**General Terms and Conditions of Purchase for IT Purchasing of the voestalpine Group
November 2020/Austria**

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PART 1 - GENERAL PART

1 Validity of the GPC-IT

1.1 The following "General Terms and Conditions of Purchase IT" (**"GPC-IT"**) shall apply to all services of the Contractor in the field of information technology (**"IT"**) and/or telecommunications, unless expressly stated otherwise in the respective purchase order.

1.2 voestalpine is entitled to amend the GPC-IT at any time. The version current at the time of conclusion of the contract shall be binding.

1.3 The GPC-IT shall also apply to all future relevant business relations, even if no separate reference is made to them.

2 voestalpine, client

2.1 Wherever these GPC-IT refer to **"voestalpine"** or the **"voestalpine Group"**, this shall be understood to mean
a) voestalpine AG, FN 66209 t, voestalpine-Straße 1, 4020 Linz, Austria, and
b) any subsidiary (direct or indirect) of the same, irrespective of the extent of the shareholding.

2.2 **"Client"** (AG) is the voestalpine Group company named in the respective order.

2.3 Insofar as the Client is granted rights of use, the granting of rights shall always also include the authorization to exercise the rights of use by companies of the voestalpine Group or by third parties for the purposes of the Client and the companies of the voestalpine Group.

3 Contractor

3.1 **"Contractor"** (AN) is the addressee of the respective order. The Contractor shall ensure that all persons acting on its behalf in connection with the processing of the order and the contract vis-à-vis the Client are duly authorized and shall accept responsibility for all declarations made by such persons.

3.2 The Contractor shall confirm the order immediately after receipt of the order (order confirmation). Deviations of the order confirmation from the order shall only become effective if the Client expressly agrees to them in writing. A contract shall be concluded in principle by the unconditional acceptance of the Client's order by the Contractor. Such acceptance shall also be deemed to have occurred if the Contractor commences performance after receipt of the order.

3.3 The Contractor is not entitled to pass on the order to third parties. The use of subcontractors by the Contractor shall require the prior express written approval of the Client. Approved subcontractors shall be subject to the same obligations again Contractor.

4 Contract components

4.1 Contract components are:

4.1.1 the accepted order of the Client (including attachments);

4.1.2 all performance specifications, functional specifications and other documents (except those listed below) referred to in the purchase order or attached to the purchase order;

4.1.3 any standard contractual clauses and/or order processing agreement concluded;

4.1.4 Part 2 of the GPC-IT ("Special Conditions");

4.1.5 Part 1 of GPC-IT ("General Part");

4.1.6 the following voestalpine Group guidelines and standards (which are published on the voestalpine website or shall be sent to the Contractor upon request):
a) IT security minimum standards for external partners if the Contractor processes data from voestalpine;
b) the Code of Conduct for voestalpine Business Partners (www.voestalpine.com/compliance);

4.1.7 the offer of the Contractor.

4.2 In the event of contradictions, the contract components shall apply in descending order.

4.3 General terms and conditions or other contract forms of the Contractor shall in no case become an integral part of the contract, unless the Client expressly submits to them in writing in an individual case.

4.4 Verbal ancillary agreements shall not become part of the contract.

5 Obligation to perform and commitments of the Contractor

5.1 The Contractor shall provide its services in such a way that they comply with the relevant statutory and official regulations and, unless expressly agreed otherwise in the contract, with the current state of the art, including all relevant technical standards (ÖNORMEN, EN, DIN) and industry standards. As far as possible for the respective services, these shall be CE-certified.

5.2 In particular, the Contractor guarantees that the Client shall not be held liable for infringement of third party rights of any kind on the basis of the Contractor's services.

5.3 Insofar as the Contractor's services are to be based on instructions, specifications or documents of the Client, the Contractor guarantees that it has checked these and that the provision of its services on this basis is possible at the agreed conditions. Insofar as the Contractor's services are to be coordinated with local conditions, business and production processes, IT systems or other facilities of the Client, the Contractor shall likewise guarantee that it has examined these circumstances and that the provision of its services on this basis is possible at the agreed conditions. If the relevant circumstances change on the part of the Client after the conclusion of the contract, the Contractor shall immediately warn the Client of any negative effects on the performance of the services, failing which the Contractor shall lose any claims that may be derived from the change, in particular for additional remuneration or extension of performance deadlines.

5.4 The Contractor guarantees to provide its services in such a way that they completely fulfill the purpose recognizably pursued by the Client with the order, insofar as the Contractor has not expressly notified the Client in writing of any restrictions or concerns in this regard prior to conclusion of the contract. Therefore, in addition to the services explicitly stated in the contract, the Contractor shall also provide, without separate remuneration, all other partial or ancillary services required for the complete fulfillment of this purpose (e.g. for the establishment of the complete operability of the IT system offered).

5.5 The Contractor shall be obliged to comply with all relevant statutory and official regulations in the performance of the contract, including the regulations under environmental law and the regulations under labor and social law (e.g. under the LSD-BG), and shall at all times submit to the Client all evidence required by the Client in this respect.

5.6 The Contractor shall notify the Client in writing of any changes in these documents without delay, but within 2 weeks at the latest. The renewal of expired documents shall be sent to the Client with the current status in each case.

5.7 In the event of violations of this item 5, the Contractor shall in any case fully indemnify and hold the Client harmless, without prejudice to any other rights of the Client.

6 Cooperation of the Client

6.1 The Client shall only be obliged to provide materials and to cooperate in any other way if this has been expressly agreed in writing.

6.2 The Contractor shall be obligated to request any agreed cooperation of the Client in writing in such a timely manner that the Client can provide it in a timely manner without impairing its operational processes.

6.3 The Client shall provide the Contractor with documents or information requested as agreed - if available and requested in good time - by the agreed deadlines.

6.4 The Contractor shall immediately give written notice of any deficiencies in the Client's cooperation, failing which the Contractor shall not be entitled to invoke such deficiencies.

6.5 If the Client provides personnel as agreed, the provision of such personnel shall not release the Contractor from its sole responsibility for the progress of the work and the result of the work. If, in the opinion of the Contractor, the personnel provided is not sufficiently suitable for the agreed purpose of the provision, the Contractor shall immediately give notice of this in writing, failing which the Contractor shall forfeit any claim, and the Client shall replace the personnel provided if the notice of defect is justified.

