General Terms and Conditions (GTC)

IBM iX Dusseldorf GmbH, Plange Mühle 1, 40223 Düsseldorf
IBM iX Austria GmbH, Carl-Blum-Strasse 3, 4600 Wels

IBM iX

1. Scope

1.1 The following General Terms and Conditions (GTC) shall apply to all contracts for work and/or services of the named IBM iX companies. The contracting IBM iX company (IBM iX Dusseldorf GmbH or IBM iX Austria GmbH) is hereinafter referred to as "IBM iX".

1.2 The following General Terms and Conditions shall apply exclusively. The Client's General Terms and Conditions shall not apply unless their validity is expressly acknowledged in writing by IBM iX.

1.3 A contract subject to these GTC shall be concluded upon signing of an order form or offer by the Client and IBM iX or by means of a written order by the Client and receipt of a corresponding order confirmation by IBM iX by the Client (hereinafter collectively referred to as "Agreement").

1.4 IBM iX will provide the following services for the Client in online marketing, digital communication, e-commerce and web technology, if agreed:

- Consulting and planning in online marketing, digital communication, e-commerce, and web technology.
- Creation of and support in the creation of concepts, specifications, and requirements specifications in the sense of agile project work.
- Creation of and support in the creation of creative drafts and layouts for the visual implementation of projects.
- Execution and support of the development and implementation of the online projects.
- Technical implementation and realization of concepts and projects of the customer.
- Testing and deployment of the projects.
- Creation of user and developer documentation.
- Maintenance of the created and existing projects (agreement in an optional and separate service and support contract).
- Provision of project teams to perform tasks within the scope of projects as specified by the customer.
- Other services and project tasks can be provided by IBM iX. They are discussed individually with the Customer, offered individually by IBM iX and commissioned by the Customer.

1.5 The Client may place follow-up orders for services up to an amount of EUR 50,000 (fifty thousand euros) informally in writing, by e-mail or verbally. In this case, a contract shall be concluded upon receipt of the order confirmation by IBM iX by the Client.

2. Obligations and Cooperation

2.1 The provision of services by IBM iX depends on the Client's cooperation with IBM iX and on the Client's fulfillment of the agreed obligations to cooperate.

2.2 Confidential information shall be exchanged exclusively within the framework of a separately signed confidentiality agreement. Insofar as confidential information is exchanged in connection with the Agreement, the confidentiality agreement concluded between the contracting parties in this respect shall become an integral part of this Agreement and shall be subject to its provisions.

2.3 The Client shall provide the required market, production, sales and company figures in accordance with the specific project requirements and at the request of IBM iX, while maintaining data protection, and shall communicate all other data, circumstances and conditions relevant to the performance of IBM iX, to be treated in strict confidence in accordance with the confidentiality agreement.

2.4 IBM iX shall be responsible for the execution of projects or the provision of project teams in accordance with the provisions of the GTCs.

2.5 The Client shall support IBM iX in the performance of its contractually owed services. This includes the timely provision of information, data material as well as hardware and software, insofar as this is required by the Client's contribution services. The Client shall pay particular attention to the provisions of the Data Protection Act. The Client shall instruct IBM iX in detail regarding the services to be provided by IBM iX.

2.6 The Client shall provide the required number of its own employees for the performance of the contractual relationship who have the required professional competences. This shall not give rise to any claims against IBM iX for the Client's employees, and shall not give rise to any employment relationship.

2.7 IBM iX is entitled to commission third parties (e.g. suppliers) or associated companies as subcontractors with the provision of the agreed services or parts thereof. IBM iX's obligations to the Client in connection with the services provided under this agreement shall remain unaffected. "Affiliated Companies" within the scope of this Agreement shall be deemed to exist if companies (national/international) can directly or indirectly exert a controlling influence financially or personally on decisions of participating companies by issuing instructions to the management or exercising voting rights or are subject to such an influence.

2.8 If the Client has undertaken to provide IBM iX with (image, sound, text or similar) materials within the scope of the performance of the contract, the Client shall make these available to IBM iX immediately and in a common, directly usable, preferably digital format. IBM iX shall not acquire any rights whatsoever to such materials by making them available. IBM iX is only entitled to use the materials provided by the Client for the purpose of fulfilling orders by the Client. IBM iX is not entitled under any circumstances to use such materials for other purposes and/or to pass them on to third parties.

