



General Contract Terms and Conditions of Deutsche Bahn AG and its Affiliated Companies for the maintenance of software and/or hardware

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- 1.1 General obligations of the contractor, integrity clause
 - 1.2 These contractual terms and conditions of the Client shall apply exclusively. Any contradictory, supplementary or divergent terms and conditions specified by the Contractor shall form a component part of the contract only if expressly accepted in writing by the Client. This shall also apply to any terms and conditions that are specified in order confirmations or other confirmations of the Contractor. Acceptance of goods/services shall not constitute acceptance of the terms and conditions of the Contractor. The Contract Terms and Conditions of the Client shall also apply if the contract with the Contractor is executed without reservation, despite knowledge of contradictory terms and conditions, supplementary terms and conditions or terms and conditions that diverge from these Contract Terms and Conditions of the Client.
 - 1.3 The services must comply with the standards and norms of the Client agreed in the contract and the recognized rules of technology applicable at the time the service is provided. The Contractor shall notify the Client in writing without undue delay of any reservations it may have about executing services in the manner requested by the Client, or if the Contractor believes that it is being obstructed by a third party or by the Client from executing these services. The Contractor is aware of the hardware and software environment existing on the Client's premises at the time the contract is concluded and this does not prevent maintenance services being provided.
 - 1.4 The Contractor shall ensure that the services meet the objective of the contract and that they are carried out with the required profitability.
 - 1.5 The Contractor shall abide by the contractual remuneration agreements. Subject to Item 13.4, any claim to amended remuneration requires agreement on the amount of this remuneration prior to execution of the service and must be in writing for evidentiary purposes.
 - 1.6 The Contractor shall take technical developments into account in the execution of the contract and inform the Client in good time of any expedient changes.
 - 1.7 As a general rule, the Contractor's services must be carried out personally by the Contractor or by its employees. The Contractor guarantees that only reliable employees with the requisite technical skills will be deployed and that these employees will be committed to exercising the utmost care and attention to detail. If the Contractor performs its services at the Client's premises, the Contractor shall deploy personnel who speak German. Similarly, if the Contractor engages subcontractors, they must also have suitable technical qualifications; in addition, this requires prior written consent of the Client, which may not be refused without good reason. If any personal data is processed, consent can be refused due to the lack of data protection measures.
 - 1.8 The Contractor and its employees shall not be integrated into the business organization of the Client. To this extent, they are not subject to the authority of the Client. Any legal right to issue instructions (e.g. in accordance with procurement law, data protection law or railway law, or to comply with occupational health and safety and accident prevention) shall remain unaffected by this. The Contractor must ensure that it or persons appointed by it actively exercise instruction and supervision authority towards its employees.
 - 1.9 Within the framework of the contractual relationship, the contracting parties agree to take all necessary measures to prevent corruption, other criminal offenses and other forms of gross misconduct. They agree, in particular, to take all necessary precautions within their companies to prevent gross misconduct in Germany and abroad. Irrespective of the form of participation in committing, inciting, or aiding and abetting an offense, gross misconduct includes
 - a) serious offenses that have been committed in the course of business. These include criminal offenses that involve, in particular, fraud, abuse of trust, document forgery or similar offenses,
 - b) offering, promising or granting undue benefits to any civil servant, public official or other office holder or person specifically bound to carry out public service duties (bribery or granting an undue advantage), or to Management Board members, managing directors or other employees of Deutsche Bahn AG or its Group companies (bribery in business conduct),
- c) offering, promising or granting undue benefits to any person engaged in a freelance capacity by Deutsche Bahn AG or its Group companies who is active in the award or execution of a contract, e.g. technical designers, consultants or project control officers,
 - d) in connection with the activity of the Contractor for Deutsche Bahn AG or its Group companies, offering, promising or granting undue benefits to any other German or foreign civil servant, public official or other office holder or person specifically bound to carry out public service duties or to any employee or appointee of any other businesses in relation to the initiation, award or execution of a contract by third parties,
 - e) any unauthorized procurement, securing, use or communication of trade or business secrets for competitive purposes, for personal gain, for the benefit of a third party, or with the intention of inflicting damage or loss on the business owner, or any unauthorized use or communication, for competitive purposes or for personal gain, of documents or technical instructions entrusted in the course of business dealings, and any unauthorized use or transmission, for competitive purposes or for personal gain, of documents, technical instructions or trade information of the Client entrusted in the course of business dealings, including any such material supplied on data carriers,
 - f) any violation of regulations designed to protect unimpeded competition, in particular violations of hardcore antitrust restrictions in accordance with Article 101 of the Treaty on the Functioning of the European Union and Section 1 of the German Competition Act (*Gesetz gegen Wettbewerbsbeschränkungen*, "GWB") (price, bidding, quantity, quota, customer allocation and territorial agreements),
 - g) Any violation of economic sanctions or the circumvention of European Union sanctions or of other applicable national, European and international embargo or trade-control regulations, and
 - h) other serious offenses or gross misconduct. These include criminal offenses, in particular terrorist offenses, involvement in a criminal organization, money laundering and terrorism financing, child labor and other forms of human trafficking or similar offenses.
- Gross misconduct in the aforementioned sense shall also be deemed to have been committed if persons who are associated with employees, managing directors or Management Board members of the Deutsche Bahn Group are offered, promised or granted undue advantage, and if specific assistance with design and tendering is provided in order to subvert competition.
- 1.10 If, at the time of the contract award, the Contractor or persons appointed by it or acting on its behalf are shown to have come to an agreement that represents an unlawful restriction of competition, the Contractor shall pay compensation in the amount of 15% of the net contract value, unless it is not responsible for the violation. This shall not impede the right of the Contractor to prove the damage is lower or of the Client to prove the damage is higher and the right of both to assert any such claims. Furthermore, other contractual or legal claims of the Client shall remain unaffected.
 - 1.11 If, in the context of a contract award or providing services, an employee, a managing director or board member of the Contractor, or of any subcontractor appointed by the Contractor, commits gross misconduct within the meaning of Item 1.9 to the detriment of the Client, the Contractor shall pay the Client a contractual penalty, unless it is not responsible for the violation. The penalty shall amount to
 - a) 7% of the net contract value if the gross misconduct was committed by a managing director or board member of the Contractor, or