7 Due dates

7.1 Unless specific deadlines have been expressly agreed upon, the Contractor shall be obligated to make prompt progress in performance.

7.2 If circumstances arise which jeopardize the timely performance of services, the Contractor shall - irrespective of whether it is responsible for these circumstances - inform the Client without delay of the reasons, the probable effects and possible remedial measures, failing which the Client shall lose its claim. Furthermore, the Contractor shall make every reasonable effort to avoid jeopardizing the deadlines.

7.3 In the event of delay, the Contractor shall pay the Client a contractual penalty of 1% of the total net order value per week of delay or part thereof, but not more than 10% of the total net order value, irrespective of fault and without prejudice to any other rights of the Client; in the event of delay in documentation services, the Contractor shall pay a contractual penalty of 0.5% of the total net order value per week of delay or part thereof, but not more than 5% of the total net order value. In the event of a mutually agreed postponement of deadlines, this contractual penalty provision shall remain in force irrespective of the extent of the postponements and shall then apply to the exceeding of the respectively applicable new deadlines.

7.4 In the event of default, the Client shall also be entitled, even without prior termination of the contractual relationship, to have outstanding services of the Contractor performed by a third party at the expense and risk of the Contractor after prior warning - in the event of imminent danger also without such warning. If the Contractor is obliged to provide further services on this basis, it shall immediately accept the results of such substitute performance in writing. Any defects of the substitute performance shall be rectified by the Contractor, unless they are demonstrably due to the Client's selection fault with regard to the third party.

7.5 The Client shall be entitled to declare a rescission of the contract in accordance with § 918 ABGB (Austrian Civil Code) at its discretion with regard to the entire contract or with regard to individual partial performances affected by the delay.

8 Changes in services, additional services

8.1 The Contractor shall be obliged, insofar as reasonable, to offer additional services or modified services at the Client's request (offer to modify services). This shall be done at prices customary in the market, in any case not higher than the prices of the offer; price reductions granted in the offer shall also apply to additional services or changed services. The service change offer shall describe all relevant effects that would be associated with the service change in question, present any concerns and, if applicable, propose alternatives; this shall also include - in the event of any other loss of rights in this respect - any effects on deadlines.

8.2 In the event of a disagreement on the prices stated in the offer to change the services or on the postponements of due dates requested therein, the Contractor shall nevertheless be obliged to perform the relevant additional services or changed services without undue delay upon the Client's request ("commissioning on the merits"); however, the Contractor shall be entitled to the remuneration offered in the offer to change the services insofar as it is in line with the above provision, as well as to reasonable postponements of due dates insofar as it has pointed out the necessity thereof in the offer to change the services.

8.3 Additional services or changed services can only be invoiced to the Client if and to the extent that the Client has commissioned a corresponding service change offer from the Contractor in writing in accordance with the above provisions.

8.4 The Client shall be entitled to cancel separable partial services. In this case, the agreed remuneration shall be reduced by the portion attributable to the affected partial services. This shall not affect the remuneration agreed for the remaining services. In the event of a cancellation of the entire service, the Client shall adequately compensate the Contractor for the services already rendered by the Contractor; the Contractor shall have no further claims.

9 Documentation

9.1 Without prejudice to any further contractual agreements, the Contractor shall be obliged to provide complete, up-to-date and proper documentation (a) in the national language of the Client, (b) in English and (c) if agreed, additionally in the national language of the place of use, for the services provided by it, which documentation shall enable easy use of the subject matter of the contract and shall constitute a suitable basis for future processing of the same. The documentation shall also describe typical and foreseeable error situations and how to rectify them.

9.2 The documentation shall be updated on an ongoing basis until complete performance of the service or, in the case of continuing obligations, during the entire term of the contract and shall be handed over to the Client either prior to acceptance or at the end of the contract at the latest at least in electronic form, and in any case also in a format that can be edited. The Client shall be entitled to inspect and make copies even before the end of the contract. Upon request, the Contractor shall immediately provide the Client with the respective current documentation in paper form. The Client shall be entitled to all rights to the documentation from the time of handover.

9.3 If acceptance of the Contractor's services is planned, complete documentation in conformity with the contract shall in any case be a prerequisite for acceptance.

10 Information

10.1 During the term of the contract, the Contractor shall inform the Client without delay of all important circumstances and developments which may be significant for the subject matter of the contract.

10.2 In addition, the Contractor shall be obligated to provide the Client, upon request, with any information relating to the subject matter of the contract as well as statistics on the Contractor's business relationship with the Client (e.g. number of delivered items or licenses, expenses for maintenance services, quality statistics on operating and maintenance services, billing parameters for telecommunications services).

11 Training and consulting

11.1 Insofar as the Contractor is not already obliged to provide training and consulting services on the basis of the contract, it shall offer training and/or consulting services relating to the subject matter of the contract at the Client's request. The provisions for changes in performance, additional services shall apply to this (item 8).

12 Employees of the Contractor

12.1 The Contractor undertakes to use only sufficiently qualified personnel. If the Contractor has named certain employees for the performance of the services prior to the conclusion of the contract (e.g. on the basis of access requirements), it shall deploy them accordingly and may only replace them if objectively necessary and only by employees with at least equivalent qualifications.

12.2 The Contractor and the personnel employed by it (including the personnel of the Contractor's subcontractors) shall (a) participate, at the Client's request, in safety instructions provided by the Client on hazards relevant to health, the environment, operations or the construction site and on the visitor and safety regulations applicable at the Client's works premises and (b) comply with all regulations in this respect.

12.3 Employees of the Contractor against whom the Client has comprehensible reservations shall be replaced by suitable personnel without delay at the Client's request.

12.4 The Contractor's employees are obliged at all times to prove their identity and proper employment in the event of internal or official inspections by means of an official photo ID (passport in original), the residence permit in credit card format as well as the PD A1 certificate of the responsible social insurance provoder.

13 Secrecy , Privacy

13.1 The Contractor undertakes to maintain secrecy of all information that it receives from the business relationship with the Client about the Client or the voestalpine Group, its products, plant facilities, employees and/or customers/contract partners, as well as all information in general in which the Client has a recognizable interest in secrecy. The Contractor shall be liable to the Client, even without any fault on its part, for ensuring that this secrecy is also observed by all employees of the Contractor as well as by third parties to whom the Contractor makes relevant information accessible with the Client's consent. This obligation shall also apply after the end of the contract.

