

Terms and Conditions of Purchase for Information Technology of Porsche Engineering Group GmbH / Porsche Engineering Services GmbH

As of 11/2023

General part

1. Basis of the contract

- 1.1 The legal relationship between Porsche Engineering Group GmbH / Porsche Engineering Services GmbH or dem affiliated company within the meaning of Section 15 of the German Stock Corporation Act (AktG) which carries out the assignment on the basis of this EKB (hereinafter referred to as "Porsche") and the contractual partner shall be governed by these purchasing conditions (hereinafter referred to as "EKB-IT") and any other written agreements, including amendments and additions. Ancillary agreements have not been made.
- 1.2 In the order of precedence set out below,
 - 1.2.1 the contract concluded with the Contracting Party (order and acceptance) including the appendices that apply to the contract
 - 1.2.2 the respective orders/call-offs, including the appendices that apply to them
 - 1.2.3 the relevant section of the Special Part of this EKB-IT
 - 1.2.4 The General Part of this EKB-IT
 - 1.2.5 the technical description of the Contracting Party's offer (excluding commercial and legal content).
- 1.3 Contracts (ordering and acceptance) and call-offs as well as their amendments and additions must be concluded in writing or must be made in writing.
- 1.4 By means of IT systems, information is used very quickly and on a large scale. When developing and operating IT systems, special care is therefore required with regard to information protection. IT systems that are not installed in vehicles must be developed and documented in accordance with the Porsche Process Model (PVM) or the Porsche IT Tool and Method Box (PITT).
- 1.5 General terms and conditions of the contracting party shall not apply, not even as a click-wrap, shrink-wrap or in any other form, and not even if they have not been expressly contradicted in individual cases. If, in individual cases, the validity of the license/terms of use of the contractual partner is agreed in writing, only the regulations regulating the type and scope of the rights of use shall apply. Any additional provisions shall not apply, in particular insofar as they relate to rights of defects or questions of liability.

2. Order and Right of Modification

- 2.1 Contracts and call-offs as well as their amendments and additions must be concluded in writing or must be made in writing. In addition to the written form, the text form and the conclusion via an electronic system provided by Porsche are sufficient for this purpose.
- 2.2 If the Contractual Partner does not accept the order within five working days of receipt, Porsche is entitled to withdraw from the order. Call-offs become binding at the latest if the contractual partner does not object within five working days of receipt.
- 2.3 Porsche is entitled to demand changes to the subject matter of the contract within the scope of reasonableness and after consultation with the contractual partner. The contractual partner shall immediately notify the remuneration and the time frame of any effects of changes in the contractual services. Insofar as a change in the remuneration or the completion date is possible, this must be recorded by way of an amendment to the contract. Otherwise, the compensation and schedule will remain unchanged.

3. Invoicing and payment

- 3.1 As a matter of principle, Porsche invoices via the invoicing procedure. Invoices are not
Porsche expressly stipulates otherwise by the Contracting Party
exclusively in electronic form as follows:
Direct invoice dispatch by e-mail in valid PDF format to:
PE-Rechnungswesen@porsche-engineering.de
- 3.2 In justified exceptional cases, the Contracting Party shall, after consultation with Porsche's accounts payable department, send its invoices in paper form to the following address or to another address expressly designated by Porsche: Porsche Engineering Group GmbH, Accounting, Porschestraße 911, D-71287 Weissach
- 3.3 Invoices must be submitted to Porsche in a verifiable manner, stating the Porsche supplier number, order number, delivery note number, Porsche material number, unloading point and the name of the contact person. All required accounting documents must be attached. The invoices must be issued in accordance with German VAT law. Booking documents in the form of credit notes, direct debits and payment advice notes are provided to the contractual partner electronically by e-mail. In exceptional cases, it will be sent by post or fax.
- 3.4 To the extent that billing is based on expenses, the invoices to be issued in accordance with the contract/call-off, otherwise on a monthly basis, must contain information on the number of employees who have provided the billed services, the number of hours/days worked by each of these employees, the hourly/daily rate of the employees whose services have been billed, the originals of all proof of work to be prepared and signed off, as well as a Description of the expenses accounted for. Expenses will only be reimbursed to the extent agreed in accordance with the order and, if no lump sum has been agreed, only against proof.
- 3.5 Payment will be made within 30 days of receipt of the invoice, unless otherwise expressly agreed. This period runs from the day of receipt of the invoice, but not before

the agreed delivery or service date and not before the actual delivery of the goods, service provision or acceptance.

- 3.6 Payment shall be made by bank transfer.
- 3.7 In the event of defective delivery or performance, Porsche shall be entitled to withhold payment on a pro rata basis until proper fulfillment has been made.
- 3.8 The Contracting Party shall not be entitled to assign its claims against Porsche or to have them collected by third parties without the prior written consent of Porsche (which may not be unreasonably withheld). If the Contracting Party assigns its claim against Porsche to a third party in contravention of sentence 1 without the latter's consent, the assignment shall nevertheless be effective. However, Porsche may, at its discretion, make a payment to the contractual partner or the third party with discharging effect.
- 3.9 All amounts stated in the contract are inclusive of any tax deductions that may be incurred. If, pursuant to Section 50a of the Income Tax Act, Porsche is obliged to withhold and pay withholding tax on behalf of the Contractual Partner in respect of remuneration, royalties, benefits in kind or other non-cash benefits paid to or granted to the Contractual Partner under this Agreement, Porsche shall have the right to deduct the corresponding amounts from the payments to be made to the Contractual Partner. This applies even if it is doubtful whether the conditions for tax deduction are met. The contracting party shall bear all withholding taxes for which he is liable for tax. As a matter of principle, the tax deduction is made on the total remuneration, unless a separate allocation is agreed in writing and the contracting party issues an invoice to Porsche that corresponds to this allocation. If the withholding taxes to be paid by Porsche exceed the payments to be made or made to the Contracting Party, the Contracting Party shall be obliged to make the excess amount available to Porsche in advance or to reimburse it to Porsche as soon as Porsche has requested the performance from the Contracting Party in text form. This applies mutatis mutandis to withholding taxes in connection with the granting of benefits in kind and other non-cash benefits, as well as in the event that the parties to the contract have divided the remuneration for the purposes of tax deduction and the amount of tax is subsequently adjusted. When paying out the remuneration, Porsche will only take into account any benefits resulting from a double taxation agreement if the contractual partner has received an exemption certificate from the Federal Central Tax Office and submitted it to Porsche before payment of the remuneration (section 50d (2) sentence 1 of the Income Tax Act).