2.9 The Client shall perform all acts of cooperation, in particular the provision of employees, at its own expense. In particular, the Customer shall provide a responsible, expert contact person, the so-called "Product Owner" (project manager), who is authorized to make all decisions related to the implementation of the project and to take the corresponding actions.

2.10 The Client assumes an obligation to inspect and give notice of defects with respect to all deliveries and services of IBM iX in accordance with § 377 of the German Commercial Code (HGB). In this respect, the Client shall declare all complaints in writing with a precise description of the defect complained about. Only the Client's contact person is authorized to give notice of defects.

2.11 The performance of services by IBM iX depends on the Client's cooperation with IBM iX and on the Client's fulfillment of the agreed obligations to cooperate.

2.12 Lead times for specific orders: IBM iX requires an appropriate lead time for the provision of suitable resources. This depends on the specific skill category required and the location from which delivery is to be made. As a rule, this can be between approx. 2 weeks and approx. 8 weeks. IBM iX

independently determines the employees and team members used for the service.

2.13 Project execution

2.13.1 Project implementation and software development are carried out within the framework of an agile development process. Individual work packages and their requirements are collected and defined in the so-called product backlog. The work packages are grouped for processing in sprints (usually 2 weeks lead time), sprints in turn in releases (bundling of 3-4 sprints).

2.13.2 The customer tests the services in the sprints and releases continuously. Upon completion of a Sprint, optionally a Release, the completion of which is indicated by IBM iX, the Client shall be obliged to test and release the result of the Sprint/Release without delay and to declare acceptance of this part (partial acceptance). If the Sprint/Release result is rejected, Customer shall notify the reasons for rejection in writing and without delay. Acceptance by the Customer may generally be affected by written declaration or by implied or conclusive conduct.

2.14 The customer's duty to cooperate in the agile project approach is of essential importance. The customer's cooperation in the project implementation is therefore agreed as a main performance obligation. The following essential - but not conclusive - duties to cooperate are to be ensured and always performed by the customer:

- Joint creation of the requirements management (backlog) with the IBM iX project management (product owner)
- Participation in requirements engineering workshops
- Participation in backlog refinement meetings
- Regular and timely feedback on delivered sub-project results (project increments, sprint results)
- Timely provision of project-relevant know-how carriers
- Participation in regular coordination meetings with IBM iX project management (product owner) for joint project controlling
- Depending on the project status and requirements, participation in meetings within the scope of agile project collaboration (e.g.: Spring Planning, Spring Review, Release Review)
- In the case of individual contracts on the basis of "Team Provision", the services shall be deemed to have been provided in accordance with the contract on the basis of time and material evidence.

2.15 If the agreement is a "contract for work and services", IBM iX shall provide the Client with evidence of the fulfillment of the performance features in an acceptance test or a presentation of the work results on the agreed date or after completion of the work in accordance with the acceptance criteria specified in the agreement and by means of test data and test scenarios to be provided by the Client.

2.16 The Customer shall accept the work performances immediately after successful performance of an acceptance test - if agreed - and/or after handover. Insignificant deviations from the agreed performance characteristics and acceptance criteria do not entitle the Client to refuse acceptance. IBM iX's obligation to remedy errors in accordance with the provisions of these GTC and/or the Agreement shall remain unaffected.

2.17 The services of IBM iX shall be deemed to have been provided in accordance with the agreement if the Client has approved or accepted the work results in writing after personal presentation or - if agreed upon when the order was placed - written transmission. If there is no reaction by the Client after written notification of readiness for acceptance by IBM iX, IBM iX will send a reminder for acceptance with a deadline of at least 5 working days. If this grace period expires without any reaction by the Client, the services specified in the notice of readiness for acceptance shall be deemed to have been accepted.

2.18 Acceptance shall be deemed to be conclusive in particular in the event of use as intended (e.g.: use on productive environment, successful "go-live", etc.), use of the work without complaint, sale of the software or unconditional payment of the remuneration.

2.19 The Client shall be liable for third parties who work for IBM iX in the Client's sphere of activity at the Client's instigation or with the Client's acquiescence as if they were vicarious agents. IBM iX shall not be responsible to the Client if IBM iX is unable to fulfill its obligations to the Client in whole or in part or in a timely manner due to the conduct of one of the aforementioned third parties. Any liability of IBM iX in this respect is excluded.

