

SPECIAL PURCHASING CONDITIONS FOR IT

– SERVICES AND WORK –

1. SCOPE

- 1.1 These special provisions of the GPC-IT ("**GPC-IT Services**") apply to services and work including consulting, preparing expert assessments, adjusting and developing software, training sessions, etc. (referred to jointly as "**Services**") by the Supplier in the area of information technology, including telecommunications technology in the version applicable at the time the contract was concluded, and the general conditions of GPC are considered a standard contractual component.

The current valid version is available on the DEKRA procurement website:
www.dekra.com/en/general-purchasing-conditions-and-it/.

- 1.2 **AI-related Services.** These GPC-IT Services also apply to services that use, provide, develop, customize, operate, or otherwise utilize artificial intelligence ("AI Services"). This includes generative AI, machine learning, language, image, audio, and video processing, automated decision support, AI-powered analysis, and retrieval-augmented generation (RAG).
- 1.3 **Definitions.** "AI system" means a machine-based system that uses the input it receives to generate outputs – such as predictions, content, recommendations, or decisions. "AI model" means the model component used to generate such outputs. "DEKRA Data" refers to all data, documents, prompts, inputs, metadata, and outputs that DEKRA, DEKRA companies, or their authorized representatives provide or generate in connection with the AI Services. "Material Change" refers to a change in the model, provider, version, hosting, data source, or security architecture.

2. GENERAL PERFORMANCE REQUIREMENTS, QUALITY AND ORGANIZATION OF SERVICES

- 2.1 **Requirements.** Before beginning to perform its Services, the Supplier shall check whether the task description of DEKRA for the provision of the Services is complete, clear, appropriate and free from contradictions, and shall immediately inform DEKRA in writing if this is not the case.
- 2.2 The Supplier has, and shall independently consider, the necessary comprehensive understanding of the applicable statutory, official and technical requirements required in order to provide the Services and produce the work results.

- 2.3 The Supplier is obligated to perform Services using existing standards whenever possible (standard software), and to only offer and provide customized solutions if this is not possible. The Supplier is obligated to refer DEKRA to standard solutions, even without a specific request to do so, which are suitable for achieving the results desired by DEKRA in part or in full.
- 2.4 **Content of services and documentation.** The Supplier shall provide all documentation, test protocols, drawings, plans, operating instructions, etc. required for the acceptance, operation, maintenance and servicing of work results (including software) in a reproducible form and free of charge. Unless agreed otherwise, documentation and instructions must be provided in German if the services and work results are intended for German-speaking countries, or otherwise in English.
- 2.5 The Supplier shall present and explain presentable work results (e.g. assessments, software, concepts) to DEKRA at its request.
- 2.6 **Integration.** Work results in the area of software development and adaptation shall be installed, integrated and configured for DEKRA by the Supplier, and shall be handed over and transferred ready to use to DEKRA. The Supplier shall instruct and support DEKRA insofar as this is necessary for an agreed test and sample operation or to use the work results.
- 2.7 **Terms and deadlines.** Agreed deadlines and terms are binding unless otherwise agreed.
- 2.8 **Contact persons.** The Parties' contact persons are exclusively the responsible contact persons named in the contract. If no contact persons are named in the contract, the Parties shall each name a contact person and alternate contact person before services are begun.
- 2.9 **Personnel.** The deployed personnel are qualified to provide the services and have sufficient experience with comparable services. DEKRA can request evidence of this.
- 2.10 If the Supplier replaces a person assigned to perform the service with another person, the Supplier shall bear the costs associated with training the replacement. When replacing the person, the Supplier shall give due consideration to DEKRA's interests.
- 2.11 DEKRA is entitled, at its discretion, to demand that the Supplier replace a person deployed by the Supplier to fulfill the contract.
- 2.12 **No personnel leasing.** In principle, the Supplier is free to choose the place of performance when providing its Services. However, if a project requires the Services to be provided within the premises of DEKRA, the Supplier shall be prepared to provide the Services in the respective premises in this respect. Persons deployed by the Supplier do not enter an employment relationship with DEKRA. The Supplier shall have the sole right of instruction over its own personnel and any subcontractors engaged by it.