- b) 5% of the net contract value if the gross misconduct was committed by an agent holding full power of attorney or an authorized representative, or
- c) 2% of the net contract value if the gross misconduct was committed by other employees or subcontractors of the Contractor,

but the minimum contractual penalty shall amount to EUR 5,000. This contractual penalty shall not affect the rights of the Client to claim damages for misconduct. However, in this case, the contractual penalty shall be offset against any such claims for damages. It shall be possible to assert such claims until the final payment is made.

A contractual penalty in accordance with this provision shall be inapplicable if an act of gross misconduct within the meaning of Item 1.9 is committed by a subcontractor of the Contractor and the choice of this subcontractor was made obligatory by the Client, and/or if the Contractor or its employees, board members or managing directors, or other third parties working under its instruction, did not participate in committing this act of gross misconduct.

Cases of unlawful restriction of competition according to Item 1.10 and concurrent acts of gross misconduct according to Item 1.9 (whereby the same offender commits several separate acts of gross misconduct punishable under criminal law or whereby one and the same act of gross misconduct is an offense against several different statutory provisions) shall not be subject to the contractual penalty. Item 1.10 shall apply conclusively in this regard.

- 1.12 If an act of gross misconduct within the meaning of Item 1.9 is verifiably committed by an employee, managing director or board member of the Contractor,
 - a) the Client shall be entitled to invoke extraordinary termination of the contract without notice,
 - b) the Contractor can be debarred from competing for orders awarded by Deutsche Bahn AG and its Group companies for a period of up to five years, unless otherwise specified by law. If the Contractor can provide evidence of appropriate and sufficient self-corrective actions, the ban does not have to be enforced. The severity and the circumstances of the misconduct shall be taken into account.

The extent of the ban and the readmission to the competitive tendering process are governed by the Deutsche Bahn AG guidelines on barring contractors and suppliers. These guidelines may be inspected at any time at the Client's premises.

