



**General Contract Terms and Conditions
of Deutsche Bahn AG and its Affiliated Companies
for the provision of software in the form of Software-as-a-Service (SaaS)**

- (AVB SaaS) Edition May 1, 2026 -

1 General provisions and integrity clause

- 1.1 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.
- 1.2 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.

- 1.3 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.
- 1.4 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 1.2 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 1.2 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 1.3 and concurrent acts of gross misconduct according to Item 1.2 (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 1.3 shall apply conclusively in this regard.

- 1.5 If an act of gross misconduct within the meaning of Item 1.2 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.



- 1.6 The Contractor undertakes to assist actively with the prevention of gross misconduct within the meaning of Item 1.2 and the investigation of suspected gross misconduct, as well as to cooperate with the Client in this respect.

If the Contractor gains knowledge of facts that constitute a suspicion of gross misconduct within the meaning of Item 1.2 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.

- 1.7 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 1.7 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 Delivery and performance time, default penalty

- 3.1 The contractually agreed performance dates and deadlines are binding for the Contractor. Unless otherwise agreed, the delivery and provision period shall be a period of five (5) working days from receipt of the order.
- 3.2 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. Any contractual penalties paid shall be offset against claims for damages due to default. Sections 340 (1), 341 (3) and 343 BGB shall not apply.
- 3.3 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.

4 Deliveries and services of the contractor

- 4.1 Type and scope of services
- a) The Contractor must perform its services in accordance with the terms of this Contract and the generally accepted technical rules and standards.
- b) All adaptations of the SaaS solution provided for by the Client under this contract or commissioned in the future, including any commissioned interfaces to peripheral systems, shall be implemented by the Contractor in a release-proof manner so that no additional costs are incurred by the Client in the event of a change of releases.
- c) If the Contractor recognizes before the start of specific services that documents provided by the Client, in particular the service description, or a requirement of the Client for contract performance is incorrect, incomplete, objectively not executable, unclear or uneconomical, the Contractor shall inform the Client of this and the recognizable consequences in text form immediately after becoming aware of them.
- d) The Contractor shall ensure that the SaaS solution is operational during the entire contract period and that its service is free from defects and suitable for the contractually stipulated purpose. The Contractor guarantees that no additional costs will arise for the Client in the event of changes or further developments to the SaaS solution.
- e) If a malfunction occurs in the SaaS solution and/or access to the SaaS solution is interrupted on grounds for which the Contractor is responsible during the performance period, the Contractor must introduce suitable measures to restore the contractual condition and operation of the SaaS solution and to ensure the availability, integrity and confidentiality of the data without undue delay.
- f) During the contractual term, the Contractor must provide an SaaS solution that is free of viruses, Trojans and other malware according to the state of the art at the time of performance of the contract.
- g) The Contractor is responsible for ensuring that unauthorized parties are not able to gain access to the data processed in the



SaaS solution, and that the data cannot be lost, damaged or modified.

- h) The Contractor shall ensure that the SaaS solution does not have any undocumented or secret accesses or user accounts.
 - i) The Contractor shall, at the request of the Client, release a copy of the Client's data stored by the Contractor in the SaaS solution at any time without delay. Taking into account the Client's wishes, the data shall be provided on a data carrier or by remote data transmission in the format in which the data is stored on the data server, or in a data format agreed between the Contractor and the Client. The Contractor shall not be entitled to a right of retention and the statutory security right of the lessor (Section 562 of the German Civil Code [BGB]) with regard to the Client's data.
 - j) At the request of the Client, the Contractor shall prepare process documentation, which shall also include provisions for backing up data, protection against unauthorized access, checking data for viruses, installing firewalls, etc.
 - k) In cases where license keys are required for the use of client software in relation to the SaaS solution, the Contractor shall be required to provide license keys to the Client for the duration of the Agreement. In the event that license keys pertain to specific computers or computer types, the Contractor shall be required to provide the Client with new license keys in the event of a change of machine or environment in compliance with the license, provided that the new license keys are required for the continued use of the software.
 - l) The Contractor must provide the services in accordance with the agreed quality and security standards (e.g. ISO standards), in particular DIN ISO 27001.
- 4.2 Rectification of defects
- a) In the case of defects, the Client is entitled to all statutory claims and rights.
 - b) In the event of proven material defects, the Contractor shall provide warranty by cure in the form that the Contractor provides the Client with a new, defect-free version of the service or remedies the defect.
 - c) The urgency of the rectification of defects depends on the degree to which operations are impeded. The Client shall inform the Contractor accordingly.
 - d) If the subsequent performance finally fails after expiry of a reasonable period of grace to be set by the client, the client may, at its discretion, terminate the respective contract for the service concerned (also in part) or reduce the service fee. The Contractor shall pay damages or compensation for futile expenses due to a defect within the limits set out in this contract.
 - e) The Contractor shall name a contact person to the Client to whom notifications of faults/malfunctions and defects are to be directed.

