



General Terms and Conditions of Business of CGI (Deutschland) BV & Co. KG

A. General terms

1. Contract formation and validity

- 1.1. These General Terms and Conditions of Business shall apply to all contracts formed between CGI Deutschland B.V. & Co. KG, its affiliates within the meaning of s.15 ff. of the German Stock Corporations Act (AktG) (hereafter referred to as “CGI”) and its Customers in relation to the delivery of consultancy and support services including the creation of concepts, documentation, studies, and analyses (“**Consultancy**” or “**Services**”) together with the creation of deliverables for the Customer or the creation of works in accordance with Customer-specific requirements (“**Projects**” or “**Solution Development**”) including the development of Customer-specific software (hereafter cumulatively referred to as “**Delivery**”). For contracts relating to pre-existing standard software, whether delivered under a Software as a Service model or software licence, the purchase or leasing of hardware, or personnel assignment services (“Arbeitnehmerüberlassung”) only the General Terms shall apply; the Specific Terms shall be made available by CGI upon request in relation to specific orders.
- 1.2. CGI's offer shall be valid and binding for a period of four weeks unless such proposal is expressly labelled as non-binding or indicative.
- 1.3. A legally binding agreement shall enter into force upon the timely receipt of an offer counter-signed by the Customer or upon signature of a contract by both parties and in any event no later than such time as CGI commences performance with the Customer's knowledge or consent or upon the Customer's request.
- 1.4. Following the formation of an initial contract, these General Terms and Conditions of Business shall govern all future contracts entered into between the parties and as such shall be deemed to be acknowledged and agreed by the parties in a legally binding manner without express incorporation into such agreements unless expressly agreed to the contrary. This provision shall also apply to call-off contracts, work orders, or statements of work (SoWs) which incorporate CGI's Deliveries.
- 1.5. Unless CGI has expressly agreed in writing that such terms shall apply, the Customer's General Terms and Conditions of Business shall not apply, including where such terms have not been expressly excluded, whether generally or in a particular instance. This exclusion shall also apply where CGI has commenced Delivery in the knowledge of General Terms and Conditions of Business of the Customer which differ from or contradict these General Terms and Conditions of Business.

2. Subcontracting and place of performance

- 2.1. CGI shall be entitled to engage qualified third parties for the purposes of Delivery without the prior consent of the Customer, except to the extent that such consent is required by law.
- 2.2. The place of performance is the location of the Customer's registered office, except where otherwise agreed. CGI may at its own discretion perform any part of the Delivery from its own premises or locations, provided that no physical presence is required at the Customer's location.

3. Milestones, deadlines, delays and force majeure

- 3.1. Delivery deadlines are not binding unless expressly agreed as such in writing.
- 3.2. Should the Customer fail to provide any supporting contribution (whether in whole or in part), or should the Customer fail to provide such supporting contribution a timely manner, any agreed deadlines that are binding upon CGI shall automatically be extended accordingly. Should the Customer's delay cause CGI to incur increased effort, the Customer shall be liable to remunerate CGI for the additional effort at the agreed rates or, where no such rates have been agreed, at CGI's standard daily or hourly rates. CGI shall promptly inform the Customer of the delay and any additional costs or expenses that have already been incurred or which are likely to be incurred.
- 3.3. CGI shall be deemed to be delayed in its Delivery obligations only after the Customer has notified CGI in writing of the delay, set an appropriate deadline for completion of the Delivery, and such deadline has passed without effect. Moreover, a delay amounting to a breach of obligation shall only be deemed to have occurred where such delay is material and has demonstrably led to loss or damage on the part of the Customer, and such loss or damage was not caused or contributed to by the Customer.
- 3.4. Should either Party's ability to perform a contractual obligation in respect of Delivery or any supporting contribution only be possible with a delay or only be possible in part due to circumstances outside its control (due to an event of force majeure, such as labour disputes, war or terrorism, weather conditions or a network failure for which neither Party is responsible), the agreed deadlines shall be extended by the amount of time for which such event persists. The affected Party shall promptly notify the other via a textual medium of the temporary inability to meet obligations. Should these circumstances persist for a period in excess of 90 calendar days, either Party may terminate this Agreement upon written notice, upon which CGI shall be entitled to remuneration for any Delivery already performed together with compensation for any costs and expenses already incurred by CGI in conjunction with the Delivery.

4. Price and payment

- 4.1. The agreed remuneration shall be calculated, unless the Parties have agreed otherwise, on the basis of the Proposal. CGI shall invoice for Delivery in accordance with the agreed payment schedule. Where (a) no remuneration has been agreed in respect of CGI's Delivery; or (b) additional Services have been delivered upon the Customer's request without agreeing specific remuneration; or (c) the Delivery is to be charged on a time and materials basis, CGI shall charge its standard daily or hourly rates unless otherwise agreed.
- 4.2. CGI's standard daily or hourly rates, which CGI charges in respect of its respective industry-specific price lists for consultancy and Services, are available to the Customer prior to commencement of Delivery and may be requested at any time. CGI may apply a reasonable annual increase to its standard hourly/daily rates once per year by agreement with the Customer.
- 4.3. CGI's standard daily rates are based on a working day of eight hours on Business Days (Monday to Friday between

8 a.m. and 6 p.m., excluding any public holidays at the place of performance; work on public holidays and at night are subject to a supplement of 100%). Work in excess of eight hours per Business Day, and work at night or on public holidays, may only be invoiced by prior agreement with the Customer. Time on-call is charged at 25% of the relevant hourly or daily rate; work delivered during any on-call period is charged at 100% of the applicable rate. Travel time shall be charged at the agreed rate or, where not specifically agreed, at CGI's standard daily or hourly rates.

