

## **Special Terms and Conditions of Purchase of the ParshipMeet Group for deliveries and services from the IT sector (Version: June 2024)**

### **Preamble**

These Special Terms and Conditions of Purchase apply to all deliveries and services of the ParshipMeet Group from the IT sector under a contract for work and/or under a contract for services. IT services are those services which are based on the use of information technology in some way, in particular (i) programming services (ii) customization of IT programs (iii) supply of hardware and software (iv) provision of cables (v) system construction (vi) provision of consultancy services (vii) performance of analyses. In addition to these Special Terms and Conditions of Purchase, the General Terms and Conditions of Purchase of the ParshipMeet Group apply.

### **1 Conclusion of Contract**

(1) The Contracting Party provides the contractual services to the ParshipMeet Group on the basis of a respective individual contract or the order placed by the ParshipMeet Group (hereinafter jointly referred to as "Order").

(2) A contract is concluded upon signature of the Order by the ParshipMeet Group. The date on which the Order is signed by the ParshipMeet Group is deemed to be the date on which a contract becomes effective. With the first Order, the Contracting Party shall receive the Special Terms and Conditions of Purchase for IT Services under a contract for work and services, which shall also apply to all subsequent Orders until amended.

(3) Ancillary agreements shall always be drafted in writing. A party may only invoke verbally concluded agreements if said agreement has been confirmed in writing without undue delay. In any case, confirmation must be given within 48 hours at the latest. If a written confirmation is to be subsequently amended, the written confirmation must contain a specific reference to this.

(4) Legally relevant declarations and notifications that are to be made by the Contracting Party vis-à-vis the ParshipMeet Group after the agreement has been concluded (e.g. deadlines, reminders, declaration of withdrawal) must be in writing to become effective.

(5) Services of the Contracting Party shall be identified in an Order as services under a contract for work and/or as services under a contract for services and shall be agreed as such. In case of doubt, the Contracting Party shall be liable for work. With regard to services under a contract for work, the Contracting Party shall be responsible for the supervision, management, and monitoring of the services rendered and for the success of said services. The organizational integration of the services of the Contracting Party into the operational process of the ParshipMeet Group shall be carried out by the Contracting Party under its own responsibility. Contractual services are intended to advise and support the ParshipMeet Group. The Contracting Party shall provide said services in its own responsibility.

## **2 Planning and implementation conditions, responsibilities of the Contracting Parties**

(1) The Order shall contain the "description of services" the planning and implementation conditions, the determination of the functions and specifications (performance features) for work as well as information on parts, devices, programs and other required products to be used and the remuneration to which the Contracting Party is entitled.

(2) Premature deliveries or partial deliveries may only be provided subject to written agreement from the ParshipMeet Group.

(3) The Contracting Party shall perform its services with the greatest possible care, on the basis of the state of the art in each case, and to the best of its knowledge. The Contracting Party shall also comply with statutory and other applicable regulations. Performance features named by the ParshipMeet Group do not release the Contracting Party from its responsibility to guarantee technically and economically correct performance. (4) Insofar as the duties of the Contracting Party include the creation of documents and documentation, the Contracting Party is obligated to create said documents and documentation in full and in a factually correct manner.

(5) Upon accepting an Order placed by the ParshipMeet Group, the Contracting Party is entitled and obligated to carry out the duties entrusted to it by the ParshipMeet Group under its own responsibility, independently, and according to its own professional discretion.

(6) The Contracting Party shall be entitled to determine its own place of work, working hours, and work schedule. However, the Contracting Party shall give due consideration to the prevailing circumstances at the ParshipMeet Group or other circumstances insofar as the attainment of the overall objective of the respective Order requires it and shall coordinate working hours when collaborating with other contracting parties or employees of the ParshipMeet Group in order to meet deadlines and ensure contractual completion of its services.