5 Service level and non-compliance with the agreed service quality

5.1 Agreement on service levels

- a) The Contractor guarantees warrants - irrespective of the other agreed requirements for the services - compliance with the agreed service levels according to the Service Level Agreement.
- b) In cases where no service levels are agreed for individual services, the Contractor shall be responsible for ensuring that the quality complies with the quality level that can be expected from a professional IT service provider at all times in relation to the services concerned. At the request of the Client, in the above case, the contracting parties negotiate the conclusion of further service levels in good faith.

5.2 Measurement, reporting and consequences of non-compliance

- a) The Contractor shall regularly measure compliance with the service levels in accordance with the contractual provisions, in particular in accordance with the service level agreement. In addition, the Contractor shall regularly report to the Client on compliance with the service levels in accordance with the contractual provisions, in particular the service level agreement. Unless otherwise agreed, reporting on compliance with the service levels is carried out on a monthly basis
- b) The service levels represent a qualitative specification of the services to be provided by the Contractor and do not restrict the Contractor's obligation to provide services on a continuous basis. The Contractor shall be liable for culpable breaches of

duty in the context of the provision of services, regardless of whether the service levels are achieved.

- c) The determination of whether the agreed service quality (response times and availability) has been met is carried out as part of the reports to be provided by the Contractor. Insofar as the Client is entitled to a reduction in remuneration due to non-compliance with response times or availability, the Contractor shall show this amount on the next invoice and reduce the SaaS flat rate payable for the coming period accordingly.
- d) If the contracting parties have agreed on financial compensation in the event of non-compliance with service levels, this shall not exclude any further rights of the Client, in particular the right to assert claims for damages. Any contractual penalties paid shall be offset against claims for damages due to default. Sections 340 (1), 341 (3) and 343 BGB shall not apply.

6 Further development of services

- 6.1 The Contractor shall, at no additional cost to the Client, further develop the services covered by the subject matter of this contract and introduce new services in the subject matter of the service, methods, processes or technologies as well as improvements to the cooperation. Service refinements covered by the object of this Contract shall not result in a price increase for the services in question. The prices for additional services or new services related to the subject matter of the contract shall be agreed between the Client and the Contractor in accordance with the price and discount model applicable between the contracting parties.
- 6.2 The Contractor is entitled to change or update the content of the service catalog and the product/service descriptions during the respective service period, in particular to take into account changes in technologies, industry practices, usage behavior and the availability of third-party content; provided that
 - a) the specifications and requirements agreed elsewhere in this contract are complied with;
 - b) the benefits do not fall below the originally agreed benefit level.
 - c) In addition, the changes made by the Contractor to the product/service description (e.g. different licensing) may not lead to an increase in the price paid by the Client for the respective service and scope of use prior to the change or to other additional costs.
- 6.3 Any product/service description of the Contractor initially attached to this contract shall apply until it is amended. The Contractor shall notify the Client of any changes to the product description in text form at an appropriate time before the intended entry into force and shall indicate the changes made.

7 Assignment of claims, offsetting

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 The Client shall be entitled to full rights of lien and offsetting.

8 Transfer of use, rights of use

- 8.1 At the time of provision, the Contractor shall grant the Client an irrevocable, non-exclusive and geographically unrestricted right to use the SaaS solution and any software provided under this Contract without extra remuneration, including the documentation provided, limited to the duration of the agreed provision period. The Client shall be entitled to transfer the right of use to its affiliated enterprises. In addition, the Client shall be entitled to transfer the right of use to other Group companies ("Third Parties") within the scope of service agreements (e.g. outsourcing of group-owned processes), provided that the use continues to be for the Client's own purposes or those of affiliated Group companies solely for the duration of the assignment.
- 8.2 The Client is entitled to use the SaaS solution for any purpose. Any client software provided may be used by the Client in any system environment and for all types of use, including as yet unknown future types of use. The Contractor must inform the Client if there are any technical restrictions with regard to which system environment can be used.



- 8.3 If the Contractor's services contain the work results of third parties, the Contractor shall ensure that the Client is permitted to use these work results as described above. Section 9 shall apply in all other respects.
- 8.4 To the extent required for the purposes of the contract, the Client shall be entitled to reproduce client software provided under this Agreement along with its documentation. The legal regulations concerning the right of the Client to reproduce software remain unaffected.
- 8.5 All usage rights are included in the price or remuneration.
- 8.6 With respect to updates, upgrades, new versions and releases, as well as adaptations, refinements and documentation, the Client shall receive the usage rights pursuant to Sections 8.1 to 8.5.

9 Intellectual property right infringements

- 9.1 The goods/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 for damages

- 10.1 The contracting parties shall be mutually liable for damages
- in case of intent or gross negligence, in the full amount, irrespective of the type of damage,
 - in case of infringement of duties essential to the contract, in the full amount,
 - in case of minor negligence, as long as no material contractual duties are breached, to the amount of the typical foreseeable damage; this does not apply, however, to personal injuries and injuries to third parties for which liability is the full amount.
- 10.2 This limitation of liability shall not apply to claims
- insofar as something else is agreed in this Agreement, including its contractual components,
 - for claims in connection with the integrity clause, in particular Item 1.3 and Item 1.4 (integrity clause) of this contract,
 - in connection with data protection violations,
 - arising from the Contractor's exemption obligations.
 - related to breaches of confidentiality provisions.