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13.2 The Contractor guarantees that the services provided by it meet the highest technical standards in order to prevent infringements of the Client's confidentiality interests. In any case, systems, devices and/or programs provided or installed by the Contractor may not establish any communication relationships with persons, systems, devices and/or programs outside the Client's operating area or may be used by third parties for such communication relationships without the Client's knowledge, unless the Client has expressly consented to such communication relationships in writing.

13.3 Data which become accessible to the Contractor on the basis of its contract with the Client may only be used for the contractual purpose. Insofar as they must be stored for this purpose by the Contractor or a third party called in by the Contractor - in compliance with item 3.3- they shall be protected as best as possible and deleted irrevocably and verifiably as soon as possible, but at the latest at the end of the contract. The deletion shall be confirmed to the Client in writing upon request. The Contractor shall expressly inform the Client if unauthorized access to the Client's data occurs or is threatened.

13.4 The Contractor shall comply with all data protection regulations and shall indemnify and hold the Client harmless in this respect. A data transfer to third countries outside the EU/EEA shall in any case require the separate written approval of the Client. If the Contractor acts as a data processor within the meaning of the General Data Protection Regulation (GDPR), it shall be obliged to conclude a data processing agreement pursuant to Art. 28 GDPR (based on the standard text of the Client, which shall be sent to the Contractor upon request) and, if applicable, the current version of the standard contractual clauses; If the Client and the Contractor act as joint controllers within the meaning of the GDPR, the Contractor shall be equally obliged to conclude an agreement pursuant to Art. 26 GDPR (based on the standard text of the Client, which shall be sent to the Contractor upon request).

13.5 The Contractor shall, upon request and in compliance with the relevant statutory provisions, at any time name to the Client all employees of the Contractor, third parties engaged by the Contractor and their employees who have access to information pursuant to item 13.1the scope of the performance of the services. The Client shall be entitled to demand proof of the reliability of such persons. Insofar as the Client has reasonable doubts about the reliability of such persons, the Contractor shall exclude them from data access at the Client's request.

13.6 The Contractor shall process any system components of the Client replaced by it in such a way that any information still contained on them can no longer be read; in doing so, the Contractor shall ensure that the Client loses no data as a result of the deletion. Unless otherwise agreed, such components shall be destroyed by the Contractor at the Contractor's expense under the Client's supervision.

13.7 The Contractor is informed that the Client processes personal data necessary for the purposes of initiating and processing contractual relationships and maintaining business relations between the Client and the Contractor and, to the extent necessary to achieve the aforementioned purposes, transmits such data to companies of the voestalpine Group worldwide (overview of all voestalpine companies at www.voestalpine.com/standorte) and/or third parties involved in the performance of the contract. Recipients may also be located in countries with a lower level of data protection. More detailed information is available in the General Privacy Policy for Business Partners on the website of the Client.

14 Control

14.1 The Client shall be entitled to monitor the activities of the Contractor and the third parties engaged by the Contractor at any time, in particular with regard to their conformity with the contract and compliance with all safety regulations. This shall also include audits at the premises of the Contractor and its subcontractors. The Contractor shall grant the Client appropriate access at all times and shall cooperate commensurately in inspections or ensure appropriate cooperation by the subcontractor.

14.2 The Client shall be entitled to monitor the activities of the Contractor, in particular the activities on IT systems of the Client, and to record them for control purposes.

14.3 The Contractor shall not be entitled to inspect the Client's activities on the occasion of the performance of the service, in particular with regard to the Client's hardware or software use, unless this is absolutely necessary for the performance of the service. The installation

or use of testing, counting or surveying software, including the transmission of data thus obtained to third parties, shall in any case only be permitted with the express written consent of the Client. Any costs incurred by the Client as a result shall be reimbursed to the Client by the Contractor.

15 Remuneration and terms of payment

15.1 Unless expressly agreed otherwise,

15.1.1 the prices are fixed lump sum prices and are net prices excluding the statutory value added tax. If VAT is to be paid to the Graz City Tax Office in accordance with the provisions of § 27 para. 4 UStG, this shall be done by the Client and the Contractor shall be informed thereof;

15.1.2 the agreed prices cover all costs associated with the provision of the service, including all expenses and ancillary services;

15.1.3 cost estimates of the Contractor shall be reimbursed free of charge and under express warranty of correctness;

15.1.4 in the case of an order for several services (e.g. hardware and software), the prices agreed for each service shall only become due for payment after all services have been rendered, with the exception of maintenance services.

15.2 All invoices shall be prepared in a form that enables the Client to check them with reasonable effort and must comply with the provisions of the Value Added Tax Act. Invoices shall be submitted within a period of 2 weeks after performance of the service. The documents required for the audit shall be enclosed.

15.3 Acceptance of the final payment on the basis of a final or partial final invoice shall preclude subsequent claims for the services rendered in accordance with the contract, unless a reservation is included in the invoice or is made in writing within three months of receipt of the payment. The reservation must be justified in writing. If the final payment deviates from the invoice amount, the period of three months shall commence at the earliest upon written notification by the Client of the comprehensible derivation of the difference.

15.4 Unless expressly agreed otherwise, payments by the Client shall be made within 60 days after proper invoicing and fulfillment of all underlying services without deduction of a discount or within 45 days with deduction of a 2% discount.

15.5 The contracting parties shall strive for a causation-based allocation of duties resulting directly or indirectly from the agreement. Accordingly, each party to the Agreement shall, subject to any provision to the contrary, bear its own tax burden under the applicable domestic and foreign regulations and shall be responsible for all associated obligations (such as, for example, declaration, collection, notification and storage obligations). This shall apply irrespective of which party to the contract is required to collect or pay the duties.

15.6 Any fees incurred in connection with the establishment or execution of the contract shall be borne by the Contractor.

15.7 If the Client is obliged under national tax law to withhold and pay taxes at source for the Contractor on payments under this Agreement, but such withholding taxes can be reduced or eliminated entirely under a double taxation agreement or other provisions of international tax law, the Client shall - to the extent expedient in the Client's opinion - exhaust all legal possibilities for direct relief at source and thus spare the Contractor a tax refund procedure. The Contractor undertakes to provide the Client with all confirmations required for this purpose (e.g. a certificate of residence) in a timely manner. However, insofar as the payment of such withholding taxes cannot be avoided without liability risk, they shall be borne by the Contractor. In this case, the Client shall promptly provide the Contractor with confirmations or other evidence of the tax deduction and the corresponding tax payment.

