customer shall be entitled to have the STANDARD SOFTWARE used simultaneously by the number of USERS specified in the order, whereby the specific USERS may change (Concurrent User License).
  3. The following also applies to STANDARD SOFTWARE: The Customer is entitled to operate the STANDARD SOFTWARE, i.e. he is entitled to make the copies necessary for the use and security of the STANDARD SOFTWARE, to connect the STANDARD SOFTWARE with other software/hardware, to distribute the STANDARD SOFTWARE in unchanged form to the USERS, to lease, make it available to the public ('öffentlich zugänglich machen'), and to reproduce it wired or wireless, non-publicly or publicly and allow its use by the USERS (in return for payment or free of charge) The Customer may sublicense or transfer the aforementioned right to operate the STANDARD SOFTWARE to a TK-GROUP company as well as to external outsourcing partners operating IT systems for a TK-GROUP company (regardless of whose ownership the IT systems are) without the Supplier's further consent.
  4. If the Supplier determines that the agreed number of entitled USERS has been exceeded by the Customer, the Customer shall be obliged to ensure that the necessary number of additional licenses are acquired under the contractual terms.
  5. If the Customer acquires unlimited rights of use to STANDARD SOFTWARE, the Supplier grants the Customer complete and unconditional ownership of the respective software embodiment (software copy) as well as of the transferred DOCUMENTATION upon transfer/provision. The same shall apply to STANDARD HARDWARE provided. If the Customer acquires temporary rights of use to STANDARD SOFTWARE, he must return the STANDARD SOFTWARE and the associated DOCUMENTATION as well as the copies made after expiry of the agreed period of use at the request of the Supplier or delete/destroy them. If the Customer has made electronic backup copies in data processing systems (backups), it is sufficient for these to be deleted with the next regular deletion. However, the Customer shall ensure that these backup copies can no longer be used.
  6. Insofar as data is created during the use of the STANDARD SOFTWARE or the STANDARD SERVICE, the Customer is granted - subject to the following provision in Section IX Clause 8 - at the time of their creation the exclusive, worldwide and unlimited with regard to time and content, non-terminable and irrevocable right of use and exploitation of this data in all known and unknown types of use and in any hardware and software environment (regardless of whose ownership it is), both for his own purposes and for the purposes of third parties. The Customer shall in particular be entitled without limitation or specific consent of the Supplier to reproduce, translate and modify the data in whole or in part and to publish, distribute, lease, make them available to the public ('öffentlich zugänglich machen') and to reproduce them wired or wireless, non-publicly or publicly and allow their use by third parties (in return for payment or free of charge) in unamended and amended form and in whole or in part also in databases, data networks or online services. The Customer shall be entitled to grant sub-licenses and to transfer all utilization rights against payment or free of charge to third parties. Articles 55a, 87b para. 1 sentence 2, 87e German Copyright Act ('Urhebergesetz, UrhG') remain unaffected.
  7. The agreed remuneration covers all claims of the Supplier in connection with the aforementioned transfer of rights.
  8. The Supplier may use all services, objects and data, provided by the Customer within its duties to cooperate and provide goods and services ('Beistellpflichten') only for the purpose and the contract and within the possible additional and relevant utilisation conditions (e.g. licence terms). In particular, the Supplier shall be prohibited to reconstruct objects provided by the Customer (especially software) by way of reverse engineering, unless this is indispensable for the establishment of the interoperability of the owed STANDARD SOFTWARE with other software programs, and the Customer, despite request, has failed to otherwise provide the Supplier with the information required for this within a reasonable period ('angemessene Frist'). The Supplier shall stop the use of these services, objects and data no later than with the expiration or early termination of the contract and return them to the Customer.
- X. Place of performance and delivery**
1. The Supplier shall generally perform the services owed at his business premises. Insofar as it is necessary for the performance of services, the Supplier shall also perform its services at the Customer's premises at the Customer's request. The - complete or partial - relocation of the place of performance requires the prior information of the Customer and may not be associated with additional costs for the Customer.
  2. The parties agree that the place of receipt specified in the order shall be the place of performance ('Erfüllungsort') for the delivery. If no place of receipt is specified, the registered office of the Customer shall be the place of performance for the delivery/service unless expressly agreed otherwise in the order. Deliveries to a receiving location other than that designated by the Customer shall not result in a transfer of risk ('Gefährübergang') to the detriment of the Customer even if this location accepts the delivery. The Supplier shall bear any additional costs incurred by the Customer because of the delivery to a place other than the agreed place of receipt.
  3. Partial deliveries/performance ('Teillieferungen/Teilleistungen') are not permitted unless expressly agreed otherwise in the order. Partial deliveries/performance shall be marked as such.
  4. If the Supplier performs or delivers too much or too little, the Customer shall be entitled to reject these deliveries/services at the risk and expense of the Supplier.
  5. Agreed dates are binding. A delivery/performance before the agreed dates entitles the Customer to reject the delivery/performance until the due date ('Fälligkeit').
  6. If circumstances occur or become apparent to the Supplier that endanger the timely delivery/service, the Supplier shall inform the Customer immediately of the probable duration of the delay, stating the reasons. In addition, he shall make all reasonable efforts to eliminate the causes of the delay and to minimize the delay as far as possible. He shall inform the Customer of all countermeasures initiated by him. The Customer shall only be obliged to reimburse any additional costs incurred as a result if he is responsible for the delay or if the assumption of the costs was agreed in advance in the same form as the conclusion of the contract.
  7. The delivery/service provider must have the receipt of consignments confirmed in writing by the specified receiving point.
  8. Insofar as the Customer is subject to an obligation to inspect and give notice of defects in accordance with article 377 HGB (German Commercial Code), this shall be limited to identify and quantify based on the transport documents and obvious transport damage (obvious defects). All other defects shall be deemed hidden defects ('verdeckte Mängel'). The Customer shall notify the Supplier immediately of any defects discovered within the scope of this incoming goods inspection or the normal course of business. In any case, the notification shall be deemed to have been made in due time if it is sent by the Customer within a period of five WORKING DAYS after receipt of the products in case of obvious defects and in case of hidden defects within a period of ten WORKING DAYS after discovery of the defect. Further obligations ('Obliegenheiten') of the Customer do not exist. In this respect, the Supplier waives the defense of late notification of defects.