11 Liability insurance

- 11.1 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.
- 11.2 The afore-mentioned coverage must be available at least twice per insurance year.

12 Rights to data

All values that have been recorded as a result of contract performance, as well as data and analyses directly based on these values, including all results of measurements and output of sensor devices and statistics, raw data, analysis data, electronic and/or written data, geodata, evaluation data, machine-generated data, such as operational and diagnostic data and statistics ("Industrial Data") - regardless of whether they have been collected by equipment (in particular, measuring devices) belonging to the Contractor or the Client - shall belong to the Client and may be used exclusively by the Client. "Industrial Data" refers to business secrets that are to be handled confidentially according to Item 13. All rights to Industrial Data belong exclusively to the Client. The Contractor may collect, process and use Industrial Data only to the extent to which the Client granted its consent in writing in advance or to the extent necessary to perform the contractually owed services. Any further usage of Industrial Data or knowledge developed based on Industrial Data on the part of the Contractor or the transfer of such to third parties shall require prior written consent from the Client.

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

- 13.1 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.

- 13.2 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.

- 13.3 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.

- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 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.
- 13.8 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.

14 Termination for cause

- 14.1 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.
- 14.2 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 ceases to pay its creditors on more than just a temporary basis, or (ii) no contractually agreed sureties have been issued, or (iii) insolvency proceedings have been rejected due to a lack of assets.
- 14.3 Notice of termination must be given in writing (*Textform*).

15 Remuneration, invoice, terms of payment, balance reconciliation

- 15.1 The Client shall pay the Contractor the SaaS flat rate agreed in the contract for the provision of the services.
- 15.2 If additional customization services are commissioned for the SaaS solution (one-off costs), the SaaS flat rate remains constant and is not changed as a result.
- 15.3 Unless expressly agreed otherwise, the Contractor shall invoice the Client the SaaS flat rate fee for the SaaS solution on an annual basis in arrears from the date on which the SaaS solution is provided. If the

provision only takes place on a pro rata basis, the SaaS flat rate fee shall be invoiced pro rata for each day of provision.

- 15.4 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.
- 15.5 If the Client is legally obliged to pay German taxes on the contractual remuneration as a liable party directly to the Federal Central Tax Office (withholding tax retention for withholding taxes and reunification surtax pursuant to Section 50a of the German Income Tax Act [EStG]), the respective amount shall be withheld from the remuneration claim and paid to the Federal Central Tax Office. The withholding tax and reunification surtax shall be borne by the Contractor. The Contractor is at liberty to apply for relief from withholding tax at the Federal Central Tax Office in accordance with the provisions of the double taxation agreement (application for exemption).
- 15.6 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.
- 15.7 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.
- 15.8 The Contractor hereby undertakes to provide the Customer (or its representatives), at the Customer's request, with an itemization of the items that are outstanding in connection with the Customer and/or one or more of the companies appointed by the Customer and affiliated with the Customer as per Section 15 of the German Stock Corporation Act (*Aktengesetz*, "AktG") (collectively: DB companies) in relation to all business relationships within a reasonable period of time in order to settle the accounts. The itemization shall include at least all outstanding invoices, credit notes, uncleared payments, overpayments, items posted to an interim account, and any other items relating to the Customer and/or the DB companies appointed by the Customer.

16 Post-contractual obligations

- 16.1 The Client may require the Contractor to continue the Services under the terms of the Contract for up to six (6) months despite the termination of the Contract - for whatever legal reason - in order to enable the Client to transfer the processes and data processing enabled by the Services to itself or another service provider ("Termination Period"). The request must be made in writing no later than one month before termination or, in the event of termination for cause, within two weeks of termination. In the event of termination of the contract by the Contractor for cause due to default by the Client, the Contractor may demand that the remuneration for the period of termination be paid in advance. In addition, the Contractor may refuse to provide the services during the termination period if it has justifiably terminated the contract with the Client for cause and it is unreasonable to expect the Contractor to continue providing the services.
 - 16.2 At the request of the Client, the Contractor shall provide comprehensive support to the Client, a company affiliated with the Client and, if applicable, the third party named by the Client in the transfer of the contractual performance in return for reasonable remuneration. The contractor shall provide the necessary information.
 - 16.3 Upon termination of the contract, the Contractor shall return to the Client all documents, receipts, data carriers and data of the Client in an accessible and readable electronic format or archived receipts in the original or delete/destroy them irretrievably upon written request by the Client. The Contractor's statutory retention obligations shall remain unaffected.
- #### 17 Form, severability clause, applicable law, place of jurisdiction, language
- 17.1 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.

- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 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.

18 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 13.4 of this contract shall remain unaffected.

19 Upper limit for contractual penalties

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 Items 1.3 and 1.4 (integrity clause) and of claims for damages, independent of the legal basis, will remain unaffected.

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