- 2.13 **Transparency before Services Begin.** Prior to commencing service provision, the Supplier shall disclose the following to DEKRA in writing: (a) the AI systems, AI models, model versions, and model providers used; (b) the hosting and processing locations; (c) all subcontractors; (d) the categories of data processed; (e) the nature and scope of automated functions; and (f) known limitations, error patterns, and risks associated with the AI services.
- 2.14 **AI-Specific Quality Requirements.** The supplier shall provide AI services in accordance with the current state of science and technology; such services shall be secure, robust, traceable, and fit for purpose. In particular, the supplier shall document the intended use, the operational limits, the functional and technical quality metrics, testing methods, known risks of errors, and measures to prevent inaccurate, discriminatory, or misleading outputs.
- 2.15 **Human Oversight.** To the extent that AI outputs may have legal, security-related, financial, personnel-related, or other significant implications for DEKRA, its employees, customers, or third parties, they may not be used as the sole basis for a decision without appropriate human review. The supplier shall support DEKRA in establishing effective human oversight, intervention, and escalation mechanisms.
- 2.16 **Documentation and Traceability.** For AI services, the documentation required under Section 2.4 must additionally include at least one system and architecture overview, a data flow and subcontractor overview, model documentation or comparable technical documentation, versioning of models, prompts, and configurations, a security concept, test and approval reports, records of significant changes, and documentation of known residual risks and operational limits.

3. RIGHTS OF USE

- 3.1 Subject to the conditions in the following two paragraphs, the Supplier hereby grants DEKRA an exclusive, permanent, irrevocable and transferable right, subject to sub-licensing, to use and exploit all work results as they are produced, which shall be unlimited in terms of time, content and location. This right shall include a right of reproduction, amendment and editing by DEKRA or third parties. The right of use is not affected by the termination of the master agreement or contract.
- 3.2 The Supplier hereby grants DEKRA a non-exclusive right of use and exploitation in the scope to works and know-how already in DEKRA's possession at the start of the Agreement, provided this is necessary for the work results created by the Supplier for DEKRA to be used to the aforementioned extent.

- 3.3 Rights of use to standard software may be sub-licensed only to DEKRA companies. In addition, DEKRA is entitled to grant rights of use to standard software to third parties, insofar as this is necessary so that these third parties can provide services to DEKRA or DEKRA companies.
- 3.4 Insofar as the Supplier creates software for DEKRA, the Supplier hereby commits to handing over the source code of the software, including any further developments, the development documentation and a description of the program.
- 3.5 The Supplier shall enable DEKRA to use any inventions developed while providing services, permanently and free of charge.
- 3.6 The Supplier is not entitled to be mentioned in each publication of its work in the customary manner. The Supplier is obligated to advise DEKRA in writing if there are any persons or events represented in the work results, which could result in the risk of a violation of personal rights.
- 3.7 **AI Artifacts.** The work results referred to in this Section 3 include, insofar as they are created, adapted, or used for DEKRA, in particular customer-specific prompts and prompt libraries, system instructions, workflows, RAG knowledge bases, data processing, vector databases, fine-tunes, evaluation and test datasets, interfaces, configurations, documentation, and AI-generated outputs, to the extent that rights arise or can be granted in connection therewith.
- 3.8 **Rights to Base Models and Third-Party Components.** To the extent that base models, standard software, open-source components, or other third-party components are required for use in accordance with the contract, the supplier shall grant DEKRA at least the necessary rights of use – unrestricted in terms of time and location – and shall ensure their continued availability. The Supplier shall disclose the origin, license terms, usage restrictions, and any copyleft or other redistribution obligations prior to use. The use or replacement of such components requires DEKRA's prior consent if this could adversely affect rights, security, data processing, or operations.