9. The unconditional acceptance of a delayed delivery/service shall not constitute a waiver of the Customer's right to claim damages.

**XI. Prices, Invoicing and Set-off**

1. All prices are fixed prices, unless the order expressly provides for invoicing on a time and material basis. The daily or hourly rates stipulated in the order shall form the basis for invoicing on a time and material basis, whereby the Supplier shall be obliged to make the costs transparent to the Customer based on its time and material estimate.
2. A daily rate (man-day) corresponds to an effective work performance of at least eight (8) hours per WORKING DAY. Any working time in excess of this on the same day shall not be remunerated. Shorter working hours are calculated pro rata temporis. The smallest calculation unit is 15 minutes.
3. Unless expressly provided otherwise in the order, the agreed remuneration shall include everything, which the Supplier has to effect in order to fulfil his delivery/service obligation, e.g. travel costs, travel times, packaging, customs duties and insurance up to the agreed place of receipt. Otherwise, the thyssenkrupp guidelines for business travel by external service providers shall apply.
4. Unless expressly agreed otherwise, at least in TEXTFORM, the preparation of cost estimates shall not be remunerated.
5. The agreed remuneration is exclusive of value added tax or similar indirect taxes. If value added tax or a similar tax arises according to local laws, this shall be shown separately by the Supplier in the invoice. The tax shown will only be borne by the Customer after receipt of a proper invoice containing all the elements of the respective national VAT law. This does not apply if the so-called reverse charge procedure is applied. If the Customer and the Supplier are resident in a tax jurisdiction outside of Germany, the **additional conditions for taxes** shall apply.
6. For the purposes of internal cost allocation within the TK-GROUP, the Supplier shall, at the request of the Customer, break down invoices as far as possible and reasonable or provide additional invoice information.
7. Unless expressly agreed otherwise in the order, the Supplier's remuneration shall become due 30 days after the agreed delivery/service and receipt of a proper invoice in accordance with articles 14, 14 a UStG (German Value Added Tax Act) or comparable applicable foreign regulations, including corresponding proof of performance (i.e. in the case of remuneration on a time and material basis: a meaningful description of the services rendered during the invoicing period, number of hourly or man-days performed per employee and daily rate applied).
8. At the Customer's request, payment may be settled via the credit note procedure pursuant ('Gutschriftsverfahren') to article 14 (2) sentence 2 UStG (German Value Added Tax Act) or comparable applicable foreign regulations (i.e. the Customer draws up the invoice based on the services received). Any additional processing details required shall be agreed between the Customer and the Supplier.
9. The performance of payments by the Customer does not mean acceptance of the performance nor a waiver of rights.
10. The Supplier shall not be entitled to issue an invoice if more than six (6) months have elapsed since the month in which it was first possible to issue an invoice for the billed services.
11. The Customer shall only be obliged to pay remuneration or to bear costs if this is expressly stipulated in the order.
12. The Supplier may only offset undisputed or legally established claims.