- 4.4. The Customer is responsible for all taxes, fees, customs duties and transaction costs. All prices and payments are stated exclusive of any value added or sales taxes.
- 4.5. The Customer shall compensate CGI in respect of any out-of-pocket expenses, including without limitation any subsistence expenses, travel and accommodation costs of CGI personnel, which are required for the purposes of Delivery or which are incurred for the Client's benefit.
- 4.6. All sums invoiced are due for immediate payment in full, and shall be paid within 30 calendar days from receipt of invoice. Delivery invoiced on a time and materials basis (i.e., based on daily or hourly rates) shall be invoiced monthly in arrears.
- 4.7. CGI shall be entitled to charge the Customer annualised late payment interest of 9 percentage points above the Base Rate of the European Central Bank in respect of late payments. Moreover, upon late payment, CGI may set a deadline of 14 days for the Customer to make payment, failing which, CGI shall be entitled to suspend Delivery until such time as the Customer has fulfilled its payment obligations. Should CGI suspend Delivery, CGI shall be entitled to charge the Customer for such additional costs, effort and expenses incurred as a result of such suspension of Delivery. Clause 3.2 shall apply during the period of suspension of Delivery. In the event of repeated late payment, CGI shall be entitled to require payment in advance of Delivery.
- 4.8. The Customer shall only be entitled to set off any payment claim against CGI, or to exercise any retention of title, to the extent that such claims have been legally established or are otherwise undisputed or acknowledged by CGI.

5. Retention of title

CGI shall retain title and all rights in any Deliverables until full payment in respect thereof has been made. The Customer shall promptly notify CGI in the event that any third party has access to any goods over which CGI has retained title.

6. Confidentiality and disclosure

- 6.1. The Parties shall maintain the confidentiality of all Confidential Information and shall protect it from disclosure to third parties. Confidential Information is any information which (a.) is neither generally known nor readily accessible to persons who generally deal with information of this kind, either as a whole or in its specific combination and layout, and which therefore has an economic value; and (b.) is subject to confidentiality measures by its lawful owner which are reasonable in the circumstances; and in respect of which (c.) there is a legitimate interest in maintaining confidentiality. Confidential Information may include, without limitation, knowledge or experience (including software), documents, ideas, knowhow, data or other information, in any form whatsoever, customer or supplier relationships, IT systems used, IT architectures, business

structures, analyses, studies, reports or similar documents which are or were created on based on, or which make use of such Confidential Information, provided that at least some such Information is identifiable therein.

- 6.2. Confidential Information excludes any information which:
 - Was known to the receiving Party at the time of its disclosure and which was not subject to any obligation of confidentiality; or
 - Was or subsequently becomes public knowledge without breach of any obligation of confidentiality by the receiving Party;
 - Was made known to a Party by a third party, without the third party having thereby breached any obligation of confidentiality of which the receiving Party was or should have been aware;
 - Was independently created or developed by the receiving Party without use of the Confidential Information.
- 6.3. This obligation shall also extend to the fact that the Parties are collaborating, including the content of any discussions or negotiations between the Parties and the content of any agreements that are yet to be finalised. The Confidential Information may only be disclosed to the Parties' own employees, directors, officers, servants and external advisors to the extent strictly necessary and only where such persons are subject to an obligation of confidentiality prior to such disclosure.
- 6.4. The Parties shall each ensure, via compliance with a suitable procedure, that the Confidential Information is protected from disclosure to third parties, whereby each Party shall apply no less than the usual degree of care that it would apply to its own Confidential Information and in any event no less than the usual degree of care that is generally applied to such Confidential Information. Should a party become aware that the Confidential Information has been disclosed to any unauthorised person, such Party shall notify the other without delay. This obligation shall apply whether or not such Party was at fault in respect of the unauthorised disclosure.
- 6.5. The disclosure of Confidential information to fulfil a statutory duty, a court order, or an administrative order of a public body shall not constitute a breach of the obligation to maintain confidentiality. The disclosing Party shall nevertheless restrict the disclosure to the maximum extent permitted and, to the extent legally permissible, shall promptly notify the other Party of such disclosure.
- 6.6. Unless expressly permitted in writing or required by the nature of the activity performed, each Party is prohibited from copying, transcribing, or summarising the content of Confidential Information and from copying, storing on any media, or creating any derivative work from any data contained in the Confidential Information.
- 6.7. The Parties shall use any Confidential Information received solely for the purposes of initiating or fulfilling this Agreement. The Parties shall refrain from economically exploiting or copying the Confidential Information for any other purpose in any way whatsoever, including without limitation by way of reverse engineering, and whether on their own account or by means of any third party.
- 6.8. Any disclosure of any Confidential Information arising in conjunction with Delivery under this Agreement (including any program code), whether in words, written media, images, or sounds, in any electronic or physical party, by either Party or any third party engaged on its behalf,

requires the express, written consent of the other Party.

7. Data rights

- 7.1. The Customer is and shall remain the proprietor and sole holder of all rights in any pre-existing or transferred data and any results of any processing thereof (such as databases created or derived under this Agreement, cumulatively the “**Customer Data.**”) Throughout the term of the applicable delivery contract, the Customer may access, download and/or export the Customer Data as agreed with CGI and may restrict or prohibit the processing of such data for the purposes of fulfilling such delivery contract. CGI nevertheless expressly draws attention to the fact that Delivery in the absence of data in sufficient quantity or of a sufficient quality may lead to defects or delays. The Customer is responsible for the provision of appropriate test data.
- 7.2. Save where otherwise agreed in specific instances, CGI shall return the Customer Data to the Customer within two (2) months following termination or expiry of such delivery contract in a standard data format, and shall then delete such data except to the extent that any applicable law requires its retention.

8. Data protection and data security

- 8.1. The Parties shall comply with the applicable data protection laws including, where applicable, any laws governing the protection of social data and/or the security and privacy of telecommunications and banking. To the extent that CGI processes personal data on behalf of the Customer, the Parties agree to enter into a specific agreement governing the processing of such personal data. Such agreement shall be sufficient to satisfy the requirements of the General Data Protection Regulation (GDPR). Irrespective of whether CGI is a data processor, the Customer shall ensure that all data to which CGI is granted access or which is transmitted to CGI is processed lawfully. CGI shall not be required to validate the lawfulness of the processing of personal data.
- 8.2. CGI shall process personal data solely in accordance with a data processing agreement entered into with the Customer and in any event only where the processing of such personal data (a.) is the substantial purpose of a contractual obligation; or (b.) a Service cannot be performed without processing such personal data (e.g., hardware hosting or applications management services), and such processing shall reflect a specific Customer requirement rather than a blanket instruction. CGI shall not be liable where personal data is made accessible in the context of a Project without appropriate authorisation or other than for a specific purpose (e.g., the disclosure of live personal data for test purposes or the absence of sufficient technical and organisational measures, thereby enabling CGI's personnel to access such personal data without a lawful basis).
- 8.3. The Customer shall indemnify CGI in respect of third party claims, including claims by data subjects and administrative measures or fines arising from the fact that the processing of personal data in accordance with this Agreement is or becomes unlawful. Such indemnity shall also encompass the costs of any legal defence.
- 8.4. The Parties shall take appropriate contractual steps to ensure the compliance of any employees or third parties engaged in the processing of personal data on their behalf in respect of obligations of data security and data

protection.