4. DEKRA'S DUTIES OF COOPERATION

- 4.1 If standard software is required to provide the Services, DEKRA shall obtain this software, insofar as this is expressly regulated by contract and is not impossible for DEKRA.
- 4.2 **Restricted Use; Prohibition on Training.** The Supplier may process DEKRA data solely for the purpose of fulfilling the contract. Any use of DEKRA data for training, fine-tuning, evaluating, or improving general models, services, or products of the Supplier or third parties is prohibited unless DEKRA has expressly consented in writing in advance. This also applies to prompts, metadata, log data, and AI-generated outputs.

Disclosure to model providers, subcontractors, or other third parties is permitted only to the extent contractually agreed upon and approved by DEKRA.

5. CHANGE REQUEST

- 5.1 DEKRA is entitled to request changes to the scope of services after the contract is concluded, unless this would be unreasonable for the Supplier.
- 5.2 The Supplier shall review the change request from DEKRA and shall, within 10 business days, either provide DEKRA with an offer, stating the service term, planned deadlines and impact on remuneration, or inform DEKRA that the change request is not reasonable or feasible. If an extensive review of the change request is necessary, the Supplier shall submit a corresponding review offer within the deadline, with information on the required remuneration.
- 5.3 Accepted change requests must be documented with an amendment to the contract.
- 5.4 **AI-Specific Changes.** Significant changes requiring prior written approval from DEKRA include, in particular: (a) a change in the base model, model provider, or model version; (b) retraining or fine-tuning; (c) the inclusion, replacement, or expansion of training, reference, or RAG data sources; (d) a change in hosting or processing locations; (e) changes to the security architecture or subcontractors; and (f) changes with potential impacts on result quality, traceability, data protection, discrimination risks, or regulatory compliance. The supplier shall clearly document the impacts in accordance with Section 5.2 and shall not implement the change until DEKRA has provided written approval.

6. REMUNERATION AND PAYMENT TERMS

- 6.1 Remuneration based on outlay shall be payable upon receipt of an auditable invoice and proof of performance signed by the Supplier and by DEKRA. The Supplier shall only issue invoices in accordance with any existing additional requirements and shall use the tools provided by DEKRA for invoicing and for providing proof of performance.
- 6.2 Unless otherwise agreed, the Supplier shall issue invoices monthly for the previous month. A fixed price shall be due, if not otherwise agreed upon, after provision of the Services has been completed, and, if necessary, a subsequent turn-over according to Sec. 7 of this GPC-IT Services.
- 6.3 The Supplier shall immediately inform DEKRA in writing as soon as it becomes clear that the estimated costs for remuneration based on outlay will likely be exceeded. DEKRA shall inform the Supplier in writing whether it consents to these excess costs.

- 6.4 If the Parties have agreed on remuneration based on outlay with an upper limit, the Supplier shall still be required to provide the Services in full even if this limit has been reached. If remuneration based on outlay without an upper limit has been agreed upon, any exceeding of the originally estimated effort requires DEKRA's prior written consent. Services shall refer to all contractual work and services.
- 6.5 Unless agreed otherwise in specific cases, one person day has 8 hours. Additional or reduced work shall be considered on a pro rata temporis basis.

Travel and overnight accommodation costs, as well as other incidental costs, are compensated with the agreed remuneration and shall not be reimbursed separately. Travel time is not considered work time.