- 1.13 The Contractor undertakes to assist actively with the prevention of gross misconduct within the meaning of Item 1.9 and the investigation of suspected gross misconduct, as well as to cooperate with the Client in this respect.
- 1.14 If the Contractor gains knowledge of facts that constitute a suspicion of gross misconduct within the meaning of Item 1.9 and impact on the Client, the Contractor is obliged to notify the Client of such in writing (*Textform*) without undue delay. Furthermore, if such gross misconduct lies within the sphere of the Contractor, the Contractor is obliged to investigate the circumstances of the case without undue delay. If the suspicion is confirmed, the Contractor is obliged to take appropriate specific technical, organizational and personnel measures to terminate the misconduct without undue delay and to prevent such misconduct in the future. The Contractor shall promptly inform the Client in writing (*Textform*) on the progress and outcome of the investigation of the circumstances of the case and on any measures taken.
- 1.15 The Client and the Contractor shall each give their consent to the other party within the context of their contractual relationships for regular mutual checks of their information against the latest versions of the sanctions lists, including the European Union Consolidated Financial Sanctions List, the United Nations Security Council Consolidated List, the US Department of the Treasury's Office of Foreign Assets Control (OFAC) sanctions lists, the United Kingdom's Office of Financial Sanctions Implementation (OFSI) sanctions lists and the Swiss State Secretariat for Economic Affairs (SECO) sanctions list. When doing so, they shall observe all relevant provisions based on data protection law, especially with regard to data economy and data security.

The Contractor declares that its company, its employees and all other natural or legal persons which have an indirect or direct majority interest (50% or more) in the Contractor or which control the Contractor in any other way, legally or actually, solely or jointly, are not included on any of the aforementioned sanctions lists. The Contractor undertakes to use appropriate measures to ensure that the requirements of current sanctions, in particular financial sanctions, embargoes and trade-control regulations of the European Union and its Member States, the United Nations, the United States,

the United Kingdom and Switzerland are implemented in its company's business operations. This also includes not entering into or maintaining any business relationships with natural persons, companies or organizations that are included on one of the aforementioned sanctions lists or are owned or controlled by sanctioned persons, companies or organizations and not entering into any transactions with such natural persons, companies or organizations within the scope of and in connection with the execution of this contract, as well as fulfilling the order without the use of goods or services related to sanctioned goods that are subject to the aforementioned financial sanctions, embargo measures and foreign trade regulations of the European Union and its Member States, the United Nations, the USA, the United Kingdom and Switzerland.

Furthermore, the Contractor undertakes to disclose to the Client in writing (*Textform*) without undue delay any positive results found during checks against the aforementioned sanctions lists, as well as any instance by which the Contractor or natural persons, companies or organizations which own or control the Contractor become a sanctioned natural person, company or organization. The assertion of claims for damages of any type (in particular, due to default or non-performance) and the assertion of other rights by the Contractor are excluded if these are associated with the Client's compliance with applicable sanctions. This does not apply in the event that the Client is accused of intent or gross negligence. The Client shall be entitled to terminate the contract without notice in the event that the Contractor violates the applicable sanctions or the Contractor or natural persons, companies or organizations which own or control the Contractor, become sanctioned. Further claims shall remain unaffected by this. The Client is entitled to invoke extraordinary termination of the contract if any matches are found during the aforementioned checks.

The rules and obligations of this Item 1.14 shall apply only to the extent that their arrangement or the making or obtaining of a declaration based thereon does not result in the Client or the Contractor violating Article 5 (1) of Council Regulation (EC) No. 2271/96, Section 7 of the German Foreign Trade and Payments Ordinance (Außenwirtschaftsverordnung, "AWV") or similar anti-boycott or non-discrimination regulations.

2 Cooperation, supply chain due diligence obligations

- 2.1 Where required for the purposes of executing the contract, the Contractor shall agree on the key work steps of its services with the Client's contact person before execution begins and before final provision; the Contractor's responsibility for its services remains unaffected. The Contractor shall provide the Client with the necessary information on the contract fulfillment without special remuneration, shall grant the Client access to its documents relating to contract performance at its business premises upon request and shall inform the Client of all circumstances relating to contract performance that are necessary for the Client to know. The confidentiality interests of the Contractor must be taken into account.
- 2.2 The Contractor shall inform the Client of all details relating to contract fulfillment where knowledge of these details is necessary for the Client.
- 2.3 The Contractor warrants that its service will not contain any AI systems or AI models within the meaning of the EU Artificial Intelligence Act without the prior consent of the Client in writing.
- 2.4 The contact person nominated by the Client for execution of the contract is authorized exclusively for functional collaboration with the Contractor. The contact person is not authorized to issue contract-forming statements (e.g. amendments or supplements to the contract or suspension or termination of the contract).
- 2.5 The contracting parties shall make reasonable efforts to comply with the human rights and environmental provisions of the agreed code of conduct.