2.20 IBM iX shall be liable for third parties who act as subcontractors for the Client at the instigation of IBM iX as for vicarious agents.

3. Prices and Terms of Payment

3.1 Unless otherwise provided for in the Agreement, the Services shall be rendered on a time and material basis (T&M). The services shall be invoiced monthly in arrears on the basis of the time and material actually incurred.

3.2 All orders placed by the Client on a T&M basis shall be based on the current IBM iX price list. If the parties agree on a fixed price, this fixed price shall correspond to the total remuneration owed for the agreed service ("Project Scope"), unless separate remuneration has been agreed for individual services. Invoicing shall generally take place in monthly equal installments of the total remuneration over the duration of the project.

3.3 Payment by the customer shall be made net without deductions 10 days after receipt of the invoice. All prices are in Euro plus the applicable value added tax. The prices quoted are ex IBM iX registered office or place of business. In addition, the Client shall bear all customs duties, taxes, levies or fees imposed by any authority in connection with the purchase of products or services under this agreement.

3.4 IBM iX is entitled to adjust the agreed daily rates at the beginning of each calendar year in line with economic changes (Economic Change Adjustment or ECA) as described below. This price adjustment will be applied to all prices agreed in this contract in the year of the price adjustment and all subsequent years of the agreed contract term. The price adjustment will be made as soon as possible after publication of the price index on which the price adjustment is based. IBM iX shall notify the Client of the adjusted prices and invoice the Client for the agreed services on the basis of the adjusted prices, if necessary also retroactively depending on the publication date of the price index. If this price index is corrected after publication and this correction has not yet been taken into account by IBM iX in the price adjustment,

IBM will correct the price adjustment accordingly, also retroactively. For the determination of the price adjustment, the Client and IBM iX agree to use the "Time Series DJ7516: Collective Agreement Earnings, Manufacturing Industry incl. Construction, incl. all ancillary agreements, hourly basis Germany; base year 2000=100)", which is published by the Deutsche Bundesbank in the Monthly Report, Statistical Section. In the event that this price index should no longer be available or should be substantially changed, a comparable index published at least annually from a source accepted by both parties shall be used in its place. The above mentioned price index can be found at the following link:

http://www.bundesbank.de/Navigation/EN/Statistics/Time_series_databases/Macro_economic_time_series/its_details_value_node.htm l?tsId=BBK01.DJ7516&listId=www_v36_2011_tarifinsstd

The index value from the previous year (Current Index) and the In-dex value used in the year of the last price adjustment (as Current Index) are used to calculate the price adjustment (Last In-dex Used). If a price adjustment has not yet been made for this contract, the index of the last year before the start of the contract (base year index) shall be used as the last index used.

3.5   Costs for third-party services such as license fees or similar shall be borne by the customer.

3.6   All fees for Services payable under this Agreement shall be exclusive of travel and other reasonable expenses incurred in connection with the provision of the Services. These expenses, such as the cost of travel, per diem and per diem allowances, may be charged additionally. Travel times, with the exception of the time of commuting from the place of residence to the regular place of work, shall be considered working times and shall be invoiced to the customer according to the respective valid rates.

3.7   The customer may only offset or withhold payments if its counterclaim is undisputed or has been legally established.

4.   Termination

4.1   Unless otherwise agreed, both parties shall be entitled to terminate the Agreement at any time in writing. Termination may be affected in writing at any time subject to an eight-week notice period.

4.2   The Client undertakes to pay for the services provided by IBM iX up to the termination date in accordance with the agreed prices. Additional services provided by IBM iX and services provided by third parties shall only be paid for by the Client if this has already been agreed in the offer or approved by the Client by means of a corresponding supplementary order. However, the Client undertakes to indemnify IBM iX against all liabilities already incurred and to compensate IBM iX for all damages, of whatever nature, resulting from such measures or from the discontinuation of work.

5.   Rights of Use and Property Rights

5.1   Definitions

5.1.1   "Client Software" (category 1) are all work results that IBM iX has newly developed or created specifically for the Client within the scope of a concrete project collaboration.

5.1.2   "IBM iX Assets" (Category 2) are all those modules or technical components (software libraries, frameworks, etc.) that IBM iX develops and programs and that do not fall under Category 1. "IBM iX Assets" are not specifically created for the Customer, but are used as a basis to produce Individual

Software ("Customer Software"). These "IBM iX Assets" are used to provide services to the Customer or to program the "Customer Software". This includes all models, methods, auxiliary programs, program modules, program components used by IBM iX for the development of the "Customer Software" and/or used in connection with the use of "Customer Software".