9. Liability

- 9.1. CGI shall be liable on a statutory basis in respect of wilful misconduct, gross negligence, claims under the German Product Liability Act (Produkthaftungsgesetz), express indemnities and guarantees (Garantien) and in respect of loss of life, bodily injury, or loss of medical amenity.
- 9.2. In all other circumstances, CGI shall only be liable for breach of contract in the absence of gross negligence in respect of a material breach of this Agreement, in which case CGI's liability shall not exceed the typical and foreseeable damage arising from such breach. A material breach is a breach of an obligation that is fundamental to the fulfilment of the purpose of this Agreement such that the other Party to this Agreement may rely on its fulfilment as a matter of course. Save where otherwise agreed, the typical, foreseeable damage shall be deemed to be the total net compensation payable under the relevant specific contract (such as an order or statement of work); in the event of an ongoing duty or longer Project, the value of such typical, foreseeable loss shall be deemed to be the annual net total compensation payable. CGI shall not be liable where it is not at fault for any breach that would otherwise give rise to such liability.
- 9.3. The Customer may only assert a claim for damages in lieu of performance of the services in accordance with Para. 281 of the German Civil Code and/or reimbursement of expenses in accordance with Para. 284 of the German Civil Code after it has firstly set an appropriate deadline for CGI to perform the services (or remedy any poor performance) and has provided notice that, upon expiry of such deadline, it shall reject any Delivery, and such Delivery has in fact not taken place within the specified deadline. Damages claims, within the meaning of this Agreement, include claims for reimbursement of wasted expenses.
- 9.4. CGI shall only be liable for loss of data where such damage would have occurred in the event of regular backups (i.e., made at intervals of no greater than 24 hours) as appropriate to the risk of loss. CGI shall further only be liable for loss of data to the extent that the Customer has taken appropriate data security measures and that such data is retained and made accessible on machine readable media such that it may be restored with proportionate effort.
- 9.5. CGI shall not be liable for loss of profit, loss of anticipated savings, or consequential loss unless caused by CGI's gross negligence or wilful misconduct.
- 9.6. The limits and exclusions of liability set out at clauses 9.2 to 9.5 shall also apply to losses arising outside the scope of this Agreement and to losses caused by CGI's servants, employees, legal representatives, directors or officers.
- 9.7. Once any Delivery been made available by CGI, the Customer shall be solely responsible for checking such Deliverables and for its response to any hazards or risks.
- 9.8. CGI shall not be liable to the Customer for any loss or damage arising from the failure of any third-party enterprise engaged by the Customer to perform its obligations, or for failure to do so in a timely and/or proper manner.
- 9.9. In determining CGI's liability, any contributory failure on the part of the Customer such as failure to provide any supporting contribution in a timely and/or proper manner or at all, shall be taken into consideration.
- 9.10. Any claim by the Customer (other than claims for personal injury caused by CGI, its servants, employees, legal

representatives, directors or officers, and/or claims arising from wilful or grossly negligent breaches of duty by CGI shall be subject to a limitation period of two (2) years beginning at the time the claim arose and the Customer was, or in the absence of gross negligence ought to have been, aware of such claim.

10. Export controls

10.1. The customer acknowledges that CGI's fulfilment of its obligations under this Agreement is subject to the following conditions:

- CGI shall receive all necessary approvals for export and reimport from the governments of Germany, the EU, the USA or any other relevant territory ("**Approvals**"); and
- The Customer shall provide all necessary documents, including without limitation International Import Certificates (IICs) and Statements by Ultimate Consignee to CGI as are required to obtain such Approvals.

10.2. The Customer shall only be entitled to export or reimport any Deliverables, whether directly or via any third party, after having obtained necessary Approvals.

11. Integrity

The Customer shall comply with all statutory provisions for the purposes of combatting corruption. Without limitation, the Customer warrants and represents that it has not and shall not offer, promise or grant any unauthorised benefit to any employee of CGI, or any person connected to such employee. This prohibition shall extend to any employee or servant of the Customer or any third party acting in accordance with the Customer's instructions.

12. Disputes and applicable law

12.1. The Parties shall use all reasonable endeavours to settle any differences of opinion in respect of this Agreement on an amicable basis, involving their respective directors or other authorised representatives to do so.

12.2. These General Terms and Conditions of Business and any proposal or contract referring to them (including work orders, specific contracts, statements of work, etc.) are subject to the laws of the Federal Republic of Germany excluding the UN Convention on the Sale of Goods. Any dispute shall be subject to the jurisdiction of the courts sitting at Düsseldorf.

13. Miscellaneous provisions

13.1. These General Terms and Conditions of Business together with any proposal or contract (orders, specific contracts, statements of work, etc.), constitute the entire agreement between the Parties and replace all prior agreements, proposals and statements in respect of their subject matter. The Parties agree that no oral or other side agreements exist.

13.2. The following order of precedence shall apply to all agreements governing the contractual relationship:

- Any provisions mutually agreed between the Parties (where applicable);
- CGI's proposal; accepted in full by the Customer where applicable;
- These General Terms and Conditions of Business;
- Any additional statutory provisions.

13.3. Any addition or amendment to this Agreement shall be in writing. Any addition or amendment that does not fulfil this requirement shall be null and void. This shall also apply to any amendment to this clause, setting out the requirement for such additions or amendments to be in writing.

Communications via a textual medium (including, without limitation, e-mail) shall not be deemed to be in writing for the purposes of this clause and shall only be valid for the purposes of sharing information, intentions or considerations, except where textual mediums are expressly stated to be sufficient. Where the use of a textual medium is specified, this shall be a minimum requirement and a written medium may be used for such purposes.