7. ACCEPTANCE AND RELEASE

- 7.1 A formal acceptance must be carried out for work performed. Acceptance shall be carried out in accordance with the statutory provisions and the conditions below, unless expressly agreed otherwise:
- 7.1.1 Defects identified during acceptance shall be divided into the following error classes:
 - (a) Error class 1: The defect leads to the work result or an important part thereof not being usable for DEKRA
 - (b) Error class 2: The defect causes considerable restrictions to important functions
 - (c) Error class 3: Other defects
 - 7.1.2 DEKRA is only required to confer its acceptance if the Service has been provided in full and in accordance with the contract. For this purpose, DEKRA shall have a testing period of at least 10 business days from the time the contractual work is received.
 - 7.1.3 If there are defects that prevent acceptance and DEKRA refuses acceptance because of these, the acceptance review shall be repeated as soon as the Supplier submits the work result for acceptance again after correcting the defect.
 - 7.1.4 If the Supplier misses agreed deadlines and periods when correcting defects, the Supplier shall be in default.
 - 7.1.5 A work result for acceptance is deemed to have been accepted as soon as DEKRA uses the Service in productive operation for more than 12 weeks without interruption, without reporting any defects to the Supplier and the

Supplier has asked DEKRA to carry out acceptance, stating a reasonable deadline.

- 7.1.6 Partial acceptances are hereby excluded. Confirmation of parts of the Service shall not constitute acceptance nor partial acceptance.
- 7.2 If the Parties have agreed to a release or similar as part of the provision of Services, the conditions regarding acceptance shall apply accordingly.
- 7.3 **AI Acceptance Plan.** For AI services, acceptance or approval is additionally based on an AI acceptance plan agreed upon in advance with DEKRA. This concept includes, at a minimum, representative test data and test cases; technically defined quality metrics and accepted threshold values; the measurement of false positives and false negatives; robustness and security tests; checks for data leakage and manipulation risks, including prompt injection; and documentation of the results and residual risks.
- 7.4 **No Acceptance if AI Quality Is Insufficient.** The service does not comply with the contract and is not eligible for acceptance or approval if the agreed-upon quality, security, traceability, or compliance requirements are not met. The error classes specified in Section 7.1.1 apply accordingly. Outputs that could give rise to significant security, legal, discrimination, data protection, or reputational risks must be treated as defects that prevent acceptance.
- 7.5 **Revalidation.** After every significant change in accordance with Section 5.4, an appropriate revalidation must be performed; DEKRA may require a new acceptance inspection or approval.

8. WARRANTY AND LIABILITY

- 8.1 The statutory provisions, any agreed conditions relating to violations of service levels, and the conditions of this GPC-IT, including those of this GPC-ITSW, shall apply without restriction to the rights and claims of DEKRA in case of material defects or defects of title relating to the Service and in case of other breaches of duty by the Supplier.
- 8.2 **Services under an employment contract.** When performing Services, the Supplier is expected to complete them professionally to the best possible extent. If Services are not provided correctly, the Supplier is entitled to a right of supplemental performance and DEKRA is entitled to a claim for supplement performance. If the provided Service is not in accordance with the contract, the Supplier is not entitled to the agreed remuneration or only to reduced remuneration, insofar as DEKRA is entitled to a claim for compensation as a result.
- 8.3 **Supplementary performance.** The Supplier shall immediately correct defects within the warranty period, taking into account the interests of DEKRA.