5.1.3   "Standard products" (category 3) are copyrighted materials of third parties used by IBM iX for the provision of services, which are the property of the respective manufacturers and are passed on to IBM iX or to the Client in the form of licenses. The rights to these standard products shall remain with the manufacturer in each case.

5.1.4   Open Source Software (OSS) (Category 4): OSS is software available under the various OSS license terms. OSS is provided by the Customer for use by IBM iX

5.2   Customer Software (Category 1)

5.2.1   The Client is granted the irrevocable right to use copyrighted works that IBM iX newly develops for the Client under the Agreement ("Client Soft-ware"). Customer Software does not include copyrighted works that are provided to the Customer under the Service Description but not created specifically for the Customer, nor does it include modifications or enhancements of these works under the Service Description ("IBM iX Assets"). Separate license agreements apply to some IBM iX Assets. For "standard products", the respective license conditions of the manufacturer shall apply exclusively. 5.2.2 IBM iX retains the irrevocable, non-exclusive, worldwide, compensated right to use, execute, reproduce, display, perform, sublicense, or distribute Customer Software and to create derivative works thereof.

5.3   IBM iX Assets (Category 2)

5.3.1   The above grant of rights pursuant to Section 6.2. does not extend to "IBM iX Assets" pursuant to Section 6.1.2 of this Agreement. The IBM iX Assets deployed, used and further developed by IBM iX shall remain the sole property of IBM iX and may therefore also be used by IBM iX for other projects and by other Customers. The Client may not derive any rights whatsoever from the IBM iX Assets. Insofar as IBM iX Assets are included in the Customer Software, the Customer shall receive the irrevocable (subject to the Customer's payment obligations), non-exclusive, worldwide right to use IBM iX As-sets internally exclusively in connection with the Customer Software. This does not include a right to edit. Any license fees for the granting of rights pursuant to this provision shall be compensated for with the remuneration agreed with the Client for specific projects in the order.

5.3.2   Unless otherwise agreed, IBM iX is not obliged to provide the Client with the readable source code of the IBM iX Assets. The Client is free to extend the scope of use in a separate agreement or, optionally, to purchase the source code on a permanent basis.

5.3.3   If the permanent transfer of the source code of IBM iX Assets has been agreed in return for remuneration, the provision under 5.2 shall apply together with the following restrictions: 5.3.4 The right to transfer the rights to use the IBM iX Assets granted to the Client to a third party is restricted to the extent that it requires the prior written consent of IBM iX. They may only be used for the company's own purposes. The transfer of the rights of use of the assets is only permitted with the contractual consent of IBM iX against separate remuneration.
5.3.5 If the Client provides the source code of the IBM iX Assets to a third party, e.g.: If the Client makes the source code

of the IBM iX Assets available to a third party, e.g. a competitor of IBM iX, for further processing, this may only be done for the Client's own company purposes and the Client must oblige this third party in accordance with the provisions of this Agreement.
5.3.6 The consent to the transfer of the rights of use of the IBM iX Assets does not include the assignment of claims arising from the contract, in particular claims for defects and liability. These require the contractual consent of IBM iX.

5.4 Standard products (category 3)

5.4.1 The standard products used by IBM iX for the provision of services are the property of the respective manufacturers. "Standard Products" do not include Customer Software, "IBM iX Assets" or OSS. Standard Products are protected by copyright and are licensed by the respective manufacturer in accordance with the manufacturer's current license terms. The Customer shall conclude any license agreements with the manufacturer.

5.4.2 Documents, concepts or components etc. from third party manufacturers shall also remain the property of the third party manufacturers.

5.4.3 If standard products from third-party manufacturers are used, the customer shall observe the separate license conditions and bear any costs incurred itself.

5.5 Open Source Software (OSS) (Categorie 4)

5.5.1 Insofar as IBM iX installs, integrates, configures or modifies OSS for the Client in the course of its provision of services and adds it to the work results, it is clarified that these actions are performed in the name of and on behalf of the Client and that the Client acquires the licenses directly from the respective rights holder and that the OSS is not distributed by IBM iX but represents a provision by the Client within the meaning of Item 6.1.4. The Client must observe the separate OSS license conditions.