13.4. The Customer shall not be entitled to assign or transfer any right under this Agreement to any third party without the express consent of CGI. No third party shall acquire any rights under this Agreement such that this Agreement is for the benefit of such third party. CGI is entitled to procure the performance of any obligations under this Agreement, whether in whole or in part, via any of its CGI corporate affiliates or to assign or transfer its rights and obligations under this Agreement to any such affiliate.

13.5. Should any individual provision of the agreement between the Parties be void or unenforceable, the remaining provisions shall remain in full force and effect. The Parties agree to replace the void or unenforceable provision with a valid provision that reflects the economic purpose of the void or unenforceable provision as nearly as possible. The same shall apply to the interpretation of any matter on which this Agreement is silent.

B. Specific terms

14. Scope and delivery

14.1. To the extent that the Delivery is not sufficiently specified at the time of entering into this Agreement, CGI shall create a specification in accordance with the Customer's stated requirements, and shall send a draft of such specification to the Customer for review and agreement. The Customer shall check whether all requirements are accurately and adequately set out in such draft. In the event that no approved specification is available, CGI may defer Delivery until such time as approval is granted, or may perform its obligations in good faith to the best of its knowledge and belief, and in any event with reasonable care and skill in accordance with good industry practice.

14.2. CGI shall perform its obligations in accordance with the agreed specification, in accordance with its proposal, or in accordance with good industry practice. CGI shall not be liable to deliver any particular outcome or any work with any particular characteristics unless expressly agreed in writing. If the Parties agree that Deliveries are to be provided on a time and materials basis, or where CGI is required to provide a concept in accordance with the Customer's instructions, such Deliveries or concepts shall be deemed to be Consultancy or Services unless expressly stated otherwise. CGI shall perform such Services with due care and skill and in accordance with good industry practice. Where the Parties agree that CGI shall provide documentation of third party software, CGI's obligations shall extend solely to the provision of the manufacturer's documentation to the Customer.

14.3. Where the Parties agree to implement Delivery via the use of Agile methodology (such as Scrum), the Parties shall jointly agree a detailed project plan, setting goals (including product backlog, sprint goals, and other delivery goals) prior to commencement of the Project. Should CGI provide such Services on a time and materials basis, the Parties shall jointly agree suitable points to measure the progress of the Services (including milestones and sprint goals, etc.).

In the absence of agreed measurements and goals, CGI shall be solely liable for the provision of general consultancy services. Should work results with particular characteristics form part of the Delivery of an Agile Project, the Parties shall define appropriate milestones or sprint goals. If a fixed price or price cap is agreed, the price shall fall due for payment in proportion to the progress reached as each milestone or sprint goal is reached except where the Delivery is invoiced at regular intervals on a time and materials basis. Upon commencement of each additional sprint or milestone, all prior, completed milestones or sprints shall be deemed approved and finalised.

14.4. CGI shall ensure Delivery on the basis of the applicable law at the time of entering into this Agreement. Should the legal position change during the term of this Agreement such that changes to CGI's Delivery are required, such changes shall be dealt with in accordance with the Change Request Procedure set out at clause 18.

15. Project governance and meetings

15.1. CGI shall act as the point of contact for the Delivery for which it is engaged, including where CGI appoints third parties to effect such Delivery, except to the extent that such collaboration with third parties is instigated on the Customer's behalf or such third parties are not engaged in the service of CGI.

15.2. Upon entering into this Agreement, each party shall appoint a nominated point of contact and a deputy. The Parties' respective points of contact and their deputies shall be authorised to accept any notification made in conjunction with Delivery of any Projects or Services and shall be entitled to take all such binding decisions on behalf of the respective Party as may be required. Should the Parties agree to implement the Delivery in accordance with Agile methodology such as Scrum, each Party shall determine responsibility for conceptualisation and execution as part of the project organisation, including (without limitation) the appointment of the Scrum Master, Scrum team and Product Owner and define the roles and responsibilities of each Party in relation to the progress of the Project.

15.3. CGI shall regularly inform the Customer about the progress of the Project or Services.

15.4. In the case of a long-term collaboration, the Parties shall meet regularly to discuss the status of the Delivery and to determine any necessary amendments thereto. Unless otherwise agreed, all meetings shall be held, and all status reports shall be provided on a monthly basis. Upon request of either Party, the Parties shall convene a project meeting in order to notify each other of the progress of the Project. The contents and outcomes of such meetings shall be minuted. The Parties shall attend all required meetings in accordance with the applicable methodology (daily scrums, stand-up meetings, timeboxing, etc.).

15.5. Where the Parties are unable to agree on specific points in mutual meetings, each Party shall escalate such points to their respective management teams as necessary to reach agreement. Each Party shall notify its respective management team within a week of such meeting.

15.6. CGI is responsible for Delivery as an independent contractor and is free to work for other customers, including the provision of services with similar scope and content. CGI shall accordingly be free to determine the nature of the Delivery within the confines of this Agreement. The Parties acknowledge and agree that this Agreement does not give

rise to any employment relationship or joint venture between the Customer and CGI or any CGI employee.

16. Personnel

16.1. Each Party is responsible for ensuring that those personnel that it engages for the purposes of Delivery comply with those rules and guidelines in force at the premises/place of performance as have been notified to such Party in advance. Each Party's respective personnel are subject the sole control and authority of the Party that engages them, and personnel shall not be integrated into the organisational structure of the other Party.

16.2. CGI shall use qualified personnel for the purposes of Delivery and shall be free to decide which of its workforce shall be engaged (and which shall be replaced), provided that such engagement or replacement does not negatively affect the Delivery.

16.3. CGI shall withdraw individual members of personnel who have been engaged in Delivery upon a substantiated request from the Customer. CGI may refuse to withdraw such personnel in the absence of a substantial reason for such withdrawal. The Customer shall be liable to pay for the costs and effort incurred by CGI as a result of such withdrawal unless the professional or personal qualities of the withdrawn personnel amount to a substantial reason for their withdrawal.

16.4. CGI shall seek to agree the vacation leave of personnel engaged in Delivery with the Customer and shall use reasonable endeavours to coordinate any vacation periods with the Customer. Notwithstanding the foregoing, the Customer's consent is not required for personnel to take vacation leave.