4. Provision of services

- 4.1 The Contracting Party is obliged to provide the contractual services in such a way that they have the characteristics described in the contract or call-off including appendices and are not affected by defects that cancel or reduce the value or suitability for the usual or contractually required use. The contractual services are to be performed on the basis of the current state of the art and in compliance with the care customary in the industry, but at least with the care of a prudent businessman. Relevant legal and official regulations must be observed. The status at the time of execution of the respective services is decisive.
- 4.2 Hardware must be CE certified and delivered in accordance with the applicable VDE and UVV regulations. Software must be prepared in compliance with relevant quality standards (e.g. GoDV, GoBS, SPICE).
- 4.3 The Contracting Party shall provide its services at the place specified in the contract or call-off, including appendices or in any other written agreement. Unless otherwise agreed in writing, delivery must be made in accordance with DAP (Incoterms 2020) at Porsche's registered office or at a place of delivery specified in the contract or call-off including annexes.
- 4.4 The Contracting Party shall comply with all applicable security regulations and information security guidelines of Porsche in the provision of services.
- 4.5 Partial services require the prior written consent of Porsche.
- 4.6 Agreed dates and deadlines of the respective contracts and call-offs – in each case including appendices – are binding. The decisive factor for compliance with the delivery date or the delivery period is the provision of the goods at the place of delivery ready for unloading or the installation and achievement of technical operational readiness.
- 4.7 To the extent that the Contracting Parties have also agreed to supply the source code of the Software in relation to the Software, this shall be supplied together with the complete development documentation and development tools, including for updates, upgrades or other new versions of the Software provided as part of maintenance services. In addition, if there are important reasons (e.g. importance of the software for essential business processes of Porsche), Porsche may demand the deposit of the source code on reasonable terms. If the source code is not part of the performance of the contract, the contractual partner shall take appropriate measures to ensure that the contract is fulfilled.
5. Inspection and Reporting Obligations
- 5.1 Deliveries and services of the Contracting Party, whether in the form of data carriers or electronically transmitted, must be comprehensively checked and tested using the latest inspection and analysis procedures before they are made available to Porsche or used, thus ensuring compliance with the required nature and quality and freedom from malware (e.g. Trojans, viruses, spyware). If malware is detected, Porsche must be informed immediately and a malware-free solution must be developed in consultation with Porsche.
- 5.2 If the Contracting Party has any objections to the intended method of execution or to the materials, studies, preparatory work or documents provided by Porsche, these must be communicated to Porsche in writing without delay. The same shall apply if the Contracting Party recognizes or must recognize that other information or requirements of Porsche are incorrect, incomplete, unambiguous or unsuitable for execution.