3 Troubleshooting, hotline

- 3.1 If the Contractor has assumed responsibility for troubleshooting as part of software maintenance or hardware maintenance, it shall be obliged to determine the causes of the error (hereinafter: to react) and eliminate them after receiving the error message from the Client. If the Contractor is unable to eliminate the causes of the errors, it must take measures to circumvent or bypass the errors. Troubleshooting also includes adapting the documentation.

The Contractor shall process reported errors within the following deadlines:

- Error Class 1:

Error Class 1 is assigned if it is not possible or unreasonably restrictive to use the software to be maintained or the hardware to be



maintained in an economically viable manner or if the software to be maintained or the hardware to be maintained is the cause of a production standstill. In this case, the Contractor must respond immediately upon receipt of the error message and subsequently rectify the error without delay.

▪ Error Class 2:

Error Class 2 is assigned if the software to be maintained or the hardware to be maintained can only be used for its intended purpose in an economically viable manner with restrictions or if the software is the cause of significant production restrictions. In this case, the Contractor must respond no later than two hours after receipt of the error message and then rectify the error immediately.

▪ Error Class 3:

Error Class 3 is given if the software to be maintained or the hardware to be maintained is essentially usable despite the error. In this case, the Contractor must respond no later than two working days after receipt of the error message and then rectify the error immediately.

Immediate fault rectification must be carried out without interruption and with sufficient personnel.

- 3.2 If the contract includes software maintenance services, the Contractor shall deliver updates or releases free of any viruses that are known according to the state of the art. Together with the delivery of updates or releases, the Contractor shall deliver or adapt the associated software documentation. If the use of releases by the Client requires adaptations to the Client's existing hardware/software environment, the Contractor shall inform the Client of this at the same time as the release offer.
- 3.3 If the contract includes hardware maintenance services, the Contractor must document the maintenance suppliers and hand over the documentation to the Client. Defective parts of the hardware removed by the Contractor which have been replaced by new or fault-free parts shall become the property of the Contractor upon removal. The Contractor shall be responsible for the removal of the dismantled parts, unless the service has been provided at the Contractor's registered office.
- 3.4 As part of the hotline service, the Contractor advises and supports the Client by telephone in the event of application problems and in the elimination or temporary bypassing of minor errors.

4 Performance by the Client

- 4.1 If the Client changes its hardware or software during the term of the contract, the Client must inform the Contractor of this in text form if the change affects the Contractor's contractual services. The Contractor shall inform the Client in text form of any adverse effects of the change that are known or detectable to the Contractor. The Client's obligation to provide information does not apply if the Client has made the changes in consultation with the Contractor.
- 4.2 The Client shall provide all necessary documents and information to the usual extent that the Contractor requires for fault diagnosis and rectification, and shall grant the necessary access to the rooms, machines and hardware or software. In addition, the Client shall provide the Contractor with the necessary machine/computer capacities and data. The above-mentioned services shall be provided by the client free of charge. However, the client is not obliged to participate in the fault diagnosis and rectification.

5 Acceptance

- 5.1 The client shall test the updates, releases, replacement programs, etc. supplied to him within the scope of software maintenance and shall declare acceptance after one month at the latest or refuse acceptance with good reason. The software and documentation shall be deemed to have been accepted if the client has not refused acceptance within one month of delivery or if the client uses the software productively without reservation.
- 5.2 If the Contractor has performed acceptance-ready services in accordance with the contract, it shall offer these to the Client and requests in writing to have these services accepted. Unless otherwise agreed in the contract, Item 5.1 applies accordingly.

6 Assignment of claims, offsetting

- 6.1 The Contractor shall not be permitted to assign its claims against the Client to third parties. Section 354a of the German Commercial Code (Handelsgesetzbuch, "HGB") remains unaffected.
- 6.2 The Contractor shall not be entitled to exercise any lien or other right of retention if this is based on counterclaims from other legal transactions with the Client.
- 6.3 The Contractor shall be entitled to offset its claims only against claims (including claims arising from other legal relationships) that are

undisputed or that have been established as final and absolute by a court of law.

- 6.4 The Client shall be entitled to full rights of lien and offsetting.