**XII. Warranty**

1. The Supplier warrants that
  - its deliveries/services correspond to the state of the art, are free of defects, have the agreed quality and functionalities and fulfil the intended purpose. Unless the parties agree otherwise on the nominal quality ('Sollbeschaffenheit') of the contractual products, the product specifications of the Supplier (e.g. in catalogues) shall apply as the minimum specification, and
  - he owns or has acquired all intellectual property rights to the deliveries/services required for the granting of the rights of use under the contract and that the contractually agreed use of the deliveries/services does not infringe the rights of third parties or export control regulations.
2. In case of deliveries based on a contract of sales ('Kaufvertrag'), the following applies: The warranty period for warranty claims begins with the complete delivery/service. Claims for defects of quality ('Sachmängel') fall under the statute of limitations within a period of two (2) years from delivery or acceptance. Claims based on defects ('Rechtsmängel') of title fall under the statute of limitations within a period of five (5) years from delivery or acceptance; longer statutory limitation periods shall remain unaffected thereby. For parts newly delivered as part of subsequent performance, the limitation period shall begin anew, for repaired parts only if it is the same defect or the consequences of a defective rework and the Supplier does not expressly remedy the defect only as a gesture of goodwill, to avoid disputes or in the interest of the continuation of the supply relationship. For defects notified within the period of limitation, the period shall end at the earliest six months after the complaint has been raised.
3. In case of services based on a lease agreement ('Mietvertrag'), the following applies: The Supplier shall be responsible for ensuring that its delivery/service has the agreed quality and fulfils the intended purpose throughout the entire term of the agreement.
4. The costs of remedying the defect or of replacement delivery/service including all ancillary costs (e.g. transport, travel, labour, material costs, installation and removal) shall be borne by the Supplier in accordance with the statutory provisions.
5. In the event of defects in title, the Supplier shall be entitled to remedy such defects by either acquiring the necessary rights or - provided that this does not impair the agreed use (e.g. functionalities) - modifying the delivery/service in such a way that it can be used by the Customer without infringing the rights of third parties.

**XIII. Liability, Indemnity**

1. The statutory provisions shall govern the liability of the parties unless the following provisions provide otherwise.
2. In the event that third parties should assert claims against the Customer or a USER due to a violation of industrial property rights or export regulations, even though the Customer or the USER is in scope of the license use, the Supplier shall, upon request of the Customer, make all commercially reasonable efforts to reach an amicable out-of-court-settlement with the third party. In doing so, he shall take the best possible account of the interests of the Customer or the USER. In addition, the Supplier undertakes to assume reasonable legal costs incurred by the Customer or USER because of the (extrajudicial or judicial) dispute with the third party.
3. For services owed by the Supplier on the basis of a contract of service ('Dienstvertrag'), the following shall also apply: In the event that third parties should assert claims against the Customer or authorities (e.g. pension insurance institutions) initiate an examination procedure due to (a) an alleged employment relationship between the Customer and an employee of the Supplier or an employee of its subcontractors (e.g. and to the extent applicable due to violation of the German Temporary Employment Act ('Arbeitnehmerüberlassungsgesetz (AÜG)'), the German Posted Workers Act ('Arbeitnehmerentsendegesetz (AEntG)') or the allegation of disguised employment ('Scheinselbstständigkeit') or (b) violation of the German Minimum Wage Act ('Mindestlohngesetz (MiLoG)'), the provisions of paragraph 2 above shall apply mutatis mutandis. In addition, the Supplier undertakes to reimburse any legally established and/or resulting claims (e.g. wage payment, payment of social security contributions). This does not apply if and insofar the Customer is responsible for the facts justifying the claim.