(7) If the Contracting Party is a natural person, the following shall also apply:

a) With regard to performance of the duties incumbent upon the Contracting Party, the Contracting Party is not subject to any instructions of the ParshipMeet Group. Instructions pertaining to the respective performance result shall remain unaffected.

b) The Contracting Party is aware that freelance work is not subject to social security contributions; consequently, the Contracting Party is responsible for ensuring sufficient insurance cover for old-age, long-term care, and health care provision.

c) The Contracting Party is obligated to provide the ParshipMeet Group with the necessary documents and receipts if an investigation is carried out by the health and pension insurance bodies. The Contracting Party must notify the ParshipMeet Group of relevant changes of circumstance in this regard. The Contracting

Party must provide such notification in writing, without undue delay, and without being requested to do so. In particular, the Contracting Party is obligated to inform the ParshipMeet Group as soon as the Contracting Party is acting solely on its behalf.

d) If the Contracting Party breaches its obligations according to lit. c), the ParshipMeet Group can demand reimbursement of employee contributions to the social insurance in the event that a health or pension insurance body establishes an employment relationship subject to social insurance.

e) The Contracting Party shall notify the ParshipMeet Group upon request, and no later than the day of commencing its activity, whether and to what extent a private pension insurance policy exists to cover old age and invalidity and whether and to what extent a health insurance policy exists. The ParshipMeet Group can demand the submission of suitable evidence and require written assurance that there is sufficient social security cover in place. Voluntary insurance in a statutory health insurance scheme shall also be considered sufficient health insurance.

### **3 Participation of the ParshipMeet Group**

(1) The ParshipMeet Group will participate within the meaning of an obligation in the performance of the contract, insofar as such participation is contractually agreed and necessary.

(2) The Contracting Party is obligated to request the participation of the ParshipMeet Group within a reasonable period of time and provide details of said participation in the request. If the request is not made, the ParshipMeet Group shall not be in default with the participation and the Contracting Party cannot refer to improper participation. The ParshipMeet Group shall only be responsible for insufficient or delayed participation insofar as the ParshipMeet Group is responsible for this.

### **3 Final deadline, acceptance**

(1) In the Order, the Parties may agree on a timetable for performance and a planned final deadline for the completion of services under the contract for services and agree on a planned or fixed final deadline for the completion and delivery of services under the contract for work. Insofar as deadlines are stated, such deadlines must be assumed to be binding in case of doubt.

(2) At the request of the ParshipMeet Group, the Contracting Party must provide written information about the current performance status.

(3) In the case of services under a contract for work, the Contracting Party shall prove – to the ParshipMeet Group – the fulfillment of the performance features in an acceptance test by the final deadline, insofar as this is agreed in the Order. The test shall be in accordance with acceptance criteria specified by the ParshipMeet Group and shall make use of test data and test scenarios to be provided by the ParshipMeet Group.

(4) The acceptance of services under a contract for work after a successful acceptance test shall be done in writing. Implied acceptance, in particular by the ParshipMeet Group making physical use of the objects of performance, is excluded.

At the time of acceptance, a protocol to be signed by both Parties shall be drafted and any defects shall be documented in this protocol.

(5) The ParshipMeet Group shall provide the Contracting Party with the necessary working conditions for the acceptance at the ParshipMeet Group's site (such as system capacity, display terminals, rooms, telephone and network connections etc.) without charge. In doing so, the Contracting Party shall comply with the terms and conditions of use provided to it by the ParshipMeet Group.

(6) The Contracting Party is obligated to surrender all business documents and materials, in particular software and data carriers in the Contracting Party's possession including the codes (object and source codes), which the Contracting Party has received from the ParshipMeet Group or which it has created in connection with the provision of its services for the ParshipMeet Group. This shall be done upon completion of the Contracting Party's respective work and at any other time at the request of the ParshipMeet Group, insofar as the Contracting Party no longer requires said documents and materials for the fulfillment of its obligations vis-à-vis the ParshipMeet Group.

#### **4 Changes to the scope of services**

(1) Each of the Parties may request changes to the agreed scope of services from the other Party in writing. Upon receipt of a request for changes, the recipient shall consider whether and on what terms the change is feasible and shall notify the applicant of its approval or rejection in writing within seven days and, if necessary, provide reasons. Insofar as a request for changes from the ParshipMeet Group requires an extensive review, such a review shall be agreed separately. The costs associated with the review can be charged by the Contracting Party if this is agreed in the individual case.

(2) The contractual adjustments to the agreed conditions and services required for a review and/or a change shall be stipulated in writing (additional change agreement/order) and shall enter force in accordance with section 1.

#### **5 Notification of concerns, obstruction notice**

The Contracting Party shall inform the ParshipMeet Group immediately in writing insofar as the Contracting Party has concerns about the nature of the performance of the delivery/service desired by the ParshipMeet Group or insofar as the Contracting Party considers itself hindered in the performance of its delivery/service by third parties or by the ParshipMeet Group.