7 Transfer of ownership of documents, right of use, industrial property rights

- 7.1 The Contractor shall make the work results it shall produce during contract performance directly available to the Client. If work results are owed in electronic form, the Contractor shall transmit them in a digital format that is customary in the industry.
- 7.2 If the Contractor maintains standard software, the Client shall receive the irrevocable, non-exclusive, geographically unrestricted right of use in rem to the software (replacement programs, releases, updates, etc.) and documentation supplied by the Contractor as part of the software maintenance without special remuneration at the time of their transfer to all work results protected by copyright (software, documentation, source code, etc.) of the Contractor in perpetuity. The Client shall be entitled to transfer the right of use to its affiliated group enterprises. The client is entitled to reproduce the software and documentation supplied as part of the maintenance, insofar as this is necessary for the purposes of the contract. The legal regulations concerning the right of the Client to reproduce software remain unaffected. Furthermore, the client is prohibited from reproducing the software.
- 7.3 If the Contractor maintains individual software of the Client, the Client shall receive the irrevocable, exclusive, geographically unrestricted and transferable right in rem to use the software and documentation supplied by the Contractor as part of the software maintenance (replacement programs, releases, updates, etc.) and documentation without special remuneration, at the time of their creation in perpetuity, in particular to reproduce, further develop or modify them, to make them accessible on the Internet and to publish them.
- 7.4 If the Contractor maintains hardware, the Client shall receive the irrevocable, non-exclusive, geographically unlimited and freely transferable right of use in rem to the supplied documentation of the maintenance services and other documents without special remuneration at the time of their transfer in perpetuity. The client may use the documentation in all ways - including those not yet known - and in particular reproduce it, modify it, make it accessible on the Internet and publish it.
- 7.5 Insofar as the Work Results contain preexisting rights belonging to the Contractor or third parties, the Contractor warrants that the Client may use these rights and non-industrial data as elucidated above. The Contractor shall grant the Client a non-exclusive right of use to these rights, including all materials, techniques and working methods as well as know-how, but otherwise in accordance with the aforementioned provisions, insofar as this is necessary for the use of work results described above and insofar as this is not already part of the agreed scope of services.
- 7.6 The above provisions shall continue to apply after termination of the contractual relationship.

8 Claims for defects

- 8.1 The Contractor shall be liable for ensuring that its work is free from defects and suitable for the contractually defined purpose.
- 8.2 The Client shall notify the Contractor, within a reasonable period of time, of any defects ascertained.
- 8.3 The Contractor shall remedy any defects reported in accordance with section 3.1. If the Contractor falls behind with rectification of the defects, Item 14.2 shall apply accordingly.
- 8.4 The limitation period in which rights and claims arising from defects may be asserted shall be 24 months unless the law specifies a longer period. This period begins upon acceptance. In the case of acceptance of partial services, the limitation period begins with the acceptance of the respective partial service. The limitation period for the interaction of all partial services (overall service) begins with acceptance of the final partial service. If a work item is used productively by the client, the limitation period shall begin on the first day of unconditional productive use.
- 8.5 In the case of defects, the Client is entitled to all statutory claims and rights. Under an agreed guarantee, the Client has at least all claims and rights to which the Client is legally entitled in the event of defects in the service.
- 8.6 Rectification of the defects also includes correction of the documentation if this is affected by the Contractor's breach of duty.
- 8.7 If the Contractor supplies updates, upgrades or a new version of the software or provides repaired or new hardware to remedy material defects, it must ensure their functionality at the Client's premises at



its own expense and deliver the associated documentation in German and in printed and electronic form.

- 8.8 If the notification of defects is justified, the limitation period in accordance with Item 8.4 is extended by the period during which the software or hardware cannot be used for their intended purpose due to the defect; this applies to the maintenance work as a whole. Statutory regulations concerning the suspension of the period of limitation shall remain unaffected.
- 8.9 The Contractor shall bear the costs of the search for defects in the event of justified complaints. If, following consultation, the Client supports the Contractor in tracking the defects that have justifiably been reported, the Contractor shall reimburse the Client for all verified expenses that the Client has incurred in connection with tracking the defects.
- 8.10 The Contractor shall reimburse the Client for all verified necessary expenses that the Client has incurred in connection with subsequent performance.