**XIV. Insurances**

With regard to possible risks arising from the contract concluded with the Customer, the Supplier shall be obliged, for the duration of the contract and for a period of two (2) years thereafter, to maintain standard market insurance cover with an insured sum of at least

EUR 5 million (in words: EURO five million) for personal injury, property damage and financial loss per damage event, which the Supplier shall prove to the Customer upon request.

#### **XV. Confidentiality**

1. The Supplier is obliged to treat as confidential all CONFIDENTIAL INFORMATION the Supplier receives in connection with this contract and to use it only for executing this contract. The Supplier shall especially refrain from using disclosed CONFIDENTIAL INFORMATION indirectly or directly for its own commercial purposes or the commercial purposes of third parties. The Supplier shall document the measures taken to ensure confidentiality and prove them to the Customer on request.
2. The use of third-party IT systems for storing or otherwise processing CONFIDENTIAL INFORMATION of the Customer or other TK-GROUP companies (e.g. e-mail programs or platforms for storing and/or exchanging documents as a cloud service) requires the prior consent of the Customer at least in TEXT FORM. The same applies to subsequent changes to the IT system itself (e.g. changes to the provider, the server location, and the access options of the Supplier or the third party provider to data of the TK-GROUP) or changes to the intended use of the IT system.
3. The Supplier shall reveal confidential information only those of its employees and representatives or employees of subcontractors approved by the Customer who need this information for executing this contract (need-to-know-basis). The disclosure of CONFIDENTIAL INFORMATION to other third parties requires the prior consent of the Customer at least in TEXT FORM.
4. The Supplier shall (1) obligate his employees and representatives, to whom he provides access to CONFIDENTIAL INFORMATION in advance to secrecy at least in TEXT FORM in accordance with the provisions of this contract, insofar as they are not already obligated to maintain secrecy for their specific activity on the basis of which they receive access to CONFIDENTIAL INFORMATION by virtue of comparable agreements or statutory or professional regulations, and (2) ensure that all access to CONFIDENTIAL INFORMATION is withdrawn from resigning employees. The Supplier must obligate the third parties commissioned by him accordingly.
5. For information, which is expressly marked or designated as 'confidential' or with a corresponding note, the following protection measures must be taken: Information in paper form must be stored in a locked cabinet or container. Information in electronic form may be stored (i) only in access-protected network areas and (ii) only temporarily and in encrypted form on mobile storage media (e.g. USB sticks, external drives). E-mails and documents must be or remain marked as 'confidential' or with a corresponding note. In the case of electronic transmission (e.g. via e-mail or via Internet data rooms), the information must be encrypted using a state-of-the-art encryption solution. Transmission by fax is only permitted if the immediate acceptance by the recipient is ensured. Confidentiality must be indicated in the case of forwarding by telephone. The dispatch in paper form must take place in a sealed envelope marked 'confidential' or with a corresponding note.
6. For information, which is expressly marked or designated as 'strictly confidential' or with a corresponding note, the following protection measures must be taken: Information in paper form must be stored in a specially secured locked container (e.g. safe). Information in electronic form may only be stored in access-protected network areas and in encrypted form using encryption solutions approved by the Customer. E-mails and documents must be or remain marked as 'strictly confidential' or with a corresponding note. In the case of electronic transmission (e.g. via e-mail or Internet data rooms), the encryption solutions approved by the Customer must be used. Passing on by fax is not permitted. Telephone transmission is only permitted via encryption solutions approved by the Customer. When discussing strictly confidential information, mobile telephones must be switched off. The dispatch in paper form must take place in a sealed envelope with the marking as 'strictly confidential' or with a corresponding note by a trustworthy messenger. In addition, the closure must be marked in such a way that manipulation by the recipient can be detected (e.g. by signing above the closure).
7. In the event of the termination of this contract on first demand of the Customer - whichever occurs earlier - the Supplier shall immediately return to the Customer all CONFIDENTIAL INFORMATION, including any copies made, or securely and definitively destroy it (with regard to electronic information, secure deletion procedures in accordance with DIN ISO 66399 or comparable procedures shall be applied, documents in paper form shall be shredded or disposed of in sealed data protection containers), with the following exceptions: (1) With regard to electronically archived back-up copies, access shall be blocked and final deletion shall take place in the normal course of business; (2) Information which is subject to a statutory storage obligation ('gesetzliche Aufbewahrungspflichten') shall be destroyed or returned immediately upon expiry thereof; (3) CONFIDENTIAL INFORMATION may be stored in a confidential file which may only be used for the purpose of proof within the scope of fulfilling legal obligations (e.g. warranty obligations). The CONFIDENTIAL INFORMATION shall be destroyed or returned immediately upon omission of the purpose of proof. The assertion of exceeding rights of retention shall be excluded.
8. The Supplier shall be obliged to notify the Customer immediately if it gains knowledge or has reason to believe that CONFIDENTIAL INFORMATION has been disclosed in an unauthorized way.
9. If the Supplier is bound by authorities or courts to disclose confidential INFORMATION, in whole or in part, it shall notify the Customer - as far as permissible - promptly in writing stating the CONFIDENTIAL INFORMATION to be disclosed, the recipient and the legal basis of the duty to disclose. The Supplier shall only disclose CONFIDENTIAL INFORMATION to the legally required extent.
10. The obligation to confidentiality shall continue to apply after termination of the contract concluded by the order until the CONFIDENTIAL INFORMATION has been destroyed or returned.