5.6 Insofar as IBM iX develops work results for the Client that are eligible for copyright protection, the rights shall be granted in accordance with the provisions of items 5.2 and 5.3.

5.7 Inventions made jointly by employees of the Client and IBM iX or by employees of the respective affiliated companies during the performance of the service belong jointly to both contractual parties, as does the right to apply for an industrial property right for the invention and the industrial property rights granted to the invention. Each of the contracting parties shall have the right to use such property rights and to grant licenses to third parties or to transfer its rights without notifying the other contracting party or making payments to it. Expenses for obtaining and maintaining a joint property right shall be borne equally by the contracting parties. If a contracting party waives the application in a country, the other contracting party may apply for the property right in that country at its own expense and shall have full control over the application or maintenance, and in any case both contracting parties shall remain owners of the property right.

5.8 Other Rights

5.8.1 Each contracting party shall retain the exclusive rights to industrial property rights, copyrights and other know-how held by the respective contracting party at the time of con-

clusion of the contract or acquired or developed independently of the contractual relationship between the Client and IBM iX.

5.8.2 IBM iX shall have the right to use the solution samples, concepts and methods used at the Client (in particular "IBM iX Assets") at other Clients, in particular to provide services for other Clients of IBM iX or to develop new products. The provisions on "Customer Software" shall remain unaffected by the provisions of this item.

5.8.3 The Client is not entitled to pass on source codes to third parties during the term of this contract. Third parties are in any case not the included companies defined in Section 2.19.

5.8.4 IBM iX shall be responsible for proper documentation of the Client software and the current source code of the Client software in digital form that is customary in the industry and comprehensible to an outside expert third party. The documentation shall be compensated with the respective current remuneration.

5.8.5 The rights granted to the Client by IBM iX in this Clause 6 are subject to payment by the Client of the amounts due as agreed in a contract.

6. *Gewährleistung und Haftung*

6.1 In the case of work performances, IBM iX warrants that the contractually agreed performance features are fulfilled and correspond to the scope of performance. The warranty period shall commence upon acceptance.

6.2 The warranty period shall be one year from the date of approval or acceptance of the respective service, in any case from the date of commissioning by the Client. IBM iX shall remedy warranty defects of which it has been informed by the Client in writing. If IBM iX fails in rectifying a defect even after setting and expiry of a reasonable grace period, the Client may - insofar as the value or the suitability of the performance is limited - demand a reduction of the price or rescission of the contract at its discretion. In the case of insignificant errors or deviations, however, withdrawal from the contract shall be excluded.

6.3 In the case of services, there shall be no entitlement to warranty.

6.4 Notwithstanding the Client's warranty rights as set forth above, it is pointed out that it is not possible according to the state of the art to exclude errors in programs and materials of information technology under all conditions of use. IBM iX therefore neither guarantees uninterrupted nor error-free use of a program or service.

6.5 IBM iX's total liability for damages due to simple negligence in connection is limited to the amount of € 300,000 (three hundred thousand euros) or, if higher, the amount paid by the Client for IBM iX's services under the agreement (in the case of recurring services in the twelve months prior to the respective last event giving rise to liability). The liability of IBM iX for damages due to slight negligence is additionally limited to the amount of € 50,000 (fifty thousand euros) per case of damage. This shall in each case also include the reimbursement of futile expenses. IBM iX shall not be liable for indirect damages or consequential damages in the event of slight negligence, in particular not for lost profits, lost sales and lost savings.

6.6 The following amounts are not subject to the above limitations: i) payments to third parties referred to in the following paragraph, ii) claims for damages in connection with personal injury (including death), iii) loss or damage caused

by breach of a warranty assumed by the Contractor in connection with a business transaction, and iv) damage caused intentionally or by gross negligence.

6.7 If a third party asserts claims against the Client derived from an infringement of an industrial property right or copyright by a purchased IBM iX Client software including the included IBM iX as-sets, IBM iX will defend the Client against all claims of third parties and reimburse the Client for all damages imposed by a court or included in a settlement, previously approved by IBM iX, provided that the Client (i) notifies IBM iX promptly in writing of the assertion of such claims, (ii) provides the information requested by IBM iX, and (iii) leaves all defense measures and settlement negotiations to IBM iX and agrees to reasonable cooperation, including efforts to limit damages.

