

## **General Terms and Conditions for the purchase of secunet (as of 06/2024)**

### **§ 1 General information**

- (1) secunet refers to secunet Security Networks AG as well as staschat GmbH, SysEleven GmbH, secunet International GmbH & Co. KG and secunet International Management GmbH, in which secunet Security Networks AG directly or indirectly holds at least 50% of the shares or voting rights.
- (2) All agreements that contain an amendment, supplement, cancellation or specification of these General Terms and Conditions or the contractual relationship based on these terms and conditions - in whole or in part - must be made at least in text form. The same applies to the amendment or revocation of this text form clause. If these agreements or a contractual relationship based on these terms and conditions contain references to the written form, the written form can also be replaced by electronic form or text form, provided that no legally overriding formal requirements apply. The text form requires an electronic signature using a software solution. The aforementioned formal requirement also applies to the amendment or revocation of this text form clause.
- (3) Deviating - conflicting or supplementary - general terms and conditions shall not become part of the contract unless their validity is expressly agreed to at least in text form.

### **§ 2 Property rights, rights of use, third-party claims**

- (1) The supplier shall grant secunet
  - a simple, irrevocable, transferable, sublicensable right of use to standard software, unlimited in terms of time, territory and content, and
  - the exclusive, irrevocable, transferable, sub-licensable right of use, unlimited in time, space and content, to all other delivery items (e.g. individual software, software adapted within the scope of customizing, documentation, source codes and concepts).
- (2) Insofar as secunet contributes copyrighted works or other protected items such as patents to the cooperation with the supplier, all rights thereto shall remain with secunet. The supplier shall only receive rights of use to the extent that it requires them for the fulfillment of the respective contractual purpose.
- (3) The supplier may use third-party components for the creation of the contractual items, provided that it remains in a position to transfer to secunet the rights necessary to fulfill the purpose of the contract. In this case, the supplier shall grant secunet a simple, non-exclusive, perpetual, irrevocable and transferable right of use.

### **§ 3 Remuneration, due date**

- (1) The amount of the remuneration for the respective services of the Supplier is specified in the order and is subject to the applicable VAT.
- (2) The due date is 45 days after invoicing by the supplier.

### **§ 4 Changes to the subject matter of the contract, cancellation, termination**

- (1) secunet shall be entitled to demand reasonable changes to the subject matter of the contract until delivery or acceptance. The supplier shall realize such changes at the conditions and within such periods which correspond to the conditions calculated in the individual contracts. The agreed deadlines shall be extended in favor of the supplier if the agreed change causes delays that cannot be compensated otherwise and such delays are communicated to secunet immediately (text form) and proven by the supplier upon request.
- (2) secunet shall be entitled to cancel partial services whose realization has not yet begun. Cancellation shall reduce the total price by the unit price of the canceled service.
- (3) The parties may terminate the contract without notice or withdraw from the contract if they can no longer reasonably be expected to adhere to the contract. This is particularly the case if one party has filed an application for the opening of insolvency proceedings; one party has suspended its payments not only temporarily or if insolvency proceedings have been opened against the assets of one party or the opening has been rejected for lack of assets.

### **§ 5 Warranty**

- (1) In the event of a defect, the Supplier shall, at its discretion, remedy the defect by immediate removal or new production. In all other respects, the statutory provisions shall apply.
- (2) The inspection period of secunet in accordance with the provisions of the German Commercial Code shall only commence after the installation and commissioning of the delivery item. secunet shall give notice of recognizable defects within 14 days.
- (3) If defects are reported within the inspection period, the inspection shall be interrupted if the defects are significant. After the notification of defects has been made and the subject matter of the contract has been made available again, the inspection period shall begin anew.
- (4) If a third party asserts claims against secunet based on patents, licenses, copyrights or other industrial property rights of third parties due to the contractual items delivered by the supplier, secunet shall inform the supplier thereof. Upon first request, the supplier shall indemnify secunet against such third-party claims and reimburse secunet for the costs of an appropriate legal defense as well as for other expenses and damages resulting from the infringement of property rights.
- (5) In the event of infringements of property rights pursuant to paragraph 4, the supplier shall ensure that secunet may continue to use the services already provided by modifying or replacing the service infringing the property right in such a way that the services do not infringe any property rights and the agreed scope of functions and services does not deviate unreasonably for secunet. Should secunet incur costs as a result of the change, these shall be reimbursed by the supplier. If such changes are not possible for reasons to be proven by the supplier, secunet shall have good cause for termination and secunet shall be entitled to assert claims for damages.

## § 6 Serial error

- (1) A serial defect shall be deemed to exist if identical or similar defects have occurred in at least 5% of similar delivery items or components that secunet has received from the supplier.  
Delivery items or components are generally of the same type if they have identical features in terms of type, function or purpose and thus stand out from delivery items and components of other types.
- (2) In the event of a serial defect, secunet's claims for subsequent performance against the supplier pursuant to § 5 para. 1 shall apply to all similar delivery items, irrespective of whether the defect has actually occurred.
- (3) If the supplier can prove that only delivery items of a certain batch are affected, secunet's claim under these provisions shall be limited to the delivery items of the affected batch.