- 5.3 Insofar as changes or improvements become apparent as expedient or necessary in the performance of the Services, the Contractual Partner shall immediately inform Porsche thereof in writing and obtain a decision on any change to the Services.
- 5.4 If the Contracting Party is of the opinion that it is unable to meet an agreed date or deadline, it shall immediately inform Porsche in writing, stating the reasons for the delay. Unless a change to agreed dates and deadlines is agreed in writing, the dates and deadlines remain unchanged.
- 5.5 Porsche is entitled, if justified (e.g. in the event of non-compliance with agreements, mileage stones, etc. by the Contractual Partner), to check the provision of the Services by the Contractual Partner during normal business hours and to inspect the materials, documents and performance results that are directly or indirectly related to the Services.
- 6. Use of Free and Open Source Software**
- 6.1 Term Free and Open Source Software: "Free and Open Source Software" or "FOSS": Software,
- 6.1.1 whose license terms meet the requirements of the "Open Source Definition" (<https://opensource.org/osd>) of the "Open Source Initiative" and are accordingly licensed by the respective rights holders to anyone for full royalty-free use and whose source code is available, and/or
- 6.1.2 whose license terms have been recognized by the Open Source Initiative and/or the Free Software Foundation as Free Software Licenses or Open Source Software Licenses on their Internet sites, and/or
- 6.1.3 which is offered as public domain software.
- 6.2 A prerequisite for the use of FOSS FOSS may only be used in products, technologies and services (including hardware with integrated software) that are sold, licensed, transferred or otherwise made available to Porsche or developed for Porsche (hereinafter referred to as "Contract Products") if all license requirements of the FOSS used are met and all of the following conditions are met:
- 6.2.1 The use of FOSS in the Contract Products shall not be in such a way as to create a copyleft effect on newly developed or pre-existing proprietary software under the Agreement. Exceptions are adjustments within existing FOSS components (e.g. bug fixes and adaptations to the specific hardware) and individual cases agreed with Porsche.
- 6.2.2 No FOSS may be used whose license terms require the User to install or run modified software on hardware with integrated software (so-called embedded system, in particular motor vehicles), unless the Contracting Party has been expressly informed that the Software to be supplied by the Contracting Party is not based on such an embedded system with technical security mechanisms (e.g. signature procedures) is used.
- 6.2.3 The Contracting Party undertakes to fill out the FOSS Declaration (to be found under https://www.vwgroupsupply.com/one-kbp-pub/de/kbp_public/information/procurement_conditions_new/porsche_ag.html) truthfully and, by signing it, confirms the license-compliant use of the FOSS used and fully complies with the requirements of the FOSS Declaration.
- The requirements set out in this Section 6.2 shall also apply, without further notice or request by Porsche, to any update of the software used in the Contract Products, regardless of the type of provision of the Software (e.g. source code, binary, SaaS, container).
- 6.3 Representation Without prejudice to any other rights of Porsche, the Contractual Partner warrants to Porsche that it will comply with the provisions of Section 6.2 as well as all requirements of the relevant licenses for all FOSS used by it for Contract Products, that the Contract Products do not contain any other FOSS and that there is no further violation of copyright provisions.
- 6.4 Legal Consequences and Indemnification In the event of non-compliance or late compliance with (i) the license requirements of the FOSS used in the Contract Products or other copyright provisions and (ii) the conditions and agreed assurances set out in Sections 6.2 and 6.3, the Contracting Party undertakes to do the following:
- 6.4.1 If FOSS is not used in contractual products in accordance with the license, the Contracting Party shall immediately and at its own expense replace it with another software component whose use does not violate license requirements or applicable copyright law.
- 6.4.2 The Contracting Party shall reimburse Porsche for all costs, expenses and damages incurred and resulting from non-compliance or delayed compliance.
- If one of the properties guaranteed in section 6.3 is missing, this is considered a material breach of contractual duty and the contract product in question is considered defective.
- 7. Employee Deployment, Minimum Wage and International Assignment**
- 7.1 For the performance of the services and tasks specified in the Order, the Contracting Party shall only employ personally and professionally qualified employees. This also applies to an exchange of employees. In this respect, the contractual partner bears the consequences, in particular all costs of the replacement of employees and the training of replacement employees.
- 7.2 The Contracting Party shall appoint Porsche as a contact person responsible for the commissioned services, who will manage the assignment and conduct the main communication with Porsche (Representative). If the scope and/or complexity of the assignment make it necessary, several representatives on the side of Porsche and the contractual partner can also be appointed. The contractual partner is obliged to notify Porsche representatives in writing in advance. Porsche must also be notified in writing of a change of representatives in advance.
- 7.3 The Contracting Party is obliged to subject all persons whom it employs to perform the services owed on Porsche factory premises to a so-called terror screening before the first action is taken. For this purpose, surname, first name, date and place of birth must be checked by comparison with the sanctions lists of EC Regulations No. 2580/2001, No. 881/2002 and No. 753/2011 and the supplements to the lists of names issued by the European Commission and these checks must be repeated regularly – at least once a year. Porsche may, at any time, request suitable evidence for the comparison or confirmation of the comparison. If the Contracting Party is AEO-certified (AEO C/S or at least AEO S), i.e. an Authorised Economic Operator, the obligations set out in Section 7.3 shall be deemed to have been fulfilled.
- 7.4 The provision of the services shall be carried out under the responsible direction of the Contracting Party. For the employees employed by the contractual partner within the scope of the subject matter of the contract, the contractual partner retains the sole professional, personnel and disciplinary authority to issue instructions.
- 7.5 When employing foreign employees, the Contracting Party is obliged to ensure that they have a valid residence permit entitling them to pursue gainful employment. Upon request, Porsche must be presented with a valid work permit in accordance with the applicable regulations.
- 7.6 The Contracting Party undertakes to pay its employees at least the minimum wages prescribed by law or contractually agreed. Furthermore, the contracting party undertakes to commission only those subcontractors who also contractually commit themselves to pay their employees at least the minimum wages prescribed by law or contractually agreed. The contracting party shall oblige the subcontractors commissioned by it accordingly.
- 7.7 In the event of a breach of the provisions of the Minimum Wage Act (hereinafter referred to as the "MiLoG"), the Contracting Party undertakes to indemnify Porsche comprehensively from all obligations associated with such a breach and, in addition, to compensate Porsche for any damage resulting from a culpable violation. The same obligation applies to the contracting party if a subcontractor commissioned by the contracting party violates the provisions of the MiLoG. In the event that a claim is brought against Porsche for payment of the statutory minimum wage, the Contractual Partner undertakes to provide Porsche with all information necessary for the defence against the filing of the claim and any action for payment. This shall also apply after the termination of the contractual relationship between the contractual partner and Porsche. The contracting party undertakes to oblige subcontractors commissioned by it accordingly and to hand over the necessary information to Porsche without delay if an employee of the subcontractor asserts claims against Porsche.
- 7.8 If, in the performance of the services and tasks specified in the order, the Contracting Party deploys its employees abroad across borders, it undertakes to comply with all obligations under national and foreign law relating to employment, foreigners, tax, social security and other obligations addressed to it. Porsche will inform the contractual partner in good time of the respective place of performance.
- 7.9 In addition, the Contracting Party undertakes to fully indemnify Porsche against all claims by third parties resulting from the Contracting Party's breach of its obligations in accordance with Section 7.8, and to compensate Porsche for any damage resulting from a culpable breach of these obligations.
- 8. Delay in delivery and contractual penalty**
- 8.1 The Contracting Party is obliged to compensate Porsche for the damage caused by delay. The Contracting Party shall be in default if the delivery date agreed in the contracts and call-offs – or in the respective annexes thereto – is exceeded, unless the Contracting Party is not responsible for the exceedance.
- 8.2 If the Contracting Party is in default with the delivery or installation and bringing about technical operational readiness, Porsche shall be entitled to withdraw from the contract with regard to the equipment, programs and materials for which the Contracting Party is in default with the delivery or installation and achievement of technical operational readiness. Porsche is also entitled, but not obliged, to withdraw from the contract in its entirety. Porsche's claims for damages remain unaffected.
- 8.3 In all other respects, the statutory rules on delay shall apply.
- 8.4 If a contractual penalty for delays for which the Contractual Partner is responsible is agreed in the contracts and call-offs, Porsche reserves the right to claim any additional damages. The right to demand payment of an agreed contractual penalty is not forfeited by the fact that the contractual penalty has not been expressly reserved at the time of acceptance of the late delivery. However, the reservation must be declared by Porsche at the latest with the payment for the delayed performance. A contractual penalty for delay is to be offset against claims for damages based on the delay.
- Force majeure**
- Force majeure, lawful industrial disputes, riots, official measures and other unforeseeable, external events that cannot reasonably be avoided shall release the contracting parties from their obligations to perform for the duration of the disruption and to the extent of their effect. The contracting parties are obliged, within the limits of what is reasonable, to provide the necessary information without undue delay and to adapt their obligations to the changed circumstances in good faith.
- Decrease**
- 10.1 Insofar as the contractual services are acceptable, the contractual partner must notify Porsche in writing of the completion of its contractual services, hand over the contractual services to Porsche or make them available for acceptance. An acceptance date must then be arranged.
- 10.2 The acceptance of individual, self-contained parts of the contractual services (partial acceptances) within a contract may be agreed. This is then considered to be acceptance in the legal sense with regard to the partial performance. The contracting parties may agree that after completion of all agreed partial acceptances, a determination will be made that the contractual performance has been accepted in its entirety.
- 10.3 Unless a partial acceptance has been agreed in accordance with Section 10.2, a joint determination of the condition of parts of the contractual performance by Porsche and the Contractual Partner in the course of the progress of the project (performance assessment) does not result in acceptance in the legal sense. Performance assessments are generally subject to acceptance in the legal sense. As a matter of principle, the result of the performance assessment must be signed in writing by both contracting parties.
- 10.4 Acceptance shall take place within four weeks of receipt of the notification of completion of the partial or complete service by Porsche and handover/provision of the contractual services, unless a different date has been agreed. If the verification of the contractual services of the contractual partner requires commissioning or use for test purposes, acceptance will only take place after successful completion of the tests. As a matter of principle, the result of an acceptance must be recorded in writing in a protocol to be signed by both contracting parties.
- 10.5 Payments by Porsche do not mean that the contractual services have been accepted by way of partial acceptance or complete final acceptance or that this has been waived.

11. Material defects

11.1 Porsche must notify the Contractual Partner in writing of defects in the delivery of goods, insofar as they are obviously recognisable defects and transport damage as well as identity and quantity deviations, within 14 days of receipt of the delivery. In the case of all other defects in goods, the notification of defects is timely if it is made within 14 days of discovery of the defect.