## **6 Use of open source software**

(1) "Free software" or "open source software" is software that can be routinely procured and distributed free of charge ("OSS"). The Contracting Party may use OSS within the scope of performance and, in particular, make use of OSS as a component of objects of use only after the ParshipMeet Group has granted its consent to such use in writing. Each granting of consent refers only to the OSS component specifically covered by the consent; the Contracting Party must, when requesting the consent of the ParshipMeet Group, precisely designate the OSS component concerned, stating the version number and the applicable license conditions.

(2) Insofar as the Contracting Party uses OSS within the scope of service provision with the consent of the ParshipMeet Group, the Contracting Party shall guarantee that the rights of use granted – or to be granted – to the ParshipMeet Group in accordance with this contract for the objects of use and their commercial usability for the ParshipMeet Group are not impaired, in particular that neither the objects of use provided to the ParshipMeet Group nor other software programs of the ParshipMeet Group are covered by the "copyleft" effect.

(3) The use of OSS without the consent of the ParshipMeet Group shall constitute a material breach of duty by the Contracting Party and the contractual service provided shall be deemed to be defective.

(4) At the request of the ParshipMeet Group, the Contracting Party shall – without prejudice to further rights of the ParshipMeet Group arising from product defects – make all economically reasonable efforts to replace OSS which the Contracting Party has used without the written consent of the ParshipMeet Group.

(5) Any use of OSS shall be deemed to be the Contracting Party's own performance. All claims for defects, as well as claims for damages and/or indemnification, shall be made against the Contracting Party.

## **7 Prices and payment terms**

(1) Services under a contract for work and services shall be invoiced at the fixed price stated in the Order or in accordance with section 4.2 on a time and material basis after completion or acceptance of the services, unless another form of invoicing method has been agreed in the Order.

(2) In the case of services on a time basis under a contract for work and services, only the working hours incurred, excluding travel times, shall be invoiced at the prices stated in the Order at the time of performance.

(3) Payments of the ParshipMeet Group shall neither be deemed to be an acknowledgment of performance in accordance with the contract, nor of freedom from defects vis-à-vis the deliveries or services provided, nor as an acknowledgment of proper invoicing.

## **7 Deployment of personnel**

(1) The Parties shall each appoint a contact person for mutual coordination and clarification of all issues arising in the course of performance. The contact person appointed by the ParshipMeet Group shall provide the Contracting Party with the necessary information at short notice, make decisions, or effect decision making.

(2) The Parties shall be responsible for the selection, supervision, management, control, and remuneration of their own employees during performance. The Contracting Party shall only provide the IT services by deploying employees who have the necessary knowledge and experience in each case. The Contracting Party shall be obligated to arrange for all permits, notifications, levies, and other requirements necessary for deployment of employees itself and at its own expense and responsibility. The Contracting Party must also comply with all other provisions of labor law. The right to issue instructions to employees and the right to assign or supplement duties shall always remain the right of the Contracting Party.

## **8 Subcontracts**

The Contracting Party may have services under a contract for work and services performed, in whole or in part, by subcontractors determined by the Contracting Party, provided that the ParshipMeet Group has agreed to this in writing.

## **9 Rights of ownership and use**

(1) All rights to the services and work results provided by the Contracting Party shall be the exclusive entitlement of the ParshipMeet Group, even before delivery and during the draft stage. Insofar as the Contracting Party provides services and work results subject to industrial property rights and/or copyrights within the scope of the contract and/or orders covered by the contract, the Contracting Party shall transfer said rights and/or copyrights to the ParshipMeet Group upon conclusion of the contract, which accepts this transfer. Insofar as corresponding rights are not transferable, the Contracting Party shall grant the ParshipMeet Group an irrevocable, transferable, exclusive right of use, unlimited in terms of content, time and territory, to the corresponding services upon conclusion of the contract. This applies in particular to software created by the Contracting Party within the scope of its activity for the ParshipMeet Group. This exclusive right shall arise in each case at the point at which corresponding services are created, i.e. including before transfer to the ParshipMeet Group. The right shall extend to all manifestations of the software, i.e. including the source code and its preliminary stages. The ParshipMeet Group shall be entitled to all proprietary rights to this, in particular the right of use to all types of use, the right to reproduction, physical and non-physical distribution, processing, public reproduction, making available to the public, and marketing. Only the ParshipMeet Group shall be entitled to make corresponding services and work results the subject of applications for industrial property rights.