16 Liability

16.1 The Contractor shall be liable to the Client for its subcontractors, suppliers and other agents to the full extent as for its own conduct.

16.2 If claims are asserted against the Client by third parties due to the defectiveness of the Contractor's services, for example within the scope of product liability, the Contractor shall indemnify and hold the Client harmless. This shall also include any legal representation and other defense costs.

17 Contract duration

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17.1 The Client shall be entitled to terminate the contract (target or continuing obligation) for good cause by written declaration with immediate effect. An important reason exists in particular if

17.1.1 circumstances exist in the sphere of the Contractor which obviously make timely fulfillment of the order impossible;

17.1.2 the Contractor or a person called in by the Contractor violates confidentiality obligations or other essential terms of the contract;

17.1.3 the Contractor enters into a subcontract without the required approval of the Client;

17.1.4 the Contractor has provided incorrect or incomplete information in material respects when submitting the offer;

17.1.5 justified doubts have arisen with regard to the Contractor's solvency and the Contractor fails to provide suitable security despite the Client's request.

17.2 The Client shall be entitled to terminate the contract, at its option, with respect to the entire contract or with respect to individual partial services affected by the good cause (including, at the Client's option, any further partial services connected therewith).

17.3 In the case of continuing obligations where both parties have already rendered their main performance for at least one period, the contract shall be terminated at the time of receipt of the declaration of termination by the Contractor (ex nunc effect), otherwise (including in the case of target obligations) with retroactive effect to the time of conclusion of the contract (ex tunc effect). Services not yet invoiced by the Contractor shall only be remunerated insofar as they are usable for the Client despite termination of the contract.

17.4 Unless otherwise stipulated below, continuing obligations may be terminated in writing by either party with three months' notice to the end of the calendar quarter without stating reasons. The Client shall be entitled to terminate the contract in part unless this is unreasonable for the Contractor for important reasons.

18 Uniform contractual relationship

18.1 Several orders placed with the same Contractor shall form a unit if there is a connection between them that is recognizable to the Contractor (e.g. if the Client orders software in connection with a hardware purchase or orders its adaptation to its individual requirements in addition to ordering standard software).

18.2 It follows in particular that

18.2.1 the Client may raise objections in connection with one purchase order against the Contractor also in connection with the other purchase order;

18.2.2 a termination of the contract - except in case of a partial termination by the Client - includes all orders, in particular also an existing maintenance agreement.

19 Data term

19.1 Insofar as the term "data" is used in these GPC-IT, this shall be understood to include all data and information of all kinds, regardless of whether they have a personal reference.

20 Other provisions

20.1 Amendments and supplements to the contract shall only be agreed in writing. This also applies to any departure from the written form.

20.2 The order number/purchase order reference must always be stated in the Contractor's correspondence with the Client.

20.3 The Contractor shall not be entitled to withhold or suspend performance in the event of a dispute.

20.4 The Contractor shall only be entitled to set-off insofar as its counterclaim has been legally established or acknowledged by the Client in writing.

20.5 The Contractor is not entitled to use the name, company logo or registered trademarks or samples of the Client as a reference.

20.6 Declarations shall be deemed to have been received by the other contracting party if they have been received at the address last notified by the latter.

20.7 The contract shall be governed exclusively by Austrian law, excluding the conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.

20.8 The exclusive place of jurisdiction for all disputes arising from or in connection with the contract shall be the relevant court at the Client's registered office.

20.9 Should one or more provisions of this contract be or become void or ineffective in whole or in part, this shall in principle not affect the validity of the remaining provisions. In such a case, the void or ineffective provision shall automatically be replaced by such valid, effective, lawful and enforceable provision which comes closest to the economic purpose of the provision to be replaced in a legally permissible manner. The Client and the Contractor undertake to replace the invalid or ineffective provision without undue delay with a valid and effective provision that comes as close as possible to this provision in legal and economic terms and that they would have reasonably agreed if they had known of the invalidity or ineffectiveness of the relevant provision at the time of the agreement of these GPC-IT.

PART 2 - SPECIAL CONDITIONS

Depending on the content of the order, the special terms and conditions ("**Special Terms and Conditions"**) set forth below shall apply to the respective contract in addition - and with priority.

If an order contains several components which are subject to different Special Conditions (e.g. delivery of hardware and software; programming of individual software including subsequent maintenance), the relevant Special Conditions shall apply - in combination - to each of these components. The Client may raise objections against the Contractor in respect of one component also in accordance with the Special Conditions applicable to the other component; in particular, the Client shall be entitled to refuse final acceptance of the entire order if it is entitled to refuse final acceptance in respect of one component under the relevant Special Conditions.

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1   SPECIAL CONDITIONS FOR HARDWARE

1.1   Scope

1.1.1   The following terms and conditions apply to the purchase of information technology or telecommunications equipment or systems, including related system and operating software (**"Hardware"**).

1.1.2   For rental or leasing of hardware, item 1.10applies.

1.2   Special hardware requirements

1.2.1   Unless expressly agreed otherwise,

1.2.1.1 the Contractor shall supply brand-new standard hardware components that are easily replaced and extended;

1.2.1.2 supplied components and systems must be capable of delivering adequate response times at the end device under the intended conditions of use (or, if these were not specified by the Client, under expected conditions of use), which permit rapid and efficient use;

1.2.1.3 supplied components and systems must allow the virus scanners currently used in the voestalpine Group;

1.2.1.4 it must be possible to patch operating systems and standard software (e.g. Java, .Net) without losing the manufacturer's warranty;

1.2.1.5 If possible, (a) components and systems supplied must be usable for a long time, especially with regard to the long-term availability of spare parts, the possibility of further development, compatibility, IT security and manufacturer support, (b) simple and cost-effective upgrade options for all components must be ensured, in each case also by third-party companies, and (c) when selecting systems and/or components, broad industry standards and manufacturers and products with a long life cycle must be selected.

1.3   Hardware documentation

1.3.1   The hardware documentation shall, to the extent necessary or expedient for the use of the hardware, in particular include documentation (including a brief description) for installation, configuration, administration, use, maintenance and replacement of spare parts. The Contractor shall in particular also provide the Client with the manufacturer's article numbers of the hardware.