11.2 Claims arising from liability for defects shall become statute-barred at the end of 36 months from the transfer of risk or acceptance, unless a longer limitation period is provided for by law.

11.3 In the event of defects, Porsche may, at its option, demand that the defect be rectified or that it be redelivered/remanufactured. If it is unreasonable for the contractual partner to remedy the defects, he is obliged to deliver a defect-free copy or to manufacture a new one. The costs of subsequent performance, including any installation and removal costs, shall be borne by the contracting party.

11.4 In the case of software, the Contracting Party shall remedy defects by delivering an error-free version. If Porsche cannot reasonably be expected to wait until the error-free version is provided, the contractual partner will provide an appropriate replacement or workaround solution at short notice in order to minimize the effects of the defect until the error-free replacement version is available.

11.5 If the Contracting Party refuses to perform the supplementary performance, if the subsequent performance has failed, if it is not reasonable for Porsche or if the Contracting Party does not comply with Porsche's request for subsequent performance within a reasonable period of time in the individual case, Porsche shall be entitled to further statutory claims for defects, including the right to perform it itself in the case of services under a contract for work and services.

11.6 Notification of a defect to the Contracting Party shall suspend the limitation period. Insofar as a defect has been notified to the contractual partner within the limitation period, the contractual partner waives the objection of limitation.

11.7 In all other respects, the statutory provisions shall apply.

12. Liability of the Contracting Party

Liability for damages and product liability of the contractual partner are governed by the statutory provisions.

13. Rights of third parties and defects of title

13.1 The Contracting Party shall ensure that the services to be provided by the Contracting Party and their results do not encroach on the rights of third parties by means of appropriate research in compliance with the care customary in the industry. If, contrary to this obligation, the contractual performance encroaches on the intellectual property rights of third parties, the contractual partner shall indemnify Porsche against all claims of third parties based on conflicting rights to the contractual performance, unless the contractual partner is not responsible for the defect of title.

13.2 If the rights of third parties would be infringed or an undisturbed use of the results would be hindered by the intended design of the contractual service, the contractual partner shall inform Porsche without delay. The contracting parties will jointly look for a different way of structuring the contractual performance. To the extent that third-party intellectual property rights cannot be circumvented, Porsche will decide whether the intellectual property right in question is to be used by way of a license. The contracting parties will agree on the distribution of the costs incurred on a case-by-case basis.

13.3 If a third party asserts an interference with a right in the case of the contractual service being used in accordance with the contract, the Contracting Party undertakes to bring about a clarification with the third party so that the third party no longer asserts any rights against the use of the contractual service and Porsche can use it undisturbed, unless the assertion of the rights by a third party is manifestly unfounded.

13.4 In addition, Porsche shall be entitled to the statutory claims for defects of title without restriction, whereby the limitation period is 36 months from the transfer of risk, unless a longer limitation period is provided for by law.

14. Provision

All material and non-material equipment provided by Porsche, such as documents, information, data carriers, system access, hardware or other objects, may only be used for the provision of the contractual services. Porsche retains sole ownership thereof. Access authorisations made available to the contractual partner by Porsche, in particular to IT and other systems, and the authorisation to use infrastructure, computers or licences shall end upon termination of the contract. At the same time, the contracting party shall return all identity cards and other items received from Porsche in connection with the contract. Electronic documents, information or access are not recoverable, destroyed, deleted or overwritten.

15. Term and Termination of the Contract

15.1 If the Contracting Party owes a work performance, Porsche may terminate the entire contract or parts thereof at any time, in the case of continuous performance, only with a reasonable notice. If the contractual partner is not responsible for the termination, his claim to remuneration is based on the statutory provisions with the proviso that the presumption pursuant to § 648 sentence 3 BGB is limited to 2.5 percent, unless the contractual partner can prove a higher amount. If the contract is terminated for good cause without observing a notice period, the contractual partner is only entitled to remuneration for the services completed and proven up to the date of termination, if Porsche can reasonably be expected to use these services and the services are usable. Otherwise, there is no entitlement to remuneration.

15.2 If the Contracting Party owes a service, Porsche may terminate the contract or parts thereof at any time. If the termination is due to the contractual partner's conduct in breach of contract for which he is responsible, or if the contractual partner terminates the contract without being prompted to do so by Porsche's conduct in breach of contract, only the services rendered up to that point in accordance with the contract, self-contained and proven are to be remunerated, insofar as these can be used by Porsche. Porsche's claims for damages remain unaffected. If the contractual partner is not responsible for the reasons for termination, Porsche will reimburse the expenses demonstrably incurred up to the termination of the contract and resulting directly from the order, including the costs of liabilities that cannot be resolvable accordingly. The contractual partner shall not be entitled to any further claims for performance or damages on the occasion of termination.

15.3 The rights to the results created up to the termination shall be transferred to Porsche as contractually provided.

15.4 After the performance of the service agreed upon in the Order, the Contracting Party shall not be requested to hand over all performance results as well as the documents provided to it by Porsche, including parts, samples and digital data carriers. A right of retention in respect of these documents exists only on the basis of undisputed or legally binding claims arising from the same legal relationship.

15.5 Any termination must be in writing.

16. Confidentiality

16.1 The Contracting Parties are obliged to treat all Confidential Information within the meaning of this Section 16 of the other Contracting Party confidentially, to protect it from access and knowledge by third parties, in particular by means of appropriate technical and organizational measures, and not to transmit or make available to third parties, in whole or in part, directly or indirectly, and to use it exclusively in accordance with and for the performance of the Contract and only to those of its employees who need the Confidential Information for the purpose of performing the contract and who are themselves subject to an obligation of confidentiality. Companies affiliated with Porsche pursuant to Section 15 of the German Stock Corporation Act (AktG) are not considered third parties by Porsche in the above sense.

"Confidential Information" means any written, oral, electronic, visual, or any other communication, document, disclosure, material, or other information, whether or not present, of the Disclosing Party, including, but not limited to, data, know-how, source code, technical and non-technical information, materials, prototypes, samples, specifications, pricing, and other operational information, and including all Reproductions thereof which are transmitted to the other Party in connection with the Agreement or otherwise made available, regardless of whether they are expressly marked as "confidential" or "protected" or whether the disclosing Party's intention to maintain secrecy results from the nature of the information or otherwise.