16.5. During the term of this Agreement and for a period of six (6) months following completion of Delivery, neither Party shall, without the prior written consent of the other, directly or indirectly solicit any personnel of the other for the purposes of employment or other collaboration. For the purpose of this clause, personnel means any employee of either Party and any person engaged in the Project on behalf of such Party.

16.6. In the event of any breach of clause 16.5 above, the Parties agree that the other Party shall forfeit a contractual penalty. Such penalty shall be determined in light of the circumstances of each case, but shall not be less than €25,000 per instance unless deemed unenforceable by the competent court. The Parties agree that such damages represent compensation for the costs of recruiting and training a suitable replacement. The Parties agree that the breaching Party shall bear the burden of proof in demonstrating that no solicitation has taken place. Any claim for payment of liquidated damages shall be without prejudice to any claim for additional damages.

17. Customer obligations

17.1. In order to ensure proper performance under this Agreement, the Customer shall:

- Fulfil all required supporting contribution in a timely and complete manner at no cost to CGI;
- Provide or make accessible all information required for such proper performance to CGI no later than the commencement of the Project;
- Fulfil or coordinate all necessary supporting contribution to ensure that CGI's Delivery can take place and coordinate its own employees to the extent necessary to enable the required cooperation;

- Provide access to its premises, and provide all necessary permissions and access rights for CGI's personnel, schedule IT system times as required, and, to the extent that Delivery takes place at Customer premises, provide a suitable workplace including all necessary network infrastructure; and
 - Promptly notify CGI of any required changes.
- 17.2. The Customer shall ensure that those of its personnel that support CGI in relation to Delivery are available at the agreed times. The Customer shall be responsible for ensuring that such personnel have the necessary knowledge, skills and experience to fulfil the duties assigned to them and to provide such information as may be required.
- 17.3. Customer supporting contributions include without limitation the requirement to fulfil all of CGI's requirements in relation to the Customer's operating environment as may be required for the proper performance of CGI's obligations. Save where otherwise agreed, the Customer shall, without limitation:
- Provide such test data and test environment as may be specified for acceptance testing at the agreed times;
 - Prepare the premises where Deliverables are to be implemented, configured, adapted to Customer requirements or installed;
 - Procure all necessary software licences for any third-party software licences or obtain the necessary third-party consents to enable CGI's use of such software;
 - Where specifically required, provide effective and functional remote access;
 - Backup and verify Customer data, before and for such time as such data is to be used for the purposes of CGI's Delivery.
- 17.4. Should the Customer become aware that CGI is relying on inaccurate assumptions, or that the Customer's instructions are incomplete or inaccurate, it shall notify CGI thereof via a textual medium.
- 17.5. Should CGI's Delivery be hindered or prevented due to circumstances for which the Customer is solely or substantially responsible (e.g., failure by the Customer to fulfil a required deliverable, whether in whole or in part, or where the Customer fails to do so in a timely manner), CGI shall be entitled to remuneration that would have been payable during the time in which such circumstances persist. Notwithstanding the foregoing, CGI shall deduct such sums as CGI has received or would have been entitled to receive due to the (temporary) release or alternative use of its labour during such period. Any agreed times and deadlines applicable to CGI shall automatically be extended by a reasonable period.
- 17.6. The Customer shall be liable for any accidental loss or damage to any Deliverables (whether complete or otherwise) following the transfer of risk.
- 18. Change Requests**
- 18.1. Either party may propose a change or amendment to the scope of Delivery via a Change Request. In the case of a contract for specific works, Change Requests shall be issued in a timely manner and in any case in advance of delivery of Deliverables for acceptance, failing which, such Change Request shall be treated as an addition to the scope.
- 18.2. CGI shall notify the Customer if, after reviewing the Change Request, it considers that the Change Request will require additional time or effort or where the Change Request has a significant effect on the deployed personnel or resources. The Customer shall issue an order for CGI to perform a specific analysis of such effects in the event that the review entails significant additional effort. CGI may make the commencement of its review of the Change Request conditional upon the issue of such order.
- 18.3. In the event of any change or amendment to the scope of this Agreement, the originally agreed remuneration and timelines shall be amended to reflect the Change Request accordingly, having regard to the effort incurred by CGI in reviewing the Change Request and in the amended Delivery.
- 18.4. Should the Parties agree that, following the review of a Change Request, no change should be made to the scope of Delivery, the Customer shall remunerate CGI for reviewing such Change Request in accordance with the agreed rate card or, where no rate card is agreed, at CGI's standard daily or hourly rates, unless the effort involved was insignificant.
- 18.5. Should the Parties agree to make a change to the scope of Delivery, they shall confirm the scope and details of the change to Delivery in writing. Until such time as the Change Request has been agreed in writing (including the applicable remuneration, schedule, and delivery dates), CGI shall not be obliged to deliver the amended scope and, prior to or in the absence of agreement on a Change Request, CGI shall continue to fulfil its obligations in accordance with the unamended scope of Delivery.
- 19. Acceptance**
- 19.1. Should CGI be required to provide specific Deliverables requiring acceptance, the applicable provisions of the German Civil Code governing contracts for works shall apply subject to the following provisions. A Deliverable is the result of the scope of Delivery agreed with the Customer, in fulfilment of which the Deliverable is required to meet specific requirements governing contracts for works. Such Deliverable may consist of hardware, software, or the development of program code in accordance with Customer-specific requirements as bespoke software, or any combination thereof. An obligation only constitutes a Deliverable if expressly agreed as such between the Parties by way of the precise, contractual agreement of acceptance criteria and the process of acceptance. Deliverables are subject to acceptance by the Customer in accordance with the following clauses 19.3 - 19.6. CGI's Delivery shall only be deemed to include Deliverables under a contract for works where expressly so agreed in writing in accordance with clause 14.2.
- 19.2. Acceptance shall be deemed confirmation that the agreed Deliverables have been produced in accordance with the contract.
- 19.3. Upon commencement of the development phase, CGI will define the acceptance tests, which the Customer shall review and approve prior to the provision of Deliverables for acceptance. Acceptance tests describe the processes and procedures that the Deliverables are required to undergo in order to establish whether the Deliverables function appropriately in a test environment, making use of test data via the specified test steps to fulfil the acceptance criteria. Tests other than those agreed via the acceptance procedure shall not be used to determine whether a