9 Intellectual property right infringements

- 9.1 The service provided by the Contractor must be free of third-party rights. If use in accordance with the contract is restricted or forbidden due to the infringement of third-party intellectual property rights, the Contractor is obliged, at its own expense and at its own choice, to either change the service or replace it so that the property right infringement is eliminated but the contractual terms and conditions are still complied with, or to obtain the usage right so that the service can be used by the Client in accordance with the contract and without restriction or additional costs.
- 9.2 If the Contractor delivers updates, upgrades or a new version of the software to remedy defects of title, it must ensure that the software is functional at the Client's premises at its own expense and deliver the associated documentation in German and in electronic form.
- 9.3 At the first request, the Contractor shall release the Client from the claims that a third party asserts against the Client due to an infringement of intellectual property rights and, from the time of the first request, the Contractor shall handle the dispute with the third party, unless the Contractor is not responsible for the infringement of intellectual property rights. The Client shall support the Contractor here to the extent necessary. The Contractor shall reimburse the Client for the verified necessary expenses incurred in this regard. The Client is obliged to notify the Contractor in writing without undue delay if claims are asserted against the Client due to the infringement of intellectual property rights. The period of limitation for the right of indemnity shall be limited to a period of two years from the date on which the circumstances establishing this right become known to the Client or would have become known to it had it not acted in a grossly negligent manner. Otherwise, the right of indemnity shall lapse after a period of ten years from the date of establishment of this right, irrespective of the Client's knowledge or grossly negligent ignorance.
- 9.4 In all other respects, statutory regulations regarding the liability for defects shall apply.

10 Liability insurance

- 10.1 The Contractor is obliged to take out liability insurance to cover its risks under the contract, and must provide the Client with proof of this insurance cover at any time upon request. The Contractor's liability insurance must include, as a minimum, the following insured sums per incident:
- For personal injury and property damage plus consequential loss EUR 2,500,000.00.
 - For pecuniary loss EUR 500,000.00.
- 10.2 The afore-mentioned coverage must be available at least twice per insurance year.

11 Protection against the misappropriation of trade secrets, confidentiality, data protection, return of documents

- 11.1 The contracting parties shall ensure that any persons they entrust with processing, performance of or handling the contract comply with statutory privacy regulations and the German Federal Trade Secrets Act (GeschGehG).
- Additionally, the contracting parties shall keep confidential any information, documents or items concerning personal data, operating secrets or trade secrets obtained from the other contracting party's sphere, as well as any information that is labeled as confidential or is to be assessed as confidential for any other reason, regardless of whether the information has been communicated verbally, in writing or in any other way, such as digitally.
- This obligation applies regardless of whether the information that is to be assessed as confidential has been labeled accordingly or is

subject to technical or organizational protective measures. If the information to be exchanged does not meet the criteria of a trade secret in individual cases according to the GeschGehG, it shall still be subject to the duty of confidentiality in line with the intentions of the contracting parties, provided that it recognizably constitutes confidential information as far as the other contracting party is concerned.

- 11.2 The contracting parties shall refrain from disclosing the confidential information, take appropriate non-disclosure measures to protect against unauthorized access, and refrain from passing information on to third parties without authorization or using it for purposes other than what has been contractually agreed. Appropriate measures for ensuring confidentiality include using technical security measures that are in line with the state of the art (Article 32 of the General Data Protection Regulation [GDPR]) and obligating employees to maintain confidentiality and observe data protection measures in accordance with the GDPR. If the contracting party transferring the information has provided specifications for maintaining the confidentiality of particularly sensitive information based on different confidentiality levels, the other contracting party must maintain the information in line with these specifications. Each contracting party may request that the other contracting party provide information about or evidence of the nature and scope of its security measures. The duty of confidentiality does not apply to information or items that the receiving contracting party is able to prove (1) was/were generally known or readily available without violations, either wholly or in the format and combination provided, to persons who normally handle such information; (2) is/are becoming publicly accessible at a later point without any breaches of the obligation to maintain confidentiality; or (3) was/were verifiably obtained by the receiving contracting party itself without use of or reference to the confidential information of the other contracting party; or (4) was/were made known to the receiving contracting party from an authorized third party in a legal manner, without any violations of this obligation of secrecy.

If a contracting party is obliged to disclose some or all confidential information due to applicable legislation, court orders or official orders, the contracting party shall notify the owner of the confidential information of this in writing without undue delay and make all reasonable efforts to reduce the extent to which the information is disclosed to a minimum and, where necessary, provide the owner of the confidential information with any reasonable support required to obtain a protection order against the disclosure of all confidential information or parts thereof.