- 8.4 As a short-term measure, a replacement or workaround solution can be provided to temporarily correct or avoid the effects of a defect. However, this shall not constitute a final remedy.
- 8.5 **Defects of title.** If third parties assert claims against DEKRA for breach of commercial property rights or copyrights (hereinafter: "**third-party rights**") using the services and work results, and if their use is impaired or prevented as a result thereof, the Supplier shall be liable as follows:
- 8.5.1 The Supplier shall choose, at its discretion and at its own cost either to procure the required rights of use or change or replace the agreed services and work results so that they no longer violate the third-party rights but still correspond to the agreed Service or work results. If it is not possible for the Supplier to do so, upon request by DEKRA the Supplier shall collect the services and work results and refund the remuneration paid, minus an amount pro-rated to the period of use.
- 8.5.2 In addition, the Supplier shall indemnify DEKRA against all third-party claims and claims asserted by third parties due to the breach of third-party rights.
- 8.5.3 Conditions for the liability of the Supplier shall be, that DEKRA
- (a) must inform the Supplier of third-party claims,
 - (b) shall not acknowledge the asserted violation of third-party rights, and
 - (c) shall leave any dispute, including any out-of-court settlements, to the responsibility of the Supplier or shall handle such disputes and settlements only in cooperation with the Supplier.
- 8.5.4 Court and legal costs incurred by DEKRA as a result of the legal defense shall be charged to the Supplier.
- 8.5.5 If DEKRA itself is responsible for the breach of property rights, then no claims may be asserted against the Supplier.
- 8.6 **Third-Party Rights in AI.** The provisions of Section 8.5 expressly apply to claims based on training data, model weights, model outputs, RAG or other knowledge data, prompts, or AI components provided by the Supplier. The Supplier shall indemnify DEKRA against all resulting claims by third parties to the extent that the Supplier has provided, selected, or used the respective component, data source, or service.
- 8.7 **Security and AI Incidents.** The supplier shall immediately notify DEKRA of any actual or potential security or AI incident, in particular unauthorized disclosure or use of DEKRA data, data breaches, manipulations such as prompt injection, erroneous or dangerous AI outputs with significant potential for harm, significant risks of discrimi-

nation, security breaches at model providers or subcontractors, and the loss of regulatory compliance. The initial notification shall be provided without undue delay and shall include nature, scope, potential impacts, and immediate measures. The supplier shall promptly submit a root cause analysis, an action plan, and regular status reports.

- 8.8 **Audit and Support Rights.** The supplier shall provide DEKRA with appropriate support in connection with risk analyses, verification and documentation requirements, audits, inquiries from regulatory authorities, investigations, and corrective actions related to AI services. DEKRA is entitled to verify compliance with these requirements on a risk-based basis, either on its own or through third parties bound by confidentiality obligations; the supplier's legitimate confidentiality interests shall be given appropriate consideration.

9. TERMINATION AND CALL ORDERS

- 9.1 DEKRA may terminate each Service contract by ordinary means with 2 weeks' notice.
- 9.2 Unless the Parties have expressly agreed otherwise in specific cases, personnel resources to be provided by the Supplier shall not constitute an obligation to accept on the part of DEKRA. This shall also apply if delivery quotas or similar are set forth in the contracts.
- 9.3 DEKRA's additional statutory and contractual rights of termination and withdrawal shall remain unaffected. The Parties' right of termination for good cause shall also remain unaffected.
- 9.4 **AI-Specific Exit Support.** Upon termination of the contract or at DEKRA's request, the supplier shall provide DEKRA with all DEKRA data as well as the AI artifacts required for further use or migration in a standard, machine-readable format. This includes customer-specific prompts, configurations, workflows, RAG knowledge bases, vector databases, evaluation datasets, fine-tunes, and documentation, to the extent that this is legally and technically feasible.
- 9.5 **Deletion.** Upon return in accordance with Section 9.4, the Supplier shall immediately and completely delete DEKRA data and any data derived therefrom from production, test, backup, and logging systems, provided that no statutory retention requirement precludes such deletion. Upon request, the Supplier shall provide evidence of the deletion in the form of a deletion log in writing. Data subject to an exception must be blocked and deleted immediately upon expiration of the retention obligation.

10. REGULATORY COMPLIANCE

10.1 **Use of Artificial Intelligence.** The Supplier guarantees compliance with all legal, regulatory, and technical requirements applicable to the AI services, including applicable provisions regarding artificial intelligence, data protection, information security, copyright, and non-discrimination. Prior to the commencement of services and upon any material change, the Supplier shall inform DEKRA of the role it plays within the respective regulatory framework and of the obligations that may apply to DEKRA as a user, operator, or other party involved. The Supplier shall provide DEKRA with the information, documents, and evidence necessary to fulfill these obligations in a timely manner and free of charge.