#### **XVI. Data Protection**

1. The parties will comply with all applicable laws and regulations relating to data protection.
2. If the Supplier, in addition to exchanging general business data (e.g. business address, business fax/telephone number, e-mail address, name, department, function) in the course of initiating the business and negotiating the contract, should gain access to personal data of the Customer or a company of the TK-GROUP during the execution or preparation of the deliveries/services owed by him (e.g. Log-in data), he will conclude a data processing agreement ('DPAG') with the Customer or the TK-GROUP company concerned on the basis of the specifications of the Customer or the TK-GROUP company concerned. The assignment of subcontractors who process personal data of the Customer or an affected TK-GROUP company requires the prior consent of the Customer at least in TEXTFORM.

#### **XVII. Auditright of the Customer**

- If the Supplier owes consulting services and/or the provision of a STANDARD SERVICE, the following shall apply:
1. The Customer shall be entitled but not obliged to check compliance by the Supplier with the obligations according to this Individual Contract on data protection (e.g. the agreed technical and organizational measures) and on INFORMATION SECURITY twice a year on the Supplier's premises. Furthermore, the Customer shall be entitled to carry out audits at any time for a compelling reason (i.e. there is justified cause for the presumption that Supplier has acted in violation of its obligations regarding data protection or information security). In addition, an audit for data protection reasons can be performed prior to the beginning and upon completion of the data processing.
  2. The Customer shall be entitled to perform the audit by itself (in particular by employees of the Data Protection department of thyssenkrupp AG and the responsible Information Security department) or to commission a third party with it. Persons, deployed by the Customer for the performance of the audit (hereinafter referred to as 'Auditors') must be bound by confidentiality according to the provisions of this Individual Contract. In order to protect the trade secrets of the Supplier and to ensure that such audit doesn't violates a confidentiality obligation of the Supplier towards third parties, the AUDITORS shall be contractually obliged in favor of the Supplier not to disclose to the Customer third party information that is marked

as confidential or with a corresponding note by the Supplier. This does not apply to confidentiality agreements of the Supplier with third parties violating its information obligations towards the Customer. With regard to respective third party information identified as confidential, the AUDITORS shall only be obliged to answer Customer's sufficiently abstract questions in order to ensure compliance with the Parties' agreements.