(2) The Contracting Party shall waive any rights to copyright naming. The Contracting Party shall also waive – as far as such a waiver is not necessary for the fulfillment of its obligations vis-à-vis the ParshipMeet Group –

any rights of access to workpieces created by the Contracting Party according to this contract or the Orders covered by the contract. The ParshipMeet Group shall accept said waivers. The ParshipMeet Group shall be entitled to mark all work results with its copyright notice or another mark.

(3) Any transfer and granting of rights shall be settled with the remuneration due to the Contracting Party. The Contracting Party shall be obligated to surrender to the ParshipMeet Group, *inter alia*, the source program, object program, program descriptions, and user manuals for software created or processed by the Contracting Party.

(4) Insofar as the Contracting Party uses standard software or open source programs, the Contracting Party shall provide the ParshipMeet Group with the non-exclusive, freely transferable, unlimited, irrevocable, global, and content-unrestricted right of use for all known types of use for the software. The use for transfer of corresponding standard or open source programs to the ParshipMeet Group shall require, in any case, the consent of the ParshipMeet Group in writing. With regard to standard products, there shall be no obligation to transfer the source program.

(5) Ownership of the movable objects created by the Contracting Party for the ParshipMeet Group shall be directly due to the ParshipMeet Group upon creating of said objects. Corresponding objects as well as source and object codes of the software created by the Contracting Party for the ParshipMeet Group, if applicable, must be surrendered to the ParshipMeet Group by the Contracting Party at any time if requested by the ParshipMeet Group. The Contracting Party shall not be entitled to a right of retention in this respect.

## **10 Use of generative artificial intelligence**

If the content subject to the Order was created using software or systems that use machine learning technologies, artificial intelligence or similar technologies to generate content, the Contracting Party is obliged to inform ParshipMeet Group about this and to indicate the extent to which the content was created by this software or system. The Contracting Party warrants that it is authorized to create the work results using the aforementioned software or systems and to share them with the ParshipMeet Group for the purpose of use by the latter.

## **11 Third party rights, liability, warranty**

(1) The Contracting Party shall guarantee that no copyrights or other property rights of third parties exist, which oppose the rights of use granted or otherwise due to the ParshipMeet Group, in the services which are the subject matter of the contract and that no further rights of use, permits or levies are required in order for the ParshipMeet Group to use the services which are the subject matter of the contract in accordance with the contract.

(2) The Contracting Party shall indemnify and hold harmless the ParshipMeet Group on first written request, without limitation, from all claims of third parties which are asserted against the ParshipMeet Group due to infringement or alleged infringement of property rights of third parties. Notwithstanding said obligations, the

supplier may, at its own choice and expense, either: (a) modify or replace the contractual services in such a way that the infringement or alleged infringement of third party rights is excluded, provided that the service continues to comply with the contractually agreed requirements in all respects; or (b) procure for the ParshipMeet Group the right to (further) use the services in accordance with the contractual agreement.

(3) If the Contracting Party does not immediately cease the infringement of third party rights, the ParshipMeet Group shall be entitled, at its own discretion, to withdraw from the contract with regard to the affected service or to reduce the payment for the affected delivery/service appropriately. Further legal claims to which the ParshipMeet Group is entitled, in particular to compensation for damages and expenses, shall remain unaffected.

(4) In all other respects, the liability and warranty of the Contracting Party shall also be governed by the statutory provisions and said provisions shall remain unaffected.

## **12 Termination**

(1) Insofar as the duration of an Order for the provision of services is not determined, it shall run for an indefinite period. If the notice period for ordinary termination of an Order for the provision of services running for an indefinite period is not determined, such an Order can be terminated by the ParshipMeet Group in compliance with the notice periods of section 621 German Civil Code (BGB) and by the Contracting Party during the first six months of the term with a notice period of one month to the end of the month and thereafter with a notice period of two months to the end of the month. Any rights of the ParshipMeet Group to immediate termination in accordance with section 627 German Civil Code (BGB) shall remain unaffected.

(2) Section 649 of the German Civil Code (BGB) shall apply to the termination of Orders for the performance of work.

(3) The rights of both Parties to terminate without notice for good cause shall remain unaffected.

(4) Any notice of termination must be in writing.