Information shall not be considered Confidential Information to the extent that the receiving Party can demonstrate that such information:

- were known, generally known or freely available to the public at the time of transmission or making available to the receiving Party;
- have become generally known or freely available to the public after their transmission or disclosure without direct or indirect breach of a duty of confidentiality vis-à-vis the disclosing Party;
- have been transmitted or made available to the receiving Contracting Party by a third party entitled to do so outside the scope of a duty of confidentiality vis-à-vis the disclosing Party;
- created or developed by the receiving Party without use of, or reference to, the Disclosing Party's Confidential Information;
- has been expressly identified or described in writing by the disclosing party as non-confidential; or
- the receiving contracting party is obliged to disclose on the basis of a final judicial or administrative decision.

The obligations under this clause 16.1 shall apply for the term of the contract or its performance and for a period of five years thereafter.

The subcontractors and subcontractors used in the context of the Project are not third parties within the meaning of this Regulation, provided that they are subject to a confidentiality obligation in accordance with the provisions of this Section 16.1, whereby the disclosure of Confidential Information shall be limited to those Confidential Information that they need to provide their services to the receiving Contracting Party.

16.2 The Contracting Party may only advertise the business relationship with the prior written consent of Porsche.

17. Information and cybersecurity

17.1 The Contracting Party has taken appropriate technical and organisational measures to avoid disruptions to the availability, integrity, authenticity and confidentiality of its information systems, components and processes as well as all Porsche information and data, and has implemented appropriate industry-standard standards, processes and methods to prevent all vulnerabilities, malicious code and other disruptions in the contractual services, identify, assess and remediate. In doing so, it complies with applicable standards such as IEC/ISO 27001, IEC 62443 or ISO 21434 and the state of the art. At Porsche's request, the Contractual Partner is obliged to have a TISAX test (www.tisax.de) carried out within a reasonable period of time with the TISAX test objective specified by Porsche and to make the result available to Porsche.

17.2 The Contracting Party shall test and evaluate the security of the contractual services before and – in the case of continuing obligations – regularly during the performance of the contractual services. The contractual partner will document the results in accordance with industry standards and make them available to Porsche upon request. Porsche is entitled, but not obliged, to comprehensively test, examine and process the contractual services at any time for vulnerabilities, malicious code and other malfunctions, in particular to remove, suspend or circumvent program protection devices. The Contractual Partner grants Porsche the necessary rights for this purpose. Porsche is entitled to commission third parties who are bound to secrecy to carry out these test measures. The Contractual Partner shall provide Porsche with appropriate support upon request. This right of Porsche does not restrict the obligations of the Contracting Party under this Section 17.

17.3 The Contracting Party shall designate Porsche as the responsible body for ensuring the security of information and shall provide the relevant contact information. The Contractual Partner shall immediately inform Porsche of any potential or actual disruptions to information security in text form and – in close coordination with Porsche and at its own expense – immediately initiate effective countermeasures that do not restrict the provision of the contractual services.

17.4 Upon request, the Contracting Party shall confirm to Porsche that it complies with the provisions of this Section 17 by means of written evidence, including recognised test reports (such as SSAE-16 SOC2 Type II). In addition, the Contractual Partner grants Porsche the right, after prior notification, to inspect and review all data relating to business transactions between Porsche and the Contractual Partner at the Contractual Partner's premises and to review information security measures; Porsche or third parties commissioned by Porsche to maintain confidentiality may enter the premises of the contractual partner during normal business hours for this purpose. The costs of the review shall be borne by the Contracting Party if violations of the provisions of the respective Contract and/or this EKB-IT are detected, unless such violations are not due to the Contracting Party's fault.

17.5 The Contracting Party shall impose obligations on its subcontractors and suppliers which correspond to the obligations in this clause 17.

18. Data protection and assignment of data

18.1 If the Contracting Party obtains access to personal data in the performance of the contractual services, it shall comply with the applicable data protection regulations, in particular process personal data exclusively for the purpose of providing the contractual services (purpose), ensure that its employees have access to the data only to the extent absolutely necessary, and oblige its employees in writing to maintain data secrecy, and disclose them via the data protection regulations to be complied with, and provide Porsche with proof of this upon request. In the event that personal data is processed by the contractual partner on behalf of Porsche, the data protection agreement required by Porsche must be concluded before the contractual partner gains access to personal data from Porsche (in particular the order processing agreement). The contractual partner assures that the processing of personal data attributable to Porsche or its customers will only take place within the territory of the Federal Republic of Germany, a member state of the European Union or a state party to the Agreement on the European Economic Area. Deviations from this must be expressly agreed in writing between Porsche and the contractual partner.

18.2 The contractual services must be provided in accordance with the requirements for data protection by design and by default (Art. 25 GDPR), insofar as these requirements are applicable to the contractual services. In this case, the contractual partner will provide Porsche with the documentation of the implementation of these requirements upon request and guarantees that the principles for the processing of personal data (Art. 5 GDPR) can be fulfilled when the contractual services are used for their intended purpose.

18.3 The Contracting Party acknowledges that all data generated by Porsche, the Contractual Partner, the End Customer or any other third party from or in connection with the use of the subject matter of the Agreement shall be assigned to Porsche, unless the End Customer or another third party is entitled to it under applicable law. The Contracting Party will not assert any ownership or other rights to this data and, in particular, will not use the data for "big data purposes", such as data collection, the creation of databases or the performance of data analyses. The right of the contractual partner to use data for the performance of this contract, insofar as this is necessary for this purpose, remains unaffected.

19. License Audit

If the contractual partner provides Porsche with a written indication of a sufficiently justified suspicion that the rights of use that the contractual partner has granted to Porsche for software made available for a limited period of time are being exceeded, Porsche will carry out a license audit (verification of compliance with the rights of use) with regard to the software in question and provide the contractual partner with written information about the result of the license audit.

20. Compliance and Sustainability

20.1 The Contracting Party undertakes to take all measures that are necessary and appropriate to combat corruption and to avoid other violations of the law, in particular antitrust law, competition law, environmental protection, customs and foreign trade law and the rights of employees. The Contracting Party shall take reasonable organisational measures (including legal or contractual) measures to prevent its legal representatives, employees, subcontractors, consultants or other third parties commissioned by it from making themselves liable to prosecution by committing or omitting acts, for example for bribery, corruption, granting of advantages, accepting of advantages, money laundering, fraud or breach of trust.

20.2 In the event of a breach of these obligations or if there is a reasonable suspicion of such a breach in connection with the performance of the obligations under this Agreement, the Contracting Party shall immediately inform Porsche and inform Porsche of the corrective measures it will take to remedy the breach and prevent future breaches. The Contracting Party shall fail to inform Porsche without undue delay or to

60 days after becoming aware of it, Porsche is entitled to take appropriate legal action, up to and including the termination of the affected contract without notice or the termination of the business relationship with immediate effect. It is incumbent on Porsche to refrain from such consequences and instead to take alternative measures if the contractual partner can credibly assure and prove that it has immediately taken countermeasures to avoid similar infringements in the future.