1.3.2   Software products used that are subject to licensing must additionally be listed in full in a software license certificate including proof of license and proof of payment. A used software license is only permissible with the express and written consent of the Client; in such a case, the Contractor shall provide evidence of all previous owners and their deletion.

1.4   Delivery

1.4.1   The Contractor shall deliver the hardware at its own expense and risk to the destination specified in the order, in the absence of such to the Client's registered office, and unload it there. Packaging and transport insurance, if any, shall not be remunerated separately by the Client.

1.4.2   Deliveries shall be made during the usual business hours of the Client and shall be notified in advance - generally at least one week in advance - at least by e-mail. The Contractor shall inform itself in advance about any existing access restrictions (in particular with regard to the height and weight of the vehicles), access controls and security measures and shall plan for and observe these.

1.4.3   Each delivery shall be accompanied by appropriate, customary delivery documents stating the scope of delivery, the specific recipient of the delivery at the Client and the order number/order reference.

1.5   Commissioning and acceptance test

1.5.1   Unless only delivery to the agreed destination has been expressly agreed, the Contractor shall also set up, connect and commission the delivered Hardware in such a way that it can be used by the Client without further ado and without restrictions (**"Commissioning"**).

1.5.2   Commissioning also includes:

1.5.2.1 the handover of the documentation;

1.5.2.2 the deposit or handover of tested source codes, insofar as such is required under the contract;

1.5.2.3 the completion of a contractually agreed trial operation;

1.5.2.4 the completion of necessary hardware optimizations by the Contractor.

1.5.3   The Contractor shall notify the Client of the completion of commissioning. At the request of the Client, the Contractor shall then carry out an acceptance test; the Client shall be entitled to participate in this. The Client may specify appropriate test data, test cases and test environments for the acceptance test. If the Client does not specify any requirements, the Contractor shall itself design the acceptance test in such a way that the contractually compliant performance of the service in the operational environment is comprehensively demonstrated.

1.5.4   Unless otherwise agreed between the Client and the Contractor and unless the Client waives individual parts of the acceptance test in writing,

1.5.4.1 the acceptance test consists of a function test, a performance test and an availability test, each in live operation, as well as a software license scan;

1.5.4.2 the functional test consists of checking whether the hardware fulfills the agreed functions;

1.5.4.3 the performance test consists of checking whether the hardware meets the requirements for response times and throughput under the defined load conditions or, in the absence of a definition, the expected load conditions;

1.5.4.4 the availability test - which is to be carried out in operation without ongoing support or intervention - consists of checking the reliability of the hardware in a continuous test; it is deemed to have been successfully completed if, over a period of 30 consecutive calendar days (00:00 to 24:00 hrs.), complete availability of all functions of the hardware of at least 99.9% is achieved in compliance with all other quality criteria and no error situation occurs more than once;

1.5.4.5 the software license scan shall consist of the Contractor providing evidence, primarily by means of a license measurement tool used by the Client, that (a) only the agreed software is used and (b) the required licenses are available to a sufficient extent. The Contractor shall hand over the result of the software license scan to the Client in electronic form in such a way that the Client can enter it into its license management system.

1.5.5   The Contractor shall draw up a report on the acceptance test. Any defects occurring shall be recorded therein together with the deadlines agreed with the Client for their rectification and shall be rectified by the Contractor without delay, but in any case within the deadline. After completion of the rectification of defects, the acceptance test shall be repeated, unless the defects are exclusively defects which cause no impairment of the functionality (incl. safety), performance and availability (e.g. spelling errors on the screen, errors in the documentation). The agreement of deadlines for the rectification of defects shall not release the Contractor from the fulfillment of contractually agreed deadlines and due dates as well as from the consequences of default in this respect.

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1.6 Final acceptance

1.6.1 As soon as the delivery and, to the extent provided for above, the commissioning and a successful acceptance test have been completed, the Client shall decide on the final acceptance of the Hardware. Irrespective of any prior use of the hardware by the Client, final acceptance shall only be deemed to have taken place upon the Client's written confirmation to this effect.

1.6.2 However, the Client may only refuse the final acceptance if

1.6.2.1 the contractual requirements for final acceptance are not met;

1.6.2.2 the hardware has defects; or

1.6.2.3 the documentation was not handed over to the Client completely and in accordance with the contract.

1.6.3 Unless otherwise agreed, ownership and risk shall pass to the Client upon final acceptance; retention of title by the Contractor shall be invalid.

1.6.4 Unless expressly agreed otherwise, performance deadlines set for the Contractor in connection with the delivery/provision of hardware shall be understood to mean that final acceptance must be achieved within the deadline.

1.6.5 The final acceptance has no exclusion effect, i.e. the Client does not lose any claims due to obvious or hidden defects not mentioned in the protocol.

1.7 Rights of use to system and operating software

1.7.1 Upon delivery of the hardware, the Contractor shall grant the Client a non-exclusive, irrevocable, permanent, transferable right of use to the system and operating software, which shall not be limited in terms of space or content. This right of use shall in particular include the right to edit and maintain the system and operating software as well as to develop programs running together with the system and operating software, also by third parties, for the Client.

1.7.2 This shall also apply in each case to corrections, patches, updates, upgrades, new versions, etc. provided by the Contractor which replace or supplement previously provided system and operating software.

1.8 Warranty and guarantee

1.8.1 The warranty period and the period of any warranty agreed with the Contractor shall commence upon final acceptance.

1.8.2 The period for the judicial assertion of the warranty shall be extended once by one year with out-of-court assertion within the open period for the asserted defects.

1.8.3 The Contractor's work to rectify defects shall interrupt all periods for the assertion of claims arising from the defects in question (in particular warranty, guarantee, compensation).

1.8.4 If the contractual use of the Hardware is prevented by a defect, the assertion of this defect shall also extend the periods for the other parts of the Hardware by the time of the prevention.

1.8.5 The Client shall have no duty or obligation to give notice of defects; §§ 377, 378 UGB shall be excluded. If the Client nevertheless notifies a defect within two years after final acceptance, it shall be presumed that the defect notified was already present at the time of acceptance.

