

SPECIAL PURCHASING CONDITIONS FOR IT

– SOFTWARE –

1. SCOPE

- 1.1 These special provisions of GPC-IT ("**GPC-IT SW**") apply to the temporary or permanent transfer of standard Software "**Software**") as well as the provision of Software as a service by the Supplier in the respective current version applicable at the time the contract was concluded. The general provisions 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/.

2. GENERAL PERFORMANCE REQUIREMENTS, QUALITY AND ORGANIZATIONS OF SERVICES

- 2.1 **Documentation.** Unless otherwise agreed, documentation and instructions must be delivered in German if the Software is intended for German-speaking countries, or otherwise in English.
- 2.2 **Quality and certification.** The Software is certified to the required extent, and it must represent the current state of the art. The Software has been reviewed by the Supplier in advance to ensure it is free from viruses, Trojan horses, and other malware. The Supplier hereby guarantees that the review did not show any evidence of such malware. The Software does not contain any blockers to prevent copying or usage.
- 2.3 **Information Security and Secure Development.** The supplier guarantees that the software and the systems used to provide it comply with state-of-the-art standards regarding information security. The supplier maintains an appropriate information security management system and, upon request, provides DEKRA with appropriate evidence of this, through current independent audit reports or certifications.

The supplier shall implement a documented secure software development process and conduct appropriate security tests prior to each deployment. The supplier shall not use any backdoors, hidden remote access points, or other features that enable unauthorized access.

- 2.4 **Vulnerabilities, SBOM, and End of Support.** The supplier shall continuously monitor security vulnerabilities in its own components and in third-party components it uses and shall immediately notify DEKRA – no later than 24 hours after becoming aware of them – of any vulnerabilities that could significantly compromise DEKRA's software

or data. For critical vulnerabilities, the supplier shall provide appropriate corrective measures or effective workarounds immediately, but no later than within 72 hours; for high-severity vulnerabilities, within 14 calendar days. Any deviations from these requirements require DEKRA's prior written consent.

Upon request, the supplier shall provide an up-to-date, machine-readable bill of materials for the software components (Software Bill of Materials, SBOM), including any open-source and third-party components used. The supplier shall notify DEKRA at least 24 months prior to the expiration of support or a planned discontinuation (End of Life/End of Support) and shall offer a reasonable migration solution that is functionally and security equivalent.

2.5 Integration and trial operation. The Supplier shall instruct and support DEKRA, insofar as this is necessary to carry out testing and trial operation, or to use the Software. If contractually agreed, the Software shall be supplied and transferred to DEKRA ready for use. To ensure it is ready for use, the Supplier shall install, configure and integrate the Software. DEKRA shall then carry out approval testing. Approval shall be granted in accordance with the statutory regulations on acceptance and the conditions below, unless expressly agreed otherwise:

2.5.1 Software defects identified during the approval testing shall be divided into the following error classes:

- (a) Error class 1: The defect causes the Software or an important part thereof to not be usable for DEKRA
- (b) Error class 2: The defect causes considerable restrictions to important functions
- (c) Error class 3: Other defects

2.5.2 DEKRA shall only be required to confer its approval if the Software has been installed, configured and integrated in accordance with the contract. DEKRA shall be granted a testing period of at least 10 business days from the time it receives the Software for this purpose.

2.5.3 Approval or acceptance may not be deemed to have occurred by virtue of commencement of use, payment, silence, or the passage of time. Errors in Error Classes 1 and 2 entitle DEKRA to refuse approval. Errors in Error Class 3 must be recorded in a binding error report and rectified within the agreed timeframes. DEKRA is entitled to suspend the approval inspection in the event of significant defects; the inspection period shall be recommended once the errors have been fully rectified.

- 2.6 **Delivery date and location.** The Software shall be supplied at the agreed location on the agreed date in object code and in ready to implement condition, or, at the discretion of DEKRA, shall be provided for download in a suitable manner.
- 2.7 If the purpose of the contract is the provision of Software as a service, DEKRA shall be granted use of the Software in the form and manner agreed upon the agreed date. Agreed deadlines and terms are binding unless agreed otherwise.