- Deliverable meets the acceptance criteria.
- 19.4. CGI shall notify the Customer when Deliverables are ready and have been submitted for acceptance. CGI shall be entitled to submit partial Deliverables for acceptance provided that such partial Deliverables represent a clearly defined portion of the Delivery or where otherwise agreed between the Parties.
- 19.5. The Customer shall confirm acceptance of Deliverables without delay and in any event no later than seven (7) calendar days (the "Acceptance Period") after they have been submitted for and made available for the purposes of acceptance, except where the Parties have agreed a longer acceptance period in individual circumstances. CGI shall be entitled to participate in any partial or full acceptance process or during the performance of any acceptance tests.
- 19.6. Deliverables shall be deemed accepted when they have successfully undergone the defined acceptance tests and the Customer has not identified any defects that would prevent acceptance during the Acceptance Period (Defect Reporting), or where the Deliverables are used in a productive environment over an extended period. Clause 21.3 shall apply accordingly in respect of Defect Reporting. Defects preventing acceptance are any defects that prevent the Deliverables (or the part thereof subject to acceptance) from being used, or which significantly limit any significant function thereof. Neither defects identified by the Customer during collaboration prior to performance of the acceptance test and not notified to CGI, nor any immaterial defects shall prevent acceptance. CGI shall be responsible for the categorisation of defects.
- 19.7. Should the Customer refuse acceptance, CGI shall remedy the defects preventing acceptance within a reasonable time period and shall once again notify the Customer that the Deliverables are ready for acceptance via a textual medium. The Parties shall then re-perform the acceptance testing in relation to the defective elements of the Deliverables in accordance with this clause 19 until such time as the Deliverables have successfully completed such testing.
- 19.8. Deliverables shall in any event be deemed as accepted where CGI has specified a reasonable period following their submission and the Customer has failed to reject such Deliverables by identifying at least one defect preventing acceptance within such period. Deliverables may not be used in a productive environment without confirmation of acceptance.
- 19.9. Should CGI's obligations consist of the creation of concepts, documentation, studies or analysis, the provisions of clause 20.2 shall apply where it has been agreed that the Customer shall review such results.
- 20. Results of consultancy services**
- 20.1. Consultancy or Services to be performed by CGI are not subject to acceptance. In individual cases, CGI may provide draft documents created as a result of consultancy services (such as documentation, concepts, studies, analyses or presentation of findings) to the Customer. Where the Customer notifies CGI of any corrections to be made within seven (7) days of receipt of such documentation, CGI shall re-submit the final documents within a reasonable time period, having regard to the corrections requested by the Customer. Such documents shall otherwise be deemed final.
- 20.2. Where the Parties have expressly agreed in writing that CGI is required to submit its findings in a particular instance as documented results, the Customer shall review and approve such documented results within seven (7) days of their submission of the version for final review (to the extent possible, in a textual medium such as an attachment to an e-mail, provided that the resulting documented results do not give rise to any substantial objection on the part of the Customer. The Customer shall notify any substantial objection to CGI within the time period specified above. Clause 19.6 shall apply accordingly. Documented results shall be deemed approved where the Customer has failed to raise any substantial objection within the time period specified above by way of a textual medium. Following receipt of any substantial objection, CGI shall modify the documented results within a reasonable period and, having regard to the corrections requested, shall resubmit the documented results to the Customer.
- 20.3. Documented results are not subject to acceptance and shall not entitle the Customer to reduce the remuneration payable or to require any rectification. CGI shall not be liable to reimburse any expenses or to pay any compensation for losses or damages, and the Customer acknowledges and agrees that documented results are, by nature of the task at hand, not intended to fulfil specific wishes or expectations of the Customer.
- 21. Customer rights in respect of defects**
- 21.1. To the extent that CGI is responsible for delivering under a contract for works, Customer's sole remedy in respect of any defect shall be as set out at clauses 21.2 - 21.8 below.
- 21.2. CGI warrants that the Deliverables will fulfil the agreed specification and are free from defects that prevent or substantially restrict their usability. Defects which do not materially reduce the value or fitness for purpose of any Deliverable are not subject to this warranty. A defect shall be deemed immaterial where the Customer is able to quickly remedy the defect with minimal effort, where such defect can be remedied by way of bug fixes, patches or regular updates without substantially impact the Customer's operations, or where an effective workaround is available.
- 21.3. The Customer shall not be entitled to pursue any claim in respect of any defect outside CGI's control. Without limitation, CGI assumes no liability in respect of third parties engaged by the Customer in the creation of any Deliverable. The Customer shall notify CGI of the cause of any defect and the circumstances in which it arises with a view to analysing its cause. The Customer shall provide such notification in a comprehensible format and provide all necessary information to assist in the identification of the defect and to exclude the possibility of user error or any other circumstances outside CGI's control. Such information shall include details of the steps in a workflow or the program's functionality where errors have occurred and how such defect became apparent through the display of error messages. Should the Customer not fulfil the obligation set out above, CGI shall not be liable for rectification of the defect. The Customer shall provide CGI with all necessary assistance in diagnosing and rectifying defects.
- 21.4. CGI shall rectify any properly reported defects at no additional cost to the Customer during its standard business hours (Monday to Friday from 8 a.m. to 6 p.m.,

excluding any public holidays at the place of Delivery) within a reasonable time period and at CGI's sole discretion by way of remediation of an existing Deliverable or creation of a new Deliverable ("Remediation"). Except where agreed to the contrary, CGI shall be free to determine the location at which Remediation takes place.