20.3 The Contracting Party shall indemnify Porsche, its legal representatives, organs and employees against all claims, damages, costs and expenses and, among other things, legal costs resulting from the breach of the obligations under this clause, provided that this breach is not attributable to Porsche or a third party commissioned by Porsche.

20.4 Insofar as Porsche or the authorities require insight into the production process or the provision of services and the documents and processes of the Contractual Partner relating to the order in order to verify certain requirements, the Contractual Partner undertakes to allow such a review or audit in its area and to provide all reasonable support in doing so.

20.5 In all other respects, the provisions set out in www.porscheengineering.com/peg/en/conditionsofpurchase/ available "Requirements of the Volkswagen Group for Sustainability in Relations with Business Partners (Code of Conduct for Business Partners)". In all other cases, the under www.porscheengineering.com/peg/en/conditionsofpurchase/ available provisions the guideline "Code of Conduct for Business Partners".

21. General Provisions

21.1 If one of the Contracting Parties ceases to make payments or if insolvency proceedings against its assets or an out-of-court settlement procedure are filed, the other Contracting Party shall be entitled to withdraw from the Agreement in respect of the unfulfilled part. This shall apply mutatis mutandis if the economic situation of a contracting party deteriorates in such a way as to seriously jeopardise the performance of the contract.

21.2 The place of performance for the contractual services of the contractual partner is the registered office of Porsche. Something else can be agreed for the delivery.

21.3 Should any provision of this EKB-IT and the other agreements made be or become invalid, this shall not affect the validity of the remainder of the contract. The contracting parties are obliged to negotiate in good faith a provision replacing the invalid provision. This applies mutatis mutandis in the event of a regulatory loophole.

21.4 The law of the Federal Republic of Germany shall apply exclusively. The application of the United Nations Convention of 11.4.1980 on Contracts for the International Sale of Goods (CISG) is excluded.

21.5 The exclusive place of jurisdiction is the registered office of Porsche, whereby Porsche reserves the right to assert claims at the court of the registered office of the contractual partner.

21.6 These EKB-IT have been prepared in German and English. In the event of contradictions and discrepancies between the German and English versions, the German version shall prevail.

Special part

First Section: Purchase and Rental of Hardware and Standard Software

22. Scope

The provisions of this section apply to the temporary or permanent transfer of hardware or standard software to Porsche.

23. Scope of Services and Subject Matter of the Agreement

23.1 Hardware is always supplied with pre-installed system and operating software (hereinafter: "Hardware"). In addition, the associated system and operating software is also made available to Porsche on a commercially available data carrier. The hardware is to be set up, installed, integrated and configured by the contractual partner, as well as handed over to Porsche ready for operation and transferred.

If the contracting parties have agreed on a temporary transfer of the hardware, the contractual partner shall provide the necessary maintenance and repair services in order to maintain the hardware in accordance with the contract during the rental period. The provisions of the second section "Maintenance of hardware and software" apply accordingly.

23.2 Standard software is made available to Porsche for use to the extent contractually defined. If agreed, standard software is to be installed and configured by the contractual partner, as well as handed over to Porsche ready for operation.

If the contracting parties have agreed on the provision of the standard software for a limited period of time, the contracting party shall provide the necessary maintenance and repair services in order to maintain the standard software in accordance with the contract during the rental period. The provisions of the second section, "Maintenance of hardware and software", apply accordingly.

As a matter of principle, the contractual partner provides the software in an executable manner in object code on commercially available data carriers. In the event of loss, accidental deletion or similar at Porsche, the contractual partner will provide a replacement free of charge.

23.3 Hardware and standard software shall be supplied with generally understandable documentation, in particular for installation, use, operation or maintenance, in German or at least in English. This is part of the main obligation to perform.

23.4 Porsche shall receive instructions from the Contractual Partner on the use and use of the hardware or standard software.

23.5 All services of the Contracting Party regulated in this Section 23, as well as the granting of the rights of use regulated in Section 24, are covered by the purchase or rental price for the hardware or standard software.

24. Rights of use

24.1 Insofar as the Contracting Parties have agreed on the purchase of the hardware or

standard software, the Contracting Party grants Porsche a non-exclusive, irrevocable, permanent, spatially and content-free right of use of the subject matter of the Contract, including for items of use unknown at the time of conclusion of the Contract. For the latter, the contracting parties agree on an appropriate remuneration in the event of the exercise of the rights. The use includes, in particular, the reproduction of the software provided for its contractual use, the storage including the necessary installation on IT systems, the loading, execution and processing of databases. The right of use includes, in particular, the right to edit and develop programs for Porsche by third parties that run together with the software, including for the purpose of establishing interoperability with neighboring systems and programs.

24.2 Insofar as the contracting parties have agreed on the rental of the hardware or standard software, the contracting party grants Porsche a non-exclusive, unless otherwise expressly agreed, right of use of the subject matter of the contract, which is not limited in terms of space or content, and is limited to the term of the contract. Porsche may make copies for archiving and backup purposes.

24.3 If the Contracting Party provides Porsche with corrections, patches, updates, upgrades or new versions of the software contained in the subject matter of the Agreement, or updated documentation (hereinafter collectively referred to as "Updates"), as part of the remedy of defects or within the scope of the care services to be provided in connection with the rental, the Contracting Party shall also apply to all provisions that the Contracting Parties have made for the last software provided, including the Rights of use.

24.4 All work results, in particular data or documents, in whatever form, which arise during or in connection with the use of the subject matter of the contract, are the property of Porsche. Porsche is entitled to all current or future rights of use and exploitation. The contractual partner is not entitled to use these work results beyond what is necessary for the contractual provision of services.

24.5 If special access tools, devices or special licenses are required for the use of the subject matter of the Agreement, the Contracting Party shall provide these in sufficient quantities.

24.6 Porsche shall be entitled to edit the subject matter of the contract, in particular in order to carry out changes, extensions or other modifications to the software, if Porsche grants the Contracting Party two attempts to remedy defects beforehand. Porsche is not entitled to any rights of use or exploitation of these works beyond the scope of the contract. Porsche is also entitled, within the limits of § 69e UrhG, to decompile the software contained in the subject matter of the contract. Upon written request, the Contractual Partner shall provide Porsche with all data and information required to establish interoperability with other hardware and software.