3. RIGHTS OF USE

- 3.1 The Supplier shall grant DEKRA and DEKRA companies a non-exclusive, irrevocable, and transferable right of use to the Software, unrestricted in terms of time, location and content upon delivery or provision of the Software. This shall also apply respectively to patches, updates, upgrades and new versions of the Software and the accompanying documentation provided by the Supplier.
- 3.2 DEKRA is entitled to copy the Software at least to the extent necessary for the intended use, and to use the Software and allow its use by and for DEKRA companies. DEKRA reserves the right to make copies of the Software for backup purposes.
- 3.3 If the Software is transferred on a temporary basis, the above rights shall apply for the duration of the contractual term. If the Supplier provides Software as a service, DEKRA is entitled to access the Software for the duration of the contractual term by means of telecommunication equipment in the scope indicated above, and to use or allow the use of the functions associated with the Software.
- 3.4 The Supplier is obligated to immediately inform DEKRA in writing, citing the specific applicable licenses and transfer of licensing conditions, if so-called "free software" or "open-source software" ("**OSS**") is to be used when performing its services. The Supplier is not entitled to use OSS in the fulfillment of the contract without prior written consent from DEKRA. The use of OSS without the prior written consent of DEKRA is deemed a significant breach of contract and represents a defect in the provision of services.
- 3.5 The Supplier warrants that neither OSS nor any other third-party components give rise to obligations that would require DEKRA to disclose its own source code, license its own software under copyleft terms, or otherwise restrict its rights of use. DEKRA may refuse to approve OSS if there is a legal, security-related, or operational risk. The Supplier shall maintain a list of all third-party components, including their license terms, versions, and origin, and shall update this list on an ongoing basis.
- 3.6 DEKRA shall be entitled, even after the rights of use expire, to retain and use a copy of the Software and the accompanying documentation for testing and archiving purposes.

- 3.7 In the event of a permanent transfer or to the extent necessary for operation in accordance with the contract, the Supplier shall provide DEKRA, no later than upon acceptance, with all configuration documents, interface descriptions, build and deployment instructions, administrative documentation, as well as the access data and keys required for independent use. This does not apply to the Supplier's generally protected trade secrets, provided that DEKRA is able to fully operate, maintain, and further develop the software without these documents.

4. CHANGES TO SOFTWARE

- 4.1 **General information.** If the Supplier makes changes to the Software used by DEKRA, the Supplier shall immediately inform DEKRA of these changes in writing.
- 4.1.1 DEKRA is not required to accept updates, upgrades or new versions of the Software from the Supplier if doing so would be unreasonable for DEKRA, due to the costs to be incurred by DEKRA or due to resulting risks associated with the conversion.
- 4.1.2 DEKRA is entitled to reject the installation of updates, upgrades or new versions of the Software if these have significantly different functions and compatibilities compared to the part of the Software to be replaced.
- 4.1.3 The Supplier may not make any changes that adversely affect security, availability, performance, functionality, interfaces, data formats, or DEKRA's use of the system in accordance with the contract. Planned material changes must be announced in writing at least 90 calendar days before they take effect and made available in a test environment. The Supplier shall ensure backward compatibility with agreed-upon interfaces and data formats for a reasonable transition period. DEKRA may object to a material change; in such a case, the Supplier shall continue to provide the previous service until a mutually agreed-upon solution is reached, to the extent that this is technically and economically reasonable.
- 4.2 DEKRA reserves the right to edit the Software or have it edited to adjust the Software to modified technical and legal requirements. Edits by third parties which are not DEKRA companies shall require the approval of the Supplier; the Supplier shall grant approval if it does not offer the required edits itself at standard market rates. DEKRA's statutory editing rights shall remain unaffected; this shall apply to the rights in sections 69d no. 2 and 69e UrhG (Copyright Act).

4.3 Additional conditions relating to the temporary transfer of Software and the provision of Software as service:

- 4.3.1 The Supplier shall ensure the ongoing development of the software and shall provide DEKRA with updates, upgrades, and new versions of the software. The Supplier agrees to provide DEKRA with an update, upgrade, or new version of the software at regular intervals, but at least once every calendar half-year.
- 4.3.2 The Supplier shall adjust the Software to changing statutory conditions, insofar as the Software cannot be used or can only be used with restrictions under the changed statutory conditions.
- 4.3.3 During the term of the contract, the Supplier shall, without additional compensation, adapt the software to comply with mandatory legal, regulatory, and governmental requirements that are essential for DEKRA's use of the software in accordance with the contract within the agreed-upon area of application. This includes, where applicable, requirements regarding data protection, IT security, digital accessibility, and record-keeping obligations. The Supplier shall inform DEKRA in a timely manner of any necessary cooperation required.