## § 7 Default

- (1) If the supplier fails to meet an agreed performance deadline, for example for a partial or complete acceptance, it shall be in default without a reminder. In the event of default, secunet shall set the supplier a reasonable deadline for performance. After expiry of this period, secunet may withdraw from the contract in whole or in part and claim damages in lieu of performance.
- (2) If the supplier is more than seven calendar days late in meeting a performance deadline agreed in the contract, secunet may demand a contractual penalty of 0.4% of the order value for each day of delay. In the case of partial services, the contractual penalty shall be calculated according to the proportion of the order value. In total, the contractual penalty shall be limited to 5% of the order value. The contractual penalties shall be offset against claims for damages.

## § 8 Offsetting, right of retention

- (1) Offsetting by the supplier is excluded. Unless it concerns undisputed or legally established claims or claims from the same contractual relationship.
- (2) The exercise of a right of retention by the supplier is also excluded. Unless it concerns undisputed or legally established claims or claims arising from the same contractual relationship.

## § 9 General obligations of the supplier

- (1) The supplier shall observe the human rights and environmental due diligence obligations with the aim of preventing or minimizing human rights or environmental risks or ending the violation of human rights or environmental obligations. The supplier shall address the observance of human rights and environmental due diligence obligations in its supply chains in an appropriate manner.
- (2) The supplier undertakes to create the legally prescribed conditions for placing the subject matter of the contract on the market.
  - a) In particular, the supplier undertakes to comply with statutory provisions on the placing on the market,

taking back and environmentally sound disposal of electrical and electronic equipment and to fulfill the obligations arising therefrom. In particular, the supplier is obliged, within the framework of statutory labeling obligations, to enable the manufacturer to be clearly identified and determined free of charge. Any provisions on the transfer of the manufacturer's or cost-bearing obligations to secunet in the context of the disposal of the subject matter of the contract shall not become part of the contract.

- b) The supplier undertakes to comply with the regulations on electromagnetic compatibility of equipment and to fulfill the obligations arising therefrom, insofar as the subject matter of the contract falls within the scope of these regulations. At secunet's request, the supplier shall in particular be obliged to send secunet the EU Declaration of Conformity without delay, to carry out the CE marking and other legally prescribed markings and to transmit the other information for the identification of the subject matter of the contract.
- (3) Insofar as the statutory requirements for placing the subject matter of the contract on the market may not be met by the supplier, the supplier undertakes to support secunet in fulfilling the statutory requirements.
- (4) The supplier shall use suitable packaging for safe transportation. The supplier is obliged to take back packaging free of charge from the recipient of the service in accordance with the applicable packaging regulations. In this case, no transfer of ownership of packaging materials shall take place. However, the recipient of the service may demand that the packaging materials be transferred to him upon delivery, insofar as they may be disposed of. The costs for packaging and transportation, including ancillary costs such as insurance fees, cash on delivery commission, cartage, connection fees and demurrage, shall be borne by the Supplier, unless otherwise agreed in the individual contract.
- (5) The supplier is obliged to subject the delivery items to careful quality assurance. The quality assurance measures shall be planned, carried out and documented by the supplier in accordance with the best available technology. They shall be agreed with secunet and approved by secunet. All data and evaluations (QA report) recorded within the scope of quality assurance shall be made available to secunet upon request.

## § 10 Acceptance for work services

If the supplier has to provide work services, it shall notify secunet immediately in text form of the completion of the contractual service. Services provided in accordance with the contract shall be accepted by secunet. Unless otherwise agreed between the parties, partial acceptances shall not take place. In all other respects, the statutory provisions shall apply.

## § 11 Minimum wage

- (1) The supplier undertakes to pay its employees remuneration at least in the amount of the respective minimum wage. Upon request, the supplier shall provide suitable documentation to prove that these provisions are complied with.

- (2) The Supplier shall also oblige its subcontractors/works or service providers to comply with the requirements regarding the payment of a minimum wage.
- (3) The supplier shall indemnify secunet against all obligations and damages resulting from a breach.