1.8.6 If, at the time of the assertion of a defect by the Client, its final rectification is temporarily not possible or to be reasonably expected of the Client, in particular in view of its ongoing business operations, the Client may demand a temporary rectification by the Contractor, which must be followed by the final rectification at the appropriate time.

1.8.7 In the event of imminent danger, the Client shall be entitled, even without prior notification of the Contractor, to rectify defects itself or to have them remedied by third parties by way of substitute performance at the Contractor's expense, even if only on a temporary basis for the time being.

1.8.8 A defect is in any case not merely minor if a stipulated characteristic is missing or if the defect impairs the business operations of the Client.

1.8.9 The Contractor shall pass on a warranty of a manufacturer of the hardware to the Client. The Contractor shall deliver the declarations, also on the scope of the warranty as well as on its assertion, together with the

hardware. The Client may assert warranty claims directly with the manufacturer or via the Contractor.

1.9 Waste, hazardous substances

1.9.1 The Contractor shall dispose of the waste produced during the performance of the services, including the packaging material, free of charge and in accordance with the regulations and shall indemnify the Client against all obligations in this respect.

1.9.2 The Contractor shall inform the Client of any special properties of the hardware that are relevant for its subsequent disposal; in particular, the Contractor shall inform the Client by means of the safety data sheets supplied if the hardware contains hazardous substances.

1.10 Hardware rental or leasing

1.10.1 The provisions made above for the purchase of Hardware shall also apply to the case of rental or leasing of Hardware by the Client, with the exception of item 1.6.3(transfer of ownership and risk) and item 1.8(warranty and guarantee).

1.10.2 Point 1.8(Warranty and Guarantee) shall be replaced by the statutory provisions, in particular § 1096 ABGB (Austrian Civil Code) and § 1117 ABGB (Austrian Civil Code); points 1.8.1.8.6, 1.8.81.8.7, 1.8.1.8.9apply mutatis mutandis. A duty or obligation of the Client to give notice of defects (§§ 377, 378 UGB) shall be excluded in any case.

1.10.3 Irrespective of the agreed commencement of the rental or leasing period, the Client shall be obligated to pay the remuneration at the earliest when all requirements for final acceptance have been met.

1.10.4 Unless expressly agreed otherwise, the rental or leasing relationship shall be limited to one year and shall be automatically extended by a further year in each case unless it is terminated in writing by one party at least three months before its expiry. Upon termination of the contractual relationship, the Client's right to use the operating and system software shall also end.

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ONE STEP AHEAD.

2 SPECIAL CONDITIONS FOR STANDARD SOFTWARE

2.1 Scope

2.1.1 The following conditions apply to the purchase of standard software. For rental or leasing of standard software, item 2.11applies.

2.1.2 However, if the subject matter of the contract also includes the adaptation of the standard software to the individual requirements of the Client, the Special Terms and Conditions for Individual Software shall apply to such adaptation. If the standard software is of only minor importance compared to the Contractor's own programming services, the Special Terms and Conditions for Customized Software shall apply exclusively to the entire contract - in addition to and with priority over the General Section of these GPC-IT.

2.2 Special requirements for standard software

2.2.1 Unless expressly agreed otherwise,

2.2.1.1 the Contractor shall deliver software in the latest version generally available on the market;

2.2.1.2 the Contractor shall in any case deliver versions in English as well as in the national language of the Client;

2.2.1.3 the software must not contain any malware, Trojans, malicious programs or other harmful components, in particular those that damage or disable the systems of the Client or voestalpine Group, enable data theft or data modification, enable unauthorized access to or use of these systems or otherwise impair or disrupt their normal operation;

2.2.1.4 the software must (a) provide consistent and logical results in all date-oriented functionalities, (b) be user-friendly, easy to maintain and consistently created, (c) reliably fulfill the required functions, (d) be able to provide adequate response times under the intended conditions of use (or, (e) be usable for a long time, if possible, in particular with regard to the long-term nature of further development possibilities, compatibility, IT security, manufacturer support and simple and inexpensive upgrade possibilities;

2.2.1.5 the software must be tested (a) for functionality, (b) for behavior in borderline cases to be expected in the area of application (incorrect entries, number of simultaneous transactions, data volumes, etc.) and (c) with commercially available anti-malware test programs, and (d) must have all functionalities and properties in order to fully comply with the data protection requirements.

2.3 Standard software documentation

2.3.1 The standard software documentation shall, to the extent necessary or expedient for the use of the standard software, in particular include documentation (including a brief description) for installation, configuration, administration, use and maintenance.

2.3.2 Software products subject to licensing shall additionally be listed in full in a software license certificate including proof of license and proof of payment. A used software license is only permissible with the express and written consent of the Client; in such a case, the Contractor shall provide evidence of all previous owners and their deletion.

2.4 Scope of license

2.4.1 The Client acquires the non-exclusive right to use the software (a) to the agreed extent, locally and for an unlimited period of time, on all current and future systems of the voestalpine Group, as well as in the event of a disaster and for test purposes on backup systems, and (b) additionally to make the necessary copies for backup and archiving purposes. In the event of a sale of the Software to a third party, the Client shall also be entitled to transfer the scope of the license granted to it to the purchaser. In any case, the Client shall be entitled to the rights pursuant to §§ 40c to 40e UrhG. All this shall also apply in each case to corrections, patches, updates, upgrades, new versions etc. provided by the Contractor which replace or supplement previously provided software.

2.4.2 License agreements for third-party products must also be in the name of the Client.

2.5 Source code

2.5.1 If the deposit of the source code has been agreed, the Contractor shall, unless expressly agreed otherwise, hand over the documented source code in the respective current version to the Client in advance on a data carrier which can be read on the Client's system for joint examination and then in a jointly sealed envelope which shall be deposited with the Client.

2.5.2 The Client and companies of the voestalpine Group may break the seal and use the source code including documentation themselves or hand it over to third parties for use and in particular use it to handle warranty, maintenance and further development by themselves or by third parties if

2.5.2.1 insolvency proceedings of any kind whatsoever are opened against the Contractor or are dismissed for lack of cost coverage;

2.5.2.2 the Contractor liquidates its business or does not (any longer) offer the continuation of services such as, in particular, warranty processing, further development and/or maintenance services for the Client at usual market prices;

2.5.2.3 the Contractor fails to comply with its warranty, maintenance and/or further development obligations despite having been granted a reasonable period of grace; or

2.5.2.4 at least two unsuccessful execution attempts have been made against the Contractor.