24.7 Porsche may make and use copies of the software provided to Porsche for the purpose of backing up and archiving. If Porsche has obtained software through online download, Porsche may copy it to data carriers. The rights to the software are then exhausted in the same way as in the case of an acquisition on a data carrier.

24.8 Third-party licence terms that apply in connection with the subject matter of the contract must be supplied to Porsche in full with the offer for the software prior to the conclusion of the contract, otherwise the provisions of this EKB-IT shall apply exclusively. Section 1.2 remains unaffected.

24.9 Subject to express agreements to the contrary, the above rights also apply to the companies of the Volkswagen Group within the meaning of Section 15 of the German Stock Corporation Act (AktG) and the associated companies FAW Automotive Company Ltd., Changchun, People's Republic of China and Shanghai Volkswagen Automotive Company Ltd. Shanghai, People's Republic of China.

25. Manufacturer's Warranty

If there are manufacturer's warranties for the subject matter of the contract, the contractual partner passes them on to Porsche, so that Porsche can assert warranty claims directly from the manufacturer or via the contractual partner. The corresponding guarantee declarations are provided by the contractual partner together with the subject matter of the contract.

Second Section: Maintenance of Hardware and Software

27. Scope

The provisions of this section apply to the provision of maintenance services for hardware and software.

28. Scope of Services and Subject Matter of the Agreement

28.1 The Contracting Party undertakes to care for and maintain the Hardware. He keeps the hardware in a condition suitable for Porsche's purposes and carries out the necessary maintenance and repair work.

If the contractual partner is to take over the maintenance of a system already in place at Porsche, it records any defects in a takeover protocol. He remedies the deficiencies in the scope of the care services, unless this significantly exceeds the scope of the usual care services and he has pointed this out in the takeover protocol.

As part of the maintenance, the contractual partner ensures the continued functionality of the hardware. This also includes the replacement of defective, state-of-the-art or unsafe hardware components. Porsche will acquire ownership of it with the delivery of new hardware components. The contractual partner disposes of the replaced hardware components and irretrievably deletes the data on them.

28.2 With regard to software (standard software or individual software), the Contracting Party undertakes to provide care and maintenance, including with regard to documentation. As part of his maintenance services, he keeps the software in a suitable and functional condition for Porsche's purposes at all times. The contractual partner ensures the ongoing development of the software and provides Porsche with upgrades and new versions at regular intervals, but at least once a year.

28.3 The Contractual Partner plans to carry out the maintenance work in such a way that the use of the hardware and software by Porsche is not impaired. If maintenance work is unavoidable during regular operating hours of the system, the contractual partner Porsche will inform Porsche of the reasons for this and arrange a maintenance window at an early stage (at least two weeks in advance). Updates that may have an impact on the productivity of Porsche's software must be installed within a maintenance window to be agreed with Porsche. Existing system requirements must be taken into account. Updates must not require significantly different system requirements.

Third Section: Development of Individual Software

31. Scope

The provisions of this section apply to the provision of conceptual design services in relation to software, to individual software development or to the adaptation of software for Porsche.

32. Scope of Services and Subject Matter of the Agreement

32.1 The Contracting Party shall provide individual services for Porsche in the field of conceptual design, development and adaptation of software, including the preparation of software and process specifications in rough, fine or test concepts, the creation and implementation of software or application designs, the development or parameterisation of software (hereinafter collectively referred to as "individual software").

32.2 Insofar as the Contracting Party is also to provide the maintenance and care of the Individual Software, the corresponding terms and conditions of the second section "Care of Hardware and Software" shall apply.

32.3 The Individual Software shall be delivered to Porsche in its entirety, including the documentation and all documents required for use, in a condition that is ready for operation or suitable for use. This also includes the source code, documentation about the development history, quality assurance processes and results, and applied quality management systems and development tools.

32.4 The individual software must be supplied with generally understandable documentation in German or at least in English. This is part of the main obligation to perform. In addition, all documents and information available for development that enable an IT specialist to install, operate, maintain and further develop the individual software must be attached.

32.5 The individual software must be installed, integrated and configured by the Contracting Party and handed over to Porsche ready for operation and transferred.

32.6 During the test and trial operation to be carried out in accordance with Section 35, the Contractual Partner shall assist Porsche in familiarizing itself with the functions of the Individual Software and shall instruct Porsche to the extent necessary.

32.7 All services of the Contracting Party regulated in this Section 32 as well as the granting of the rights of use regulated in Section 34 are included in the remuneration for work on the individual software.

33. Responsibilities and Obligations of the Contracting Party

33.1 If the service is provided using standard software that neither originates from the Contractual Partner nor is provided by Porsche, the Contractual Partner shall procure the

26. Test and trial operation

26.1 Prior to handing over the subject matter of the contract, the Contracting Party shall first check it itself for compliance with the contractual requirements and compliance with the product description and specification.

Subsequently, upon request, he supports Porsche in carrying out a test and trial operation. Only after confirmation of the successfully completed test and trial operation by Porsche will the price and performance risk be transferred to Porsche.

26.2 Upon completion, the test and trial operation shall be recorded in writing, including any errors that may have occurred in the performance of the contract. The Protocol shall be signed by both Contracting Parties. Porsche will immediately confirm a successful demonstration in writing. If requirements are not met, Porsche may refuse to confirm this. The contracting party must immediately remedy any defects that have occurred and demonstrate the contractual performance again within the agreed dates and deadlines in a test and trial operation. Upon successful completion of the test and trial operation, the contractual service is deemed to have been made available for acceptance by the contractual partner and the acceptance test at Porsche begins, which the contractual partner supports to the extent required.

28.4 When remedying faults, the Contracting Party shall observe agreed service levels.

28.5 All services of the Contracting Party regulated in this Section 28, as well as the granting of the rights of use regulated in Section 29, are included in the Care Fee.

29. Rights of use

29.1 The Contracting Party grants Porsche the rights of use to the Care Services in accordance with the contract on which the provision of the hardware or software is based.

29.2 Insofar as the Contractual Partner is commissioned with the isolated maintenance of hardware or software to which Porsche holds the exclusive rights, and Porsche has informed the Contractual Partner of this, the Contractual Partner grants Porsche rights to the updates in accordance with Section 34.

29.3 In all other cases of isolated maintenance of hardware or software, the Contractual Partner grants Porsche rights to the updates in accordance with Section 24.

30. Defects and Failures in Performance

30.1 In addition to clause 11, defective performance also exists if faults are not remedied, not to the necessary extent or not within the agreed rectification time, otherwise within a reasonable time. Insignificant deficiencies can be remedied by the contractual partner as part of the next regular care service.