3. The Customer shall announce to the Supplier in due time but no later than one week in advance, the date and scope of the audit as well as the AUDITORS performing it. If an audit is to be conducted for a compelling reason, the announcement may also be provided on a shorter notice.
4. For the purpose of the audit, the AUDITORS shall be entitled to inspect during the regular business hours the premises of the Supplier, in which data and documents are kept or processed relevant to the rendering of the services or in which the services to be inspected are rendered.
5. The Supplier shall grant the AUDITORS the right to fully inspect the circumstances, the IT infrastructure and any premises relevant to the audit (e.g. documentation, server rooms, rooms with IT infrastructure and data carriers) and disclose all information appropriate to the audit in a structured, comprehensible and complete form. In addition, the Supplier shall ensure that the AUDITORS are sufficiently provided with sufficiently qualified contact persons supporting them in the performance of the audit. The Supplier shall provide the AUDITORS the opportunity to make copies of the data / documents relevant to the audit and to take them along. On AUDITORS' request, the Supplier shall forward copies of these data / documents to the AUDITORS.
6. As an exception, The Supplier may exceptionally reject an audit announced by the Customer if its performance led to an unreasonable impairment of its operations. In this case, the Supplier must give the Customer a prompt replacement date, on which the audit can take place.
7. The Supplier shall ensure that the aforementioned rights are granted not only to the Customer but also towards the subcontractors of the Supplier.
8. The fulfilment of the Supplier's obligations regulated in this section (Audit Right) shall not be subject to remuneration. Conversely, the Customer shall bear its own costs incurring because of the performance of the audit. The Customer shall be entitled to demand from the Supplier a refund of the costs if the audit reveals a significant breach of contract or infringement ('wesentliche Vertragsverletzung') by the Supplier or one of its subcontractors.

#### **XVIII. Use of trademarks, Naming of reference customers**

1. The use of the (word and word/figurative) trademarks ('Wort- und Wort/Bildmarken') of thyssenkrupp AG and their group companies by the Supplier shall be inadmissible.
2. Every reference to the Customer, thyssenkrupp AG or its group companies as reference customers shall require the prior consent of thyssenkrupp AG for each individual case at least in TEXT FORM.
3. Without the consent of the other party, no party shall be entitled to make or arrange for a public declaration concerning this contract or the co-operation of the PARTIES. Press releases concerning the co-operation of the parties shall additionally be coordinated by the PARTIES prior to their publication.

#### **XIX. Term and Termination**

1. The term and ordinary termination rights ('ordentliche Kündigungsrechte') for continuous obligations ('Dauerschuldverhältnisse') are regulated in the order. Unless otherwise expressly regulated therein, the Customer shall be entitled to terminate the contract without notice at the end of each month.
2. In addition, the parties are entitled to terminate the contract in whole or in part for good cause ('aus wichtigem Grund') without notice and with immediate effect, in particular:
  - if one of the parties violates a material contractual obligation ('wesentliche Vertragspflicht') and does not remedy such violation, if remedial action is possible and after being given an appropriate period of time to do so;
  - if an application has been made for introduction of an insolvency procedure with regard to the assets of the other party;
  - in case of any substantial deterioration or threatened substantial deterioration of the financial position of the other party;
  - in case of criminal offences of one party against the other or against a company affiliated with it within the meaning of article 15 et seq. German Stock Corporation Law ('Aktiengesetz (AktG)).
3. Moreover, the Customer shall be entitled to terminate the contract without notice in particular if:
  - the Supplier is in default with its delivery/service and the Customer has unsuccessfully set the Supplier a reasonable grace period for performance;
  - the Supplier violates the data protection requirements, the German Minimum Wage Law ('MiLoG'), the German Posted Workers Act ('AEntG'), the German Temporary Employment Act ('AÜG'), the German Act to Combat clandestine Employment ('Schwarzarbeitsbekämpfungsgesetz') or the agreements on INFORMATION SECURITY or thyssenkrupp's Supplier Code of Conduct;
  - the Supplier is entitled to refuse payment of contractual penalties because the agreed maximum amount of contractual penalties is exceeded;
  - the Supplier (i) violates at least 5 times within a period of 1 month the reaction/repair time agreed in the additional terms and conditions for the operation of STANDARDSOFTWARE or STANDARDSERVICES; or (ii) does not fulfil the owed actual availability of the STANDARDSOFTWARE or STANDARDSERVICES;
  - the Supplier removes or reduces functionalities in the STANDARDSOFTWARE or in the STANDARDSERVICE. Alternatively, the Customer may, at his discretion, determine the value of the STANDARDSOFTWARE or STANDARDSERVICE reduced by the functionalities and reduce the remuneration accordingly as well as reclaim the remuneration paid in excess from the time of the reduction;
  - in relation to the Supplier a direct or indirect change of control to one or more third parties takes place or if the controlling influence on the Supplier changes in any other way to one or more third parties;
  - all or a substantial part of the Supplier's assets are sold and in the event of any merger, consolidation or liquidation of the Supplier.
4. Notices of termination require at least the same form as the conclusion of the contract.