2.5.3 For the cases listed above in which the Client is entitled to use the source code, the Contractor shall grant the Client the all-encompassing, transferable right to use the source code, unrestricted in terms of time, place and content, including the right to edit, distribute, publish and reproduce the source code and including the right to grant sublicenses.

2.5.4 Furthermore, the Client is entitled to break the seal and to use the source code (also by third parties), insofar as this is necessary to exercise the legal rights of the Client pursuant to § 40e UrhG.

2.6 Delivery, installation, acceptance test

2.6.1 The Contractor shall deliver the standard software to the Client either via a download link or on a physical data carrier. In any case, the delivery shall be made at the expense and risk of the Contractor; any packaging and transport insurance shall not be remunerated separately by the Client.

2.6.2 Data carriers shall be delivered to the place of destination specified in the order, in the absence of such place of destination to the registered office of the Client. The delivery shall be accompanied by appropriate, customary delivery documents stating the scope of delivery, the specific recipient of the delivery at the Client and the order number/order reference.

2.6.3 Notwithstanding any agreed installation by the Contractor, the Contractor shall (a) provide the routines required for the proper installation and uninstallation of the standard software and (b) advise and support the Client in the event of problems with the installation or uninstallation.

2.6.4 Upon completion of the delivery, the ownership or right of use and the risk shall pass to the Client (in case of delivery on data carrier also with regard to the data carrier); retention of title by the Contractor shall be ineffective.

2.6.5 If installation by the Contractor is agreed,

2.6.5.1 the risk shall however not pass to the Client until the installation has been completed;

2.6.5.2 the Contractor's claim to remuneration shall only arise upon completion of the installation, unless expressly agreed otherwise;

2.6.5.3 in case of doubt, a delivery or performance deadline set for the Contractor shall be understood to mean that the installation must be completed within the deadline;

2.6.5.4 the Contractor shall also carry out all expedient optimizations immediately following the installation;

2.6.5.5 the installation shall not be deemed to be completed until these optimizations have been completed and, if the Client requests acceptance, not until final acceptance by the Client.

2.6.6 An acceptance test shall be performed at the request of the Client; the Client shall be entitled to participate therein. The Client may specify appropriate test data, test cases and test environments for the acceptance test. If the Client does not specify any requirements, the

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ONE STEP AHEAD.

Contractor shall itself design the acceptance test in such a way that the contractually compliant performance of the service in the operational environment is comprehensively demonstrated.

2.6.7 Unless otherwise agreed between the Client and the Contractor and unless the Client waives individual parts of the acceptance test,

2.6.7.1 the acceptance test consists of a function test, a performance test and an availability test, each in real time operation, as well as a software license scan;

2.6.7.2 the functional test consists of checking whether the standard software fulfills the agreed functions;

2.6.7.3 the performance test consists of checking whether the standard software meets the requirements for response times and throughput under the defined load conditions or, in the absence of a definition, the expected load conditions;

2.6.7.4 the availability test - which is to be carried out in operation without ongoing support or intervention - consists of checking the reliability of the standard software in a continuous test; it shall be deemed to have been successfully completed if, over a period of 30 consecutive calendar days (00:00 to 24:00 hours), complete availability of all functions of the standard software of at least 99.9% is achieved in compliance with all other quality criteria and no error situation occurs more than once;

2.6.7.5 the software license scan shall consist of the Contractor providing evidence, primarily by means of license measurement tools used by the Client, that (a) only the agreed software is used and (b) the licenses required for this are available to a sufficient extent. The Contractor shall hand over the result of the software license scan to the Client in electronic form in such a way that the Client can enter it into its license management system.

2.6.8 The Contractor shall draw up a report on the acceptance test. Any defects occurring shall be recorded therein together with the deadlines agreed with the Client for their rectification and shall be rectified by the Contractor without delay, but in any case within the deadline. After completion of the rectification of defects, the acceptance test shall be repeated unless the defects are exclusively defects which do not cause any impairment of the functionality (incl. safety), performance and availability (e.g. spelling errors on the screen, errors in the documentation). The agreement of deadlines for the rectification of defects shall not release the Contractor from the fulfillment of contractually agreed deadlines and due dates as well as from the consequences of default in this respect.

2.7 Final acceptance

2.7.1 After successful completion of the acceptance test, the Client shall decide on the final acceptance of the standard software. Irrespective of any prior use of the standard software by the Client, such acceptance shall only be deemed to have taken place upon corresponding written confirmation by the Client.

2.7.2 However, the Client may only refuse the final acceptance if

2.7.2.1 the contractual requirements for final acceptance are not met;

2.7.2.2 the standard software has defects; or

2.7.2.3 the documentation or the source code have not been handed over to the Client completely and in accordance with the contract.

2.8 Test period

2.8.1 In the case of standard software, the Client shall be entitled to withdraw from the contract in whole or in part within a test period of two months without stating reasons.

2.8.2 The test period begins at the time of the transfer of risk to the Client.

2.9 Warranty and guarantee

2.9.1 At the time of the transfer of risk, the warranty period and the period of any warranty agreed with the Contractor shall commence.

2.9.2 The period for the judicial assertion of the warranty shall be extended once by one year with out-of-court assertion within the open period for the asserted defects.

2.9.3 The Contractor's work to rectify defects shall interrupt all periods for the assertion of claims arising from the defects in question (in particular warranty, guarantee, compensation).

2.9.4 If the contractual use of the standard software is prevented by a defect, the assertion of this defect shall also extend the periods for the other parts of the standard software by the time of the prevention.

2.9.5 The Client shall have no duty or obligation to give notice of defects; §§ 377, 378 UGB shall be excluded. If the Client nevertheless notifies a defect within two years after the beginning of the warranty period, it shall be presumed that the defect notified was already present at the time of acceptance.

2.9.6 If, at the time of the assertion of a defect by the Client, its final rectification is temporarily not possible or cannot reasonably be expected of the Client, in particular in view of its ongoing business operations, the Client may demand a temporary rectification by the Contractor, which must be followed by the final rectification at the appropriate time.

2.9.7 In the event of imminent danger, the Client shall be entitled, even without prior notification of the Contractor, to rectify defects itself or to have them rectified by third parties by way of substitute performance at the Contractor's expense, even if only on a temporary basis for the time being.