- 11.3 The contracting parties shall impose the same obligations on all persons - whether they are employees or third parties - that were entrusted with processing, performing or handling the contract at the time of the contract being formed or are entrusted with this occasionally as part of collaboration. The contracting parties shall also provide evidence of this obligation to the other contracting party on request. Additionally, the contracting parties shall only disclose confidential information to those persons who are reliant on knowing the information for the contractually agreed purpose.
- 11.4 Transferring the information does not transfer any rights or licenses to the other contracting party, unless otherwise expressly specified in other contractual provisions. The Contractor shall in no way commercially use or imitate (particularly by means of reverse engineering) the confidential information for purposes outside of this agreement, nor shall it have the confidential information used or imitated by third parties for purposes outside of this agreement. Furthermore, it shall not register any commercial intellectual property rights in relation to the confidential information - particularly brands, designs, patents or utility models - where using the confidential information in this way does not conform to the intended purpose of the contract.
- 11.5 Each contracting party may terminate the contract without notice if the other contracting party is in breach of its aforementioned obligations. Claims for damage compensation and any other claims or rights (according to the GeschGehG, for example) shall remain unaffected. The obligations to maintain confidentiality shall remain in place for a further five (5) years after the contract has come to an end or has been terminated.
- 11.6 The Contractor undertakes to treat all documents handed over to it by the Client confidentially and, after completion of the contract, to return them without undue delay or securely delete or destroy them if requested. The Contractor is not entitled to the right of lien in respect of these documents. Legal retention requirements shall remain unaffected hereby.
- 11.7 If execution of a service by the Contractor is associated with activities for which, in the opinion of the Client, the conclusion of a commissioned data processing agreement within the meaning of