- 21.5. In the event of any defects, the Customer may only assert its statutory rights (including the right to rectify any defects itself, to withdraw from any contract, or to seek damages) where it has given CGI reasonable notice to remedy the defect, stating that it will reject any remedy following expiry of the notice period in accordance with clause 21.4, and CGI has failed to provide a remedy within the stated notice period. Clause 3.2 shall continue to apply in relation to the timely provision of supporting contributions; this requirement shall not apply where the defect is not capable of remedy. Any claim for damages shall be subject to clause 7 ("Liability"). Should the Customer elect to withdraw from any contract, it shall delete all works provided by CGI, including any software or parts thereof and any associated documentation from all storage media and shall destroy all physical copies thereof or return them to CGI, and shall confirm such deletion or destruction upon request.
- 21.6. The Customer shall not be entitled to assert its rights in relation to defects where (without CGI's authorisation) it deploys any Deliverables in any unsuitable IT environment or fails adequately to implement any interface to any associated system, unless it can first demonstrate that such circumstances are not the cause of such defect.
- 21.7. Should CGI be engaged as a result of an error report where no defect was present, or where such defect was outside CGI's control as set out at clause 21.3 above, and where the Customer required CGI to remedy such defects while knowing (or where it ought to have known) that CGI was not liable to effect such remedy, CGI shall be entitled to invoice for its effort at its standard hourly or daily rates. This shall further apply where CGI has been engaged to remedy a defect without the Customer providing the information specified at clause 21.3 above.
- 21.8. The limitation period in respect of all defects shall commence upon acceptance and, unless otherwise agreed, shall expire after a period of twelve (12) months unless CGI has concealed such defect in bad faith. Should Delivery consist of the supply of hardware and/or standard software and/or software to be supplied according to the Customer's specification (apps, standard tools, etc.), the limitation period shall commence upon delivery. Defects of title shall be subject to a limitation period of two years from the end of the calendar year in which the defect arose and the Customer became aware of such defect of title or should have become aware thereof in the absence of gross negligence.
- 21.9. Should Delivery consist of hardware and/or standard software and/or software to be supplied according to the Customer's specification (apps, standard tools, etc.), CGI shall supply these according to the agreed specification or the manufacturer's specification. CGI shall not be liable for any additional characteristics of standard software or hardware as regards their quality, fitness for purpose, etc.
- 21.10. Third-party software shall, unless otherwise agreed, be delivered in its current version. Notwithstanding any provision of this Agreement, the Client accepts the provisions governing claims for defects to be brought against the relevant manufacturers or distributors as set out

in the applicable licence. In respect of third-party standard software, CGI shall not be liable for any liabilities exceeding those set out in the applicable licence terms. In the event that the Customer terminates or withdraws from this Agreement, CGI shall not be liable in respect of any third-party standard software unless CGI has acquired such software for the Customer in its own name and has expressly assumed liability for such software.

- 21.11. CGI warrants that it owns or is otherwise authorised to assign or transfer such licences in respect of hardware or standard software in accordance with clause 5 of this Agreement, and that such hardware and/or standard software is free from third-party rights that could prevent or hinder the Customer's intended use thereof.
- 21.12. Where hardware is exchanged, CGI shall acquire title in the exchanged hardware unless otherwise agreed. The Customer warrants and represents that CGI shall receive a clear title in respect of such exchanged hardware.
- 21.13. Subject to clause 22.6, the Customer shall only be entitled to a remedy in respect of defects in software (including third-party standard software, pre-existing CGI software, or software created specifically for the Customer) only where the Customer has installed all bug fixes supplied by CGI, the Customer has used the Software within the agreed environment and in accordance with the specification, has not modified the Software without CGI's consent. The Customer's attention is drawn to the fact that it is not possible to eliminate all bugs from software completely.
- 21.14. Should any third party assert any claim against any Deliverables produced by CGI, leading to restrictions on the use of such Deliverables in accordance with this Agreement, clause 23 ("Third-party Rights") shall apply.

22. Licensing

- 22.1. In respect of the results of all works undertaken by CGI subject to intellectual property rights such as copyright (including documentation, concepts, studies, analyses, or presentation of findings but excluding software), the Customer shall receive an exclusive, perpetual, worldwide, unrestricted and irrevocable right to use and exploit such results for its own internal purposes. The use of such results by the Customer's affiliates (within the meaning of s.15 ff. of the German Stock Corporations Act (AktG)) in accordance with the above licence is permitted. The commercial marketing of such results is prohibited.
- 22.2. Should CGI's obligations under this Agreement include the delivery of software, CGI shall deliver third-party software in accordance with the licence terms offered by such third party, and subject to any usage restrictions imposed by such third party. No additional rights are granted to the Customer in respect of such standard software.
- 22.3. The delivery of pre-existing CGI software shall be governed by an individual licence in accordance with the Customer's requirements by way of a specific licence agreement between CGI and the Customer, thereby granting the Customer such licence as is necessary to enable the use of the software for the stated purpose. No licence is granted for CGI software other than a simple licence in relation to the use of its object code.
- 22.4. Where CGI develops software specifically for the Customer, the Customer shall receive a comprehensive, perpetual, worldwide, irrevocable licence to use and exploit such Customer-specific software for its own internal purposes. The use of such software by the Customer's