6.8 IBM iX assumes no liability for claims that are based in whole or in part on products of other providers or products or services that were not provided by IBM iX; or for claims that are based on infringements of rights or violations of the rights of third parties that were caused by content, materials, designs, specifications or the use of non-up-to-date versions or releases of an IBM iX Customer Software including the included IBM iX Assets and that could have been avoided by using the current release or version. Furthermore, IBM iX assumes no liability for defects that are based in whole or in part on performance actions of the Client or originate from the sphere of the Client.

6.9 IBM iX shall not be liable for incorrect or faulty documents provided to IBM iX by the Client. The Client shall be liable to IBM iX for all documents (materials, data, interfaces, etc.) provided to IBM iX and shall also compensate IBM iX for any damages and expenses arising therefrom.

7. Non-Solicitation

7.1 During the term and for a period of 6 months after termination of the cooperation, the Client undertakes not to entice away any employees and to establish a direct contractual relationship with them without the prior written consent of IBM iX.

8. Data Privacy

8.1 If and to the extent that IBM iX processes personal data on behalf of the Client under the Agreement and i) the EU General Data Protection Regulation (EU/2016/679) (DSGVO) or ii) one of the further data protection laws listed at http://ibm. com/dpa/dpl applies to this processing, the Supplementary Terms and Conditions for Commissioned Processing of IBM at http://ibm.com/dpa (EB-AV) and the respective Annex to the EB-AV shall apply, unless the parties have concluded a separate agreement on commissioned processing in accordance with the requirements of Art. 28 DSGVO.

8.2 For data processing for IBM iX's own purposes, IBM iX and its affiliated companies (i.e. International Business Machines Corporation with headquarters in Armonk, USA and its affiliated group companies) as well as the respective contractors and subcontracted processors may store the business-related contact information of the Client, its employees and authorized users (for example, name, business address and telephone, e-mail and user IDs) within the scope of the business relationship between IBM iX and the Client in all countries and process it for the purpose of processing the contractual relationship and maintaining the business relationship. If notification of the data subjects or their consent is required for this processing, the Client will arrange for this accordingly. Further information on business-related contact information can be found in the IBM data protection declaration at https://www.ibm.com/privacy/ and our data protection declaration at https://www.IBM iX.de/datenschutz/.

9. Miscellaneous

9.1 Amendments and supplements to this contract must be made in writing to be effective. The same shall apply to the waiver of the written form requirement. The written form in the aforementioned sense also includes the electronic form by means of an advanced electronic signature or a qualified electronic signature.

9.2 Should any provision of these GTC be or become invalid or unenforceable, the remaining provisions shall remain valid. The validity of the agreement as a whole shall not be affected thereby. If possible, the invalid provision shall be replaced by a provision that comes as close as possible to the legal intent of the parties. The same applies to loopholes.

9.3 IBM iX may, in consultation with and after approval by the Client, use the Client as a reference for marketing purposes. This includes, for example, naming the Client as a "new client", creating "success stories", naming the Client on the IBM iX website or selected reference information. Furthermore, IBM iX may, in consultation with the Client, publicly reproduce or refer to the services provided for demonstration purposes, unless the Client can claim a legitimate interest to the contrary.

9.4 The place of jurisdiction is the registered office of IBM iX. The contracts and the relationships between the parties shall be governed by the law of the state in which IBM iX has its registered office. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

9.5 In the event of force majeure, the parties shall be released from their obligations, unless monetary debts are involved.

9.6 The contracting parties are responsible for compliance with all applicable export and import laws and related regulations on embargoes and economic sanctions, including those of the United States of America, which prohibit or restrict the export, re-export, transfer of products, technologies, services or data, directly or indirectly, to certain countries or for certain end uses or end users. The Client acknowledges that IBM may deploy global resources (on-site temporary resident personnel as well as personnel at locations worldwide). The Client will not provide IBM iX or its affiliates with content that is subject to export controls or requires export licenses. Notwithstanding anything to the contrary in this Agreement, neither party shall be obligated to take any action that violates applicable law or is punishable by applicable law.

9.7 The stipulated rights and obligations shall pass to the joint and several successors of the parties. Neither of the parties shall be entitled to transfer any or all rights and obligations without the written consent of the respective other party. The consent to the transfer may not be unreasonably delayed, refused or withheld. The right of IBM iX to transfer receivables and to transfer in connection with the sale of the company or parts of the company containing a product or service cannot be restricted.

Status as of December 2022