- Article 28 of the GDPR or any other privacy agreement is required, the Contractor is obliged to negotiate and conclude such a contract or agreement based on the standard sample contract of the Client or one of its affiliated companies without undue delay and with the required specific amendments in each case. In the case of services with a foreign element, the Contractor is obliged, at the request of the Client, to conclude an order data processing contract or any other privacy agreement based on a sample contract specified by the Client.
- 11.8 Without prejudice to the provisions above, the Contractor may provide information about (partial) order values or (partial) prices to third parties only in cases that are strictly prescribed by law. The same applies to any communication of rounded or approximate figures, and to percentage comparisons with previous orders. Press releases and other communications regarding orders that have been issued are only permitted in consultation with the Client.
- ## 12 Termination
- 12.1 If neither a specific term nor a notice period has been contractually agreed in contracts for a continuing obligation, the contracting parties are entitled to terminate the contract subject to a notice period of three months.
- 12.2 If the contract includes software maintenance services, the client is entitled to terminate the contract for cause by giving three months' notice to the end of a quarter if the software to be maintained is permanently taken out of operation.
- 12.3 The right to extraordinary termination for cause without notice shall remain unaffected. In particular, cause exists in cases where a contracting party violates the contract so severely that the other contracting party is unable to reasonably engage in any further collaboration. This may involve, for instance, a significant infringement of the principles and requirements set out in the agreed code of conduct, or multiple individual contractual violations that exceed the limits of what is considered reasonable. If it is possible to remedy the breach of contract, the right to terminate without notice may only be exercised if the grace period lapses without rectification of the contractual breach.
- 12.4 The Client is also entitled to extraordinary termination of the contract without notice and without any further preconditions if the ability to fulfill the contract correctly is put at risk due to the Contractor's financial situation significantly worsening. This applies in particular if (i) the Contractor repeatedly fails to pay its subcontractors on time, or (ii) no contractually agreed sureties have been issued, or (iii) insolvency proceedings have been rejected due to a lack of assets.
- 12.5 Notice of termination must be given in writing (*Textform*).
- ## 13 Amendment in service, additional service
- 13.1 When concluding the contract, the Contractor has already taken into account the usual changes and difficulties associated with such services. As a result, the client is entitled to demand the changes or additions that arise in the course of a specification without this changing the terms of the contract.
- 13.2 The Client is entitled to request changes to the service or additional services from the Contractor in writing until acceptance. The Contractor is obliged to implement the change or the additionally transferred services as long as it does not deem them to be unreasonable. The effects on contract deadlines and on remuneration shall be agreed in writing in the form of a supplement to the contract. Unless amendments to the remuneration or deadlines are agreed in the supplement to the contract, the amended or additional service is to be carried out in the framework of the existing remuneration agreement or deadline agreement.
- 13.3 If, during the execution of amendments or additional services, it emerges that the requirement for amendments or the requirement for additional services is due to an error on the part of the Contractor when executing the contract, the agreements on any changes to remuneration or deadlines shall become void.
- 13.4 If the contract includes hardware maintenance services and the Client's stock of the hardware specified in the contract increases or decreases, the Client shall notify the Contractor of the change in stock immediately in text form. Upon receipt of the notification by the Contractor, the inventory shall be deemed to have been changed accordingly. If the Contractor's scope of services changes by at least 5% due to the change in inventory, the parties undertake to adjust the flat-rate remuneration. The provisions of the contract apply to the amendment, otherwise the law applies.
- ## 14 Delivery/performance time, penalty for delay
- 14.1 The delivery/performance dates and deadlines specified for the Contractor in the contract are binding.
- 14.2 In case of delay on the part of the Contractor with regard to a goods or obligation to render services, or if the service cannot be accepted on time due to defects, the Client shall be entitled to impose a contractual penalty amounting to 0.3% of the contract value of the delayed service for each calendar day, but not exceeding a total of 10%. The Contractor shall not be in default as long as failure to provide the delivery/service is due to circumstances for which it is not responsible. A paid contractual penalty shall be offset against damage claims for delay. The Client reserves the right to claim the contractual penalty until final payment. These provisions also apply if the on-time work is not accepted due to defects.
- 14.3 The Contractor is obliged to notify the Client in writing (*Textform*) without undue delay if circumstances that could lead to non-compliance with the agreed dates and deadlines arise or become apparent. Furthermore, the Contractor is obliged to notify the Client of any circumstances preventing proper performance of the contract due to the failure of the Client to execute services or to execute them in conformity with the contract.
- ## 15 Remuneration, invoice, payment
- 15.1 Subject to Item 13.4, the price specified in the contract is a fixed price and includes packaging and transportation. This remuneration also covers all services to be performed by the Contractor in accordance with the contract - including usage rights, ancillary services, travel expenses, other expenses and insurance, etc. Section 313 of the BGB shall remain unaffected.
- 15.2 The remuneration does not include the Contractor's statutory VAT. VAT is paid only if the Contractor is entitled and obliged, pursuant to the relevant legal regulations, to charge the tax, separately, and if the tax is indicated separately in the invoice.
- 15.3 The Contractor shall comply with the specifications of Deutsche Bahn AG when invoicing. They can be found in the supplier portal (<https://lieferanten.deutschebahn.com/supplier/Existing-suppliers/Invoicing>) or can be requested from the Client at any time. The remuneration due and enforceable is to be paid within 21 calendar days subject to a 3% discount or 30 days net after receipt of a verifiable invoice by the Client's invoice receipt office. Section 353 of the German Commercial Code (*Handelsgesetzbuch*, "HGB") does not apply here. Payment shall be made by bank transfer to the Contractor's account specified in the invoice. Compliance with the payment period by the Client shall be determined by the date of receipt of the transfer order by the Client's bank. If advance payments or installment payments have been agreed, the payment period shall begin on the agreed payment date if the invoice has been received on time by the contractually specified invoice recipient and the agreed collateral has been provided.
- ## 16 Form, severability clause, applicable law, place of jurisdiction, language
- 16.1 There are no ancillary agreements to the contract unless the individual contract makes explicit reference to ancillary agreements. Any amendments or additions to the contract - including this clause - shall be agreed in writing (*Textform*) for the purposes of verification. Each party may subsequently request certification in written or electronic form. The use of an advanced electronic signature is sufficient for compliance with the electronic form.
- 16.2 Should any individual provisions of this contract be or become void, the remainder of the contract shall remain unaffected. The void provision shall be replaced by the relevant statutory regulation.
- 16.3 German law applies exclusively to this contract and the claims arising from it to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 16.4 The place of jurisdiction is the place where the Client has its registered office. In the case of framework contracts, this responsibility shall also apply to disputes relating to individual requisitions, irrespective of which place is making the requisition. However, the Client is also entitled to invoke the courts at the place where the Contractor has its registered office.
- 16.5 Only the German version of this contract is valid and legally enforceable. All documents shall be created in German and all statements shall be issued in German.
- ## 17 Transfer clause
- The Client is entitled to transfer its rights and duties under the contract to its affiliated group companies without requiring the consent of the Contractor. The provisions concerning the transferability of usage rights, the legal provisions for the transfer of claims and the obligation in accordance with Item 11.4 of this contract shall remain unaffected.



18 Overall limit of contractual penalty

The total of all contractual penalties claimed from an individual contract may not exceed 10% of the agreed remuneration. The assertion of a contractual penalty in accordance with Item 1.10 and Item 1.11 (integrity clause) and of claims for damages, independent of the legal basis, will remain unaffected.

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