#### **XX. Exit Services**

- Unless expressly agreed otherwise in the order, the following shall apply in the case of software/hardware leasing:
1. The Supplier shall support the Customer upon termination of the contract in an appropriate manner and for an appropriate period, but at least for 4 weeks before and after termination of the contract, in the migration to the replacement software/hardware solution. In particular, it shall provide the Customer with all information and DOCUMENTATION necessary for a secure and seamless migration and the establishment of connectivity to the new software solution (e.g. connection to interfaces).
  2. In the event of the temporary provision of STANDARD SOFTWARE or the provision of a STANDARD SERVICE, the Supplier shall make available to the Customer within 5 WORK DAYS of termination or of a separate request (whichever occurs first) a copy of the APPLICATION DATA that is up-to-date at the time available in a data format customary in the market and desired by the Customer, which permits the import of the APPLICATION DATA into another database at reasonable expense (e.g. CSV, XML, JSON). The APPLICATION DATA must be plausibly structured and documented. At the Customer's option, the Supplier shall allow the Customer to create a corresponding copy himself.
  3. The Supplier shall irreversibly delete the copies of the APPLICATION DATA produced by him as soon as he no longer requires them for the performance of the exit services and has received confirmation from the Customer at least in TEXTFORM that the migration of the APPLICATION DATA into the subsequent software solution was successful and shall confirm the deletion to the Customer at least in TEXTFORM.

**XXI. Divestiture from the TK-GROUP**

If a company leaves the TK-GROUP, the following shall apply:

1. In case of an indefinite transfer of deliveries/services, the Customer shall be entitled, without the separate consent of the Supplier and without separate remuneration, to transfer or sublicense the rights of use required for the further use of the deliveries/services to the leaving company.
2. In case of a temporary provision of deliveries/services, the following shall apply: The Supplier shall permit the leaving company, at its request, to continue to use the deliveries/services on unchanged terms for a period of up to 12 months from the date of departure ("transitional period") and shall provide the agreed services for the maintenance and repair of the deliveries/services to the leaving company. The Supplier's ordinary right of termination with regard to these services is excluded during the TRANSITIONAL PERIOD. The expenses incurred by the leaving company during the TRANSITIONAL PERIOD for the use of the deliveries/services and the use of the associated maintenance/repair services by the leaving company shall be reimbursed solely by the leaving company. The remuneration owed by the Customer shall be reduced proportionately with the departure of the company.

**XXII. Applicable Law, Place of Jurisdiction**

1. The substantive law of the Federal Republic of Germany shall apply to all disputes in connection with the contractual delivery/service. The provisions of the international private law and the UN Sales Law ("UN-Kaufrecht") shall not apply.

2. The exclusive place of jurisdiction for all disputes in connection with the contractual deliveries/services shall be the registered office of the Customer or, at the option of the Customer, the general place of jurisdiction of the Supplier.

**XXIII. Final Provisions**

1. The Customer is entitled to assign claims from this contract to a company of the TK-GROUP without the consent of the Supplier. Otherwise, the assignment requires the prior consent of the other PARTY at least in TEXTFORM. This shall not apply to undisputed claims or those that have been established as legally binding ("rechtskräftig festgestellt").
2. The Supplier's rights of retention and to withhold performance ("Zurückbehaltungs- und Leistungsverweigerungsrechte") shall be excluded, unless the Customer does not contest the underlying counterclaims or these have been established as legally binding ("rechtskräftig festgestellt").
3. Should a provision of these GTC be or become, in part or as a whole, invalid or unenforceable, the validity of these GTC will not be affected thereby. The same applies to any contractual gaps or omissions.

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