5. REMUNERATION

- 5.1 The agreed remuneration shall apply for the term of the contract. An automatic increase in the remuneration or a unilateral increase in remuneration by the Supplier is not permitted.
- 5.2 After the expiration of an agreed minimum contract term, compensation may be increased only pursuant to a prior written agreement between the parties. For extension periods, at least the previous prices and terms shall apply. If usage- or volume-based fees have been agreed upon, the supplier shall provide transparent, verifiable billing data; DEKRA is entitled to have this data audited by a third party bound by a confidentiality agreement. Any overpayments must be refunded immediately.
- 5.3 All services according to no. 2 to 4 of this GPC-IT SW are included in the agreed remuneration and shall not be compensated separately. The remuneration shall be divided based on the individual programs contained in the performance specification. The remuneration shall also include the costs for data storage and shipping.
- 5.4 If the obligation to pay starts or ends during a calendar month, the remuneration shall be one thirtieth of the monthly remuneration per calendar day.

6. WARRANTY AND LIABILITY

- 6.1 **General information.** The statutory provisions and the conditions of this GPC- IT SW shall apply without restriction to the rights and claims of DEKRA in the case of material defects or defects of title relating to the services, and to any other breaches of obligation by the Supplier.
- 6.2 As a short-term measure, a replacement or a workaround solution can be provided to temporarily correct or avoid the effects of a defect. However, this does not represent a final remedy.
- 6.3 The Supplier shall immediately correct defects during the warranty period – and during the contractual term in the case of a temporary transfer of the Software or if it is provided as Software as a service – considering the interests of DEKRA.
- 6.4 For Software as a Service, the parties agree on measurable service levels, including availability, response and recovery times, and maintenance windows. Availability is measured monthly; downtime, the measurement method, and exceptions must be documented transparently. If the agreed-upon service levels are not met, DEKRA is entitled to appropriate service credits, without prejudice to any further statutory or contractual rights. Repeated or significant failures to meet these levels entitle DEKRA to terminate the agreement for cause. Availability is not considered to have been met if essential agreed-upon functions or interfaces are unavailable.
- 6.5 The Supplier shall maintain a documented, regularly tested emergency and recovery plan. The Supplier shall create backup copies of the DEKRA data it processes at the agreed-upon intervals, protect these copies against loss and unauthorized access, and test their recoverability at least once a year. The supplier shall meet the agreed recovery time objective (RTO) and recovery point objective (RPO) targets and shall provide DEKRA with the results of key tests upon request.
- 6.6 The Supplier shall notify DEKRA immediately – no later than 24 hours after becoming aware of the incident – of any actual or reasonably suspected security incidents, data breaches, unauthorized access, or loss of DEKRA data. The notification shall include, at a minimum, the nature and scope of the incident, the affected systems and data, remedial measures taken to date and planned, as well as a contact point that can be reached. The Supplier shall provide DEKRA with full support, without additional compensation, in investigating, containing, and restoring the situation, fulfilling reporting obligations, and communicating with affected parties or authorities, to the extent that the Supplier or its subcontractors are responsible for the incident.
- 6.7 The supplier warrants that the digital elements will comply with the requirements of § 475b of the German Civil Code (BGB) during the provision period, but for at least a period of two years from the date of provision.

6.8 **Defects of title.** If third parties assert claims against DEKRA due to a violation of industrial property rights or copyrights (jointly referred to as: "**third-party rights**") resulting from the use of the Software, and/or if this prevents or restricts DEKRA's use of the Software, the Supplier shall be liable as follows:

6.8.1 At its discretion, the Supplier shall either procure the required rights of use or shall change or replace the Software so that it no longer violates the third-party rights but still corresponds to the Software it is required to provide under the contract. If it is not possible for the Supplier to do so, upon request by DEKRA it shall take back the Software and refund the remuneration paid, less the amount pro-rated to the time the Software was in use.

6.8.2 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.

6.8.3 Court and legal costs incurred by DEKRA as a result of the legal defense shall be charged to the Supplier.

6.8.4 If DEKRA itself is responsible for the breach of property rights, then no claims may be asserted against the Supplier.