30.2 Porsche hereby assigns warranty claims to which Porsche is entitled arising from the contractual relationships with equipment manufacturers and suppliers on which the contractual services are based to the contractual partner, who hereby accepts the assignment. The relevant contracts must be disclosed to the contractual partner to the extent necessary. The contractual partner then takes these into account in the provision of its services. Irrespective of this, Porsche itself remains entitled to assert the assigned claims itself after notifying the contractual partner.

30.3 If, in the event of an early termination of the contract for whatever reason, it is not possible for Porsche to transfer the care services to a third party or to continue it itself without impairment, Porsche may require the contractual partner to continue the contract beyond the date of termination, insofar as this is necessary to maintain business operations in the affected area. This applies as long as the full continuation of Porsche's business operations or by a third party is ensured, but no later than six months after the date of termination.

standard software and make it available to Porsche, unless otherwise agreed.

33.2 If Porsche incurs costs due to defective services that can only be claimed if the Contractual Partner is at fault, the Contractual Partner shall be responsible for the fault of the third parties to the same extent as for its own fault.

33.3 The Contractual Partner shall inform Porsche regularly about the progress of the provision of services.

33.4 The Contracting Party and its personnel are particularly qualified for the performance of the contract and have sufficient experience with comparable services. Porsche may demand proof of this and, failing that, demand a replacement of the project manager or deployed employees.

34. Rights of use

34.1 Ownership of all results and interim results of the Contracting Party arising in the course of the development of individual software, including source code, test and development reports, suggestions, ideas, drafts, designs, proposals, samples, models, drawings, CAD data sets, service descriptions, documentation, programs, software including aids created for this purpose, customizing services of existing standard software and other Performance results (hereinafter collectively referred to as "work results") shall be transferred to Porsche at the time of creation and, in the case of embodied items, upon handover of these items.

34.2 In all other respects, Porsche shall be granted the exclusive, compensated, irrevocable, temporally, geographically, temporally, geographically, and subject matter unrestricted, transferable and sub-licensable right to these work results upon their creation, at the latest upon their handover. This right of use includes all types of use, in particular the storage, loading, execution, processing of data, processing also by third parties, including the fixed connection with services of the contractual partner, the right of reproduction and distribution, the right to perform and present also in public, the right of remarketing as well as the right to make changes, transformations, translations, additions and further developments even without the use of an author's designation.

34.3 Insofar as innovations arise in the performance of the contractual services (including in particular inventions, technical improvement proposals, know-how, but also other individual intellectual and creative achievements), the Contractual Partner is obliged to inform Porsche thereof and to submit all documents necessary for the evaluation of the innovations. Porsche alone is entitled to file applications for intellectual property rights. The contractual partner will



make use of such innovations to its employees in a timely and unlimited manner and will support Porsche in obtaining the intellectual property rights, in particular making the necessary declarations. Should Porsche waive its right to register with the Contractual Partner in writing and grant a corresponding permission to register, the Contractual Partner shall be entitled to register the corresponding intellectual property right at its own expense. Porsche is entitled to a non-exclusive, royalty-free, transferable right of use to the intellectual property rights subsequently granted to the contractual partner, without restriction in terms of time, space and content. Porsche and the Contractual Partner shall each bear the employee invention remuneration only for their own employees.

34.4 To the extent that the contractual partner's existing intellectual property rights are required for the creation or exploitation of the contractual services at the time of conclusion of the contract, Porsche shall unavoidably receive a non-exclusive, temporally and locally unlimited, free of charge, transferable and sublicensable right of use for the exploitation of the contractual services by Porsche or commissioned third parties. Prior to the commencement of work, the contracting party shall inform the parties which of its intellectual property rights may be significant for the contractual services.

34.5 Insofar as the Contracting Party engages subcontractors, it shall ensure by means of appropriate contractual agreements that the subcontractors also make the aforementioned results and rights of use available to Porsche. Any use of the contractual services by the contractual partner or third parties requires the prior written consent of Porsche.

34.6 The above rights are also vested in the companies of the Volkswagen Group within the meaning of Section 15 of the German Stock Corporation Act (AktG) and the holding companies FAW Automotive Company Ltd., Changchun, People's Republic of China and Shanghai Volkswagen Automotive Company Ltd., Shanghai, People's Republic of China.

34.7 Any withdrawal from or termination of the contract shall not affect any sub-licences granted or rights of use granted.

35. Test and trial operation

35.1 Prior to handing over the subject matter of the Contract, the Contracting Party shall first check it itself for compliance with the contractual requirements and conformity with the product description and specification.

Subsequently, upon request, he supports Porsche in carrying out a test and trial operation. Only after confirmation of the successfully completed test and trial operation by Porsche will the price and performance risk be transferred to Porsche.

35.2 Upon completion, the test and trial operation must be recorded in writing, including any errors in the performance of the contract. The Protocol shall be signed by both Contracting Parties. Porsche will immediately confirm a successful demonstration in writing. If requirements are not met, Porsche may refuse to confirm this. The contracting party must immediately remedy any defects that have occurred and demonstrate the contractual performance again within the agreed dates and deadlines in a test and trial operation. Upon successful completion of the test and trial operation, the contractual service is deemed to have been made available for acceptance by the contractual partner and the acceptance test at Porsche begins, which the contractual partner supports to the extent required.

36. Special Acceptance Requirements

36.1 Porsche shall only be required to carry out an acceptance test after the test and trial operation has been carried out properly and successfully.

36.2 Defects in the present contractual services identified during the acceptance test are assigned by Porsche to the following classes:

36.2.1 Class 1: the defect means that the subject matter of the contract or an important part of it is not economically usable for Porsche.

36.2.2 Class 2: Errors cause significant restrictions on use of important functions of the subject matter of the contract, which cannot be circumvented for a reasonable period of time that is reasonable for Porsche.

36.2.3 Class 3: Other Errors.

If class 1 or 2 defects are detected, Porsche is entitled to refuse to accept the subject matter of the contract and to terminate the acceptance test. In the case of Class 3 defects, Porsche may refuse acceptance if, when viewed as a whole, the contractual performance is not only insignificantly defective, for example, smooth and trouble-free work is not only insignificantly more difficult. In this case, the Contracting Party shall immediately remedy the defects and make its service available again for acceptance. The contractual partner shall bear all costs incurred by Porsche as a result of the repetition of the test and trial operation. Porsche's rights in the event of deadlines or deadlines being exceeded as a result remain unaffected.

36.3 If Porsche accepts the contractual service despite the fact that defects are not only insignificant, these must be recorded in the acceptance protocol and remedied by the contractual partner without delay.

36.4 The Contracting Party may prove that it is classified in a different class of defects or that it is free of errors.