## § 12 Confidentiality

- (1) Confidential information is all information about facts relating to a business operation that is only known to a narrowly defined group of people, i.e. is not in the public domain and should be kept secret due to a legitimate interest of the business owner, regardless of its nature and form. This includes, in particular, oral information, letters, memoranda, reports, documents, studies, analyses, drawings, letters, computer printouts, software programs, specifications, data, graphical representations, tables, sound recordings, visual reproductions and any kind of copies of the aforementioned information for which the disclosing party has taken appropriate confidentiality measures.
- (2) The contracting parties shall treat confidential information as strictly confidential and shall not disclose it to third parties without the prior written consent of the other contracting party. Irrespective of the secunet company to which these GTC apply, none of the following companies shall be deemed a third party: secunet Security Networks AG, secunet International GmbH & Co. KG, stashcat GmbH, SysEleven GmbH and secunet International Management GmbH, insofar as information must be made accessible to them by secunet within the scope of the implementation of the purpose of the contract. The contracting parties may pass on confidential information to those employees who require the respective confidential information for the purpose of implementing the contract, provided that the respective employee has undertaken to maintain the corresponding confidentiality by means of a written confidentiality obligation.
- (3) The above obligation does not apply to information that
  - a) were already evident at the time they were received by the receiving party;
  - b) were already in the possession of the receiving party at the time of receipt by the receiving party;
  - c) become apparent after receipt without any action on the part of the receiving party or
  - d) by third parties without any obligation of confidentiality or non-use, provided that such third parties have not received the information directly or indirectly from the receiving party;
  - e) is required to be disclosed by law or a final administrative or judicial decision, provided that the disclosing party notifies the other party of the confidential information to be disclosed prior to its disclosure.
- (4) The supplier undertakes to return all business documents and any business material to secunet upon termination of the contractual relationship. The supplier is further obliged to delete all data relating to its activities for secunet from data carriers not to be handed over to secunet and to confirm to secunet the complete surrender of all materials and the deletion of all data.
- (5) Unless the parties have agreed otherwise, the confidentiality obligations under the provisions of this section shall

end five years after the respective contract has been completed.

## § 13 Data protection

- (1) The supplier and secunet shall comply with all applicable laws, guidelines and regulations relating to data protection and data security.
- (2) If personal data is entrusted to one contracting party by the other contracting party, it shall be treated confidentially and protected against misuse by appropriate technical and organizational measures. When processing or passing on personal data, the relevant data protection laws and the provisions of the contractual agreements with secunet must be strictly observed. This results in particular in the following data protection requirements:
  - a) In order to fulfill its obligations, the Supplier shall only deploy employees who have committed themselves to confidentiality in the handling of personal data. Corresponding declarations of commitment by the employees shall be submitted to secunet upon request.
  - b) The Supplier is prohibited from processing, disclosing, making accessible or using personal data without authorization for any purpose other than the respective lawful performance of tasks.
  - c) The loss, unlawful transmission or acquisition of knowledge of personal data must be reported to secunet at [Datenschutz@secunet.com](mailto:Datenschutz@secunet.com) immediately, as there may be an obligation to provide information.
  - d) After completion of the contractual work or earlier upon request by secunet – at the latest upon termination of the respective service agreement – the supplier shall return or destroy all data in its possession in connection with the contractual relationship in compliance with statutory retention periods. The deletion of the data shall be confirmed to secunet upon request.

## § 14 Compliance

- (1) The supplier undertakes to comply with the provisions of the Code of Conduct for Suppliers and Business Partners (<https://www.secunet.com/ueber-uns/unternehmen>) and in particular to observe the applicable statutory anti-corruption regulations and the applicable antitrust regulations.
- (2) In the event of a breach, secunet shall be entitled to terminate this contract without notice. The supplier shall indemnify secunet and hold secunet harmless from all damages and claims of third parties arising from this breach.

## § 15 Information security

The Supplier must comply with secunet's information security requirements within the scope of its activities, provided that the IT infrastructure is used or access is gained to secunet's premises.

## § 16 Qualified personnel, use of subcontractors

- (1) The Supplier shall provide the services by personnel who are qualified to provide the agreed service in accordance with the contractual agreements.
- (2) The supplier may only use subcontractors to provide the service with secunet's prior consent in text form. The agreed requirements of secunet regarding the use of subcontractors shall be passed on by the supplier along the supply chain.

## § 17 Control rights

- (1) secunet is entitled to carry out audits at the supplier's premises in order to verify the proper fulfillment of this contract and the individual contracts as well as the requirements of the Code of Conduct for Suppliers and Business Partners (<https://www.secunet.com/ueber-uns/unternehmen>). In addition to observing the necessary security measures and any confidentiality obligations of the supplier towards third parties, secunet:
  - a) notify the supplier of audits at least two weeks in advance,
  - b) Take account of the supplier's operational processes,
  - c) Audits shall be limited to the rooms and facilities affected by the objects of the contract,
  - d) observe the data protection regulations and act on the premise that the supplier's trade and business secrets are affected as little as possible.
- (2) Utilization of the results beyond what is necessary to enforce secunet's contractual and statutory claims against the supplier is not permitted.

## § 18 Final clauses

- (1) Unless otherwise agreed by the parties, the place of performance shall be secunet's registered office in Essen.
- (2) The contractual relationship between the parties and all rights and obligations associated with it shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the provisions referring to other legal systems and to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (3) The exclusive place of jurisdiction for the contractual relationship and all rights and obligations in connection therewith shall be Essen. secunet shall also be entitled, at its discretion, to sue the supplier at its registered office. This jurisdiction clause shall not affect the right of the parties to apply for interim legal protection at the competent courts.