6.8.5 The Supplier shall indemnify DEKRA, the DEKRA companies, and their officers and employees against all claims by third parties, including reasonable legal defense costs, arising from an infringement of third-party rights by the software or its use in accordance with the contract. This indemnification also applies to claims arising from the use of third-party components employed by the Supplier. Until a permanent remedy is implemented, the Supplier shall ensure the uninterrupted use of the Software in accordance with the contract.

7. EXPOTS

7.1 The Supplier shall comply with all applicable export provisions in conjunction with a delivery of Software and shall independently obtain all authorizations required under export regulations at its own cost and shall provide DEKRA with all required information.

7.2 Insofar as the Supplier procures the Software in whole or in part from third parties, it shall ensure that it comes from secure sources and has been exported, imported and

supplied subject to and in compliance with all applicable export regulations provisions of the country of manufacture / shipping.

8. MISCELLANEOUS

- 8.1 The Supplier shall correct defects in the Software within the terms and deadlines agreed in a Service Level Agreement. Unless expressly agreed otherwise by the parties, warranty claims by DEKRA shall remain unaffected by the conclusion of a Service Level Agreement.
- 8.2 If the Supplier provides Software as a service, it shall ensure the availability level agreed in a Service Level Agreement. If no availability level is agreed upon, the Software shall be always provided and without interruption.
- 8.3 DEKRA must be notified if any major subcontractors are used or replaced, particularly hosting, support, development, or security service providers. The supplier remains responsible for their services as if they were their own and shall require them to meet at least the requirements agreed upon in this contract.

DEKRA is entitled to verify the supplier's and its subcontractors' compliance with contractual, data protection, and security-related obligations, either directly or through a third party bound by a confidentiality agreement. The supplier shall provide suitable evidence, current test reports, and documentation for this purpose and shall permit reasonable audits when there is a valid reason to do so. Audits shall be conducted with due consideration for the supplier's operational processes.

- 8.4 Upon request from DEKRA, the Supplier shall assume management of the Software to which DEKRA has an unrestricted right of use in return for payment of a standard remuneration according to the conditions of a standard agreement to be concluded between the parties.
- 8.5 If DEKRA no longer has a usable version of the Software as a result of an inadvertent deletion or similar incidents, the Supplier shall provide DEKRA with a replacement free of charge.
- 8.6 The transfer of data or other information by DEKRA to the Supplier as part of using the Software as service shall not result in any right of use being granted to the Supplier or third parties. Unless agreed otherwise between the parties, DEKRA's data may only be processed and used in the territory of the Federal Republic of Germany, even in the case of Software as a service data.
- 8.7 DEKRA remains the sole owner of its data, including all data generated or derived from the use of the software to the extent that such data is attributable to DEKRA. The Supplier shall process DEKRA data exclusively for the purpose of fulfilling the contract, in accordance with DEKRA's documented instructions, and only within the

agreed processing area. Use for product improvement, analysis, training, testing, or validation of artificial intelligence models, or for any other purposes of the Supplier or third parties, is prohibited unless DEKRA has expressly consented in writing in advance.

The supplier warrants that no DEKRA data will be entered, stored in, or used for training purposes in generative AI services or comparable external services, unless DEKRA has previously approved this in writing. In the event of data processing on behalf of DEKRA, the parties shall enter into an agreement in accordance with Article 28 of the GDPR prior to the commencement of processing.

- 8.8 If the Supplier provides Software as a service, the Supplier shall provide any saved data free of charge in a standard electronic format selected by DEKRA upon request.
- 8.9 Upon request, the Supplier shall provide DEKRA with data at any time – but no later than within five business days – in a complete, structured, standard, and machine-readable format that is documented and either open or in accordance with industry standards. This also includes metadata, logs, configurations, and links, to the extent that they are necessary for continued use. Upon termination of the contract, the Supplier shall assist DEKRA during a reasonable transition period with migration and handover to DEKRA or a successor service provider at the agreed-upon prices, or alternatively, on terms customary in the market. After successful handover and the expiration of a retention period determined by DEKRA, the Supplier shall securely delete all DEKRA data and confirm the deletion in writing.
- 8.10 In the case of custom-developed software that is business-critical for DEKRA, the supplier shall, at DEKRA's request, deposit the current source code – including the build environment, documentation, and dependencies – with a neutral escrow agent. DEKRA shall have the right to access the source code, particularly in the event of the supplier's insolvency, permanent discontinuation of support, a serious breach of contract that has not been remedied within the specified time frame, or the supplier's failure to perform. The costs of the deposit shall be borne by the supplier.