- affiliates (within the meaning of s.15 ff. of the German Stock Corporations Act (AktG)) in accordance with the above licence is permitted. The Customer shall receive source code of such Customer-specific software upon request in order to enable the Customer to make use of, exploit, or develop such software itself for its own internal purposes after expiry or termination of its collaboration with CGI. The commercial marketing of such software is prohibited. The Customer may assign such licence by agreement with CGI, provided that it waives its own right to use such software.
- 22.5. The development of Customer-specific software routinely requires CGI-specific knowledge, experience, tools and pre-existing program code from other CGI solutions. Subject to the confidentiality obligations set out at clause 6 CGI shall therefore be entitled to integrate the Customer-specific software in other software solutions and may expand or extend software solutions with such functionality, and may use or commercialise the resulting software solutions and may develop new CGI standard software derived from such resulting solutions. CGI shall therefore be entitled to prevent any other person (with the exception of the Customer, for the purposes set out at this clause 22 from making use of the Customer-specific software and to use or exploit such Customer-specific software on a perpetual, worldwide, and irrevocable basis and to integrate it into its own software solutions, develop new software solutions derived from such Customer-specific software, and to commercialise such software solutions.
- 22.6. The Customer shall only be entitled to modify the Customer-specific software prior to the expiry of any limitation period governing defects to the extent that such modification is intended to remedy a defect and where CGI has failed to remedy such defect in a timely fashion or has refused to remedy such defect. The Customer may only remedy such defects, or engage a third party to remedy such defects, where the person responsible for such remedy is sufficiently qualified to such end.
- 22.7. The decompiling or reverse engineering of assigned software shall only be permitted for the purpose of ensuring interoperability with other computer programs and only to the extent that the necessary information cannot be obtained in any other way. The Customer shall first request such information from CGI or, in the case of third-party standard software, from the relevant manufacturer. Upon request, CGI shall provide such necessary information to the Customer, specifically details of interfaces to other programs, to be charged on a time and materials basis. Such details shall be treated as Confidential Information and, in particular, may only be disclosed to other service providers engaged by the Customer for the Customer's own internal purposes.
- 22.8. The removal or bypassing of copy protection or similar protective mechanism is only permitted where such protection prevents or restricts the proper and uninterrupted use of the software. The Customer shall bear the burden of proof in demonstrating any prevention of, restriction upon or interruption to such use. Any such removal or bypassing of such mechanisms may only be performed by an authorised third party where CGI has failed to remedy any such incident within a reasonable period. Where the Customer makes use of the services of an authorised third party, the provisions of clause 22.6 shall apply accordingly.
- 22.9. The Customer shall not remove or modify any names, trademarks, serial numbers or other identifying marks, or copyright notices in any standard software or pre-existing CGI software. The Customer shall retain and reproduce all such marks and notices in their original form in all copies of the software.
- 22.10. The Customer shall be entitled to reproduce the user document solely to the extent necessary in accordance with the relevant licence.
- 22.11. The grant of the licence set out at this clause 22 is subject to full payment in accordance with the terms of this Agreement.
- 22.12. The provisions of this clause 22 shall apply accordingly to all works and documentation provided to the Customer in preparation for or during delivery of any contract, including any remediation of any defects.
- 22.13. Subject to the obligations of confidentiality set out at clause 6.1), CGI shall be entitled to make use of general technical experience, knowledge or know-how developed during Delivery and to make use of or otherwise exploit such experience, knowledge or know-how in future projects of a comparable nature.
- 22.14. Unless otherwise agreed, CGI shall be entitled to use the Customer's name for advertising purposes and to make reasonable use of the Customer's logo online, in print, or in any other medium.
- 23. Third-party rights**
- 23.1. CGI warrants that the Deliverables required under this Agreement shall, within the agreed geographic zone (which, unless specifically agreed otherwise, shall be the place of Delivery), are free from third-party intellectual property rights (including, without limitation, trademarks, patents, industrial designs, design rights, copyrights, naming restrictions or other intellectual property rights), and further warrants that no such rights exist such that they may restrict or exclude any contractually specified use of the Deliveries.
- 23.2. Should any third party assert such rights, the Customer shall notify CGI without delay. CGI shall defend any Deliveries against any asserted third-party rights. The Customer shall grant to CGI all necessary powers and permissions to effect such defence. Should the Customer fail to fulfil such obligation, the Customer shall indemnify CGI in respect of any expenses or damages arising from such breach. CGI shall in its sole discretion and at its own cost be free to decide upon the legal defence to be pursued and any settlement negotiations entered into, and shall at its sole discretion settle any valid claim at its own cost or defend such claim via the courts.
- 23.3. The Customer may not acknowledge the validity of any third-party claim without CGI's consent. The Customer shall be entitled to take over conduct of any negotiations or legal proceedings with CGI's written consent or in the event that CGI has failed to assume conduct thereof within a reasonable time period. The Customer shall cooperate with CGI and provide all reasonable support to CGI in the conduct of any claim or negotiation. CGI shall bear the Customer's legal costs in accordance with the German Lawyers' Remuneration Act (Rechtsanwaltsvergütungsgesetz).
- 23.4. To the extent that any third party successfully asserts a claim, CGI may at its sole discretion and at its own cost either amend or replace the Delivery such that they no longer infringe upon such third-party rights, provided that

they materially comply with the agreed scope and specification in a manner reasonably acceptable to the Customer, or may indemnify the Customer against any claim from the holder of such third-party rights so as to ensure the Customer receives an appropriate licence therein. In the event that any such solution is either unavailable to CGI or imposes an unreasonable burden on CGI, CGI shall be entitled to refund the Customer for the price paid and require the Customer to terminate the infringing use.

- 23.5. CGI shall not be liable for any infringement of any patent, copyright or other intellectual property rights where (a.) such right was first created, registered or granted following performance of CGI's obligations under this Agreement; or (b.) the relevant Delivery is used for any unauthorised purpose; or (c.) the relevant Delivery has been modified by the Customer or by any third party not authorised to do so by CGI, and the infringement arises from such modification; (d.) the Delivery was developed on the basis of a customer concept encumbered by third-party rights or where the Deliverables contain software, documents, ideas, data or other information provided by the Customer that are encumbered by third-party rights; or (e.) the Deliveries are used in conjunction with third-party software or hardware not delivered by CGI within the scope of this Agreement.
- 23.6. All claims for damages or reimbursement shall be subject to the provisions of Clause 9 ("Liability").

24. **Term and termination**

- 24.1. Should CGI be required to provide Deliverables, the contract shall remain in force until such time as the Deliverables have been delivered and accepted. The provisions of Para. 648 of the German Civil Code shall remain in full force and effect.
- 24.2. In the case of contracts for Consultancy or Services, a contract may be entered into for an indefinite period or for a fixed term. Where the contract entails the provision of a maximum volume of services (via a price cap) the contract shall expire once the maximum volume of services has been reached.
- 24.3. Either Party may terminate the contractual relationship for material breach. A material breach shall be deemed to have occurred (without limitation) where (a.) the other Party materially or repeatedly breaches its contractual obligations and wrongfully fails to remedy such breach following receipt of a notice requiring rectification within a reasonable period (and in any event within thirty (30) days of receipt of such notice) such that it is no longer reasonable for the notifying Party to be held to its obligations under this Agreement. In its notice, the notifying Party shall describe the nature of the breach and shall specify the measures required to remedy the breach; or (b.) insolvency proceedings are commenced against the assets of the other Party (in whole or in part) or where such proceedings are rejected due to insufficiency of assets and the proper fulfilment of this Agreement can no longer be relied upon.
- 24.4. Any termination of this Agreement shall be in writing and shall be sent to the address expressly stated in the contract (or, in the absence of such address, to such address as is known to the Parties).