2.9.8 A defect is in any case not merely minor if a stipulated characteristic is missing or if the defect impairs the business operations of the Client.

2.9.9 The Contractor shall pass on a warranty of a manufacturer of the standard software to the Client. The Contractor shall provide the explanations, including those regarding the scope of the warranty and its assertion, together with the standard software. The Client may assert warranty claims directly with the manufacturer or via the Contractor.

2.10 New versions

2.10.1 The Contractor shall inform the Client as soon as a newer version of the standard software supplied becomes available.

2.10.2 The Client shall not be obliged to switch to newer versions. The continued use of older versions shall not reduce the rights of the Client under the contract, unless expressly agreed otherwise.

2.11 Standard software rental

2.11.1 The provisions made above for the purchase of standard software shall also apply in the event of the rental of standard software by the Client, with the exception of Clauses 2.6.4and 2.6.5.1(transfer of ownership and risk) and item 22.9(warranty and guarantee).

2.11.2 Item 2.9(Warranty and Guarantee) shall be replaced by the statutory provisions, in particular § 1096 ABGB (Austrian Civil Code) and § 1117 ABGB (Austrian Civil Code); Clauses 2.9.6to 2.9.9apply mutatis mutandis. A duty or obligation of the Client to give notice of defects (§§ 377, 378 UGB) shall be excluded in any case.

2.11.3 Upon payment of the rental fee, the Client shall also be entitled to delivery of the respectively available newer versions of the standard software under the same delivery conditions under which the original version was delivered, whereby newer versions may not lead to a restriction of the functionality of the standard software. The Client shall not be obliged to switch to newer versions.

2.11.4 Unless expressly agreed otherwise, the rental relationship shall be limited to one year and shall be automatically extended by a further year in each case unless it is terminated in writing by one party at least three months before its expiry. Upon termination of the contractual relationship, all license rights of the Client shall also end; any source code deposited shall be returned to the Contractor. Unless expressly agreed, however, the Client shall not be obliged to return or destroy any software or data carriers supplied with it, either upon termination of the rental relationship or otherwise upon termination of the use of any software provided.

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3 SPECIAL CONDITIONS FOR INDIVIDUAL SOFTWARE

3.1 Scope

3.1.1 If the subject matter of the contract is the development of a software solution by the Contractor for the Client (**"Individual Software"**), the following terms and conditions shall apply to its production and transfer.

3.1.2 If, in addition to the provision of standard software, the subject matter of the contract is the adaptation of such software to the individual requirements of the Client, this shall only apply with regard to the adaptation. If the standard software is of only minor importance compared to the Contractor's own programming services, however, the following terms and conditions shall apply exclusively to the entire contract - in addition to and with priority over the General Section of these GPC-IT.

3.2 Contract law

3.2.1 The law on contracts for work and services shall apply to the production and transfer of the individual software.

3.2.2 If the subject matter of the agreement is the temporary transfer of the Individual Software or its unlimited transfer against a periodic payment, the rental law shall also apply in this respect. In this case, item 3.13shall apply.

3.3 Special requirements for individual software

3.3.1 Unless expressly agreed otherwise,

3.3.1.1 individual software must reliably meet all specifications agreed in the contract, in the functional specification or in a similar document;

3.3.1.2 Individual Software must have at least the usually assumed properties and be suitable for the intended use by the Client, in particular also with regard to full compatibility with the Client's systems, equipment and programs, the use of which in connection with the Individual Software is reasonably foreseeable for the Contractor;

3.3.1.3 the source code of the individual software must (exclusively) use the standard language scope of the common programming language(s) and contain sufficient explanatory comments;

3.3.1.4 may not contain any software that can be obtained regularly free of charge and open source ("Free Software", "Open Source Software", "OSS") without the written consent of Client Individual Software;

3.3.1.5 Individual software must (a) be created and, if necessary, maintained using a data dictionary, a source code management system and, if possible, a test data generator and a test help system, (b) be designed to be as platform- or operating system-independent as possible, (c) be easily installed and uninstalled by the client, and (d) have all functionalities and features to fully comply with the data protection requirements;

3.3.1.6 the Contractor shall in any case deliver versions in English as well as in the national language of the Client;

3.3.1.7 Individual Software must not contain (a) any copy protection devices, date locks, program locks or other restrictions on use and (b) any malware, Trojans, malicious programs or other harmful components, in particular those that damage or disable the systems of the Client or the voestalpine Group, enable data theft or data modification, enable unauthorized access to or use of these systems or otherwise impair or disrupt their normal operation;

3.3.1.8 individual software must (a) deliver consistent and logical results in all date-oriented functionalities, (b) be user-friendly, easy to maintain and consistently created, (c) reliably fulfill the required functions, (d) be capable of delivering adequate response times on the end device under the intended conditions of use (or, insofar as these have not been (e) be usable for a long time, if possible, especially with regard to the longevity of further development possibilities, compatibility, IT security, manufacturer support and simple and inexpensive upgrade possibilities;

3.3.1.9 individual software must be tested (a) for functionality, (b) for behavior in borderline cases to be expected in the application area (incorrect entries, number of simultaneous transactions, data volumes, etc.), and (c) with commercially available anti-malware test programs;

3.3.1.10 the Contractor shall carry out adaptations of standard software as far as possible without interfering with its source code.

3.4 Individual Software Documentation

3.4.1 To the extent necessary or expedient for the use of the Individual Software, the Individual Software Documentation shall in particular include documentation (including a brief description) for installation, configuration, administration, use and maintenance.

3.4.2 Software products used that are subject to licensing must additionally be listed in full in a software license certificate including proof of license and proof of payment. A used software license is only permissible with the express and written consent of the Client; in such a case, the Contractor shall provide evidence of all previous owners and their deletion.

3.5 Scope of license

3.5.1 The Client shall acquire the exclusive right to use the individual software, which shall be unrestricted in terms of time, place and content and transferable without limitation. The Client shall therefore be entitled in particular to use the individual software for any purpose it wishes, to exploit, reproduce and process it as it sees fit and/or to permit or prohibit any corresponding use, exploitation, reproduction or processing by third parties or by the Contractor.

3.5.2 The Contractor shall therefore not be entitled, without the consent of the Client, to produce similar software for third parties who are actually or potentially in competition with the Client or another company of the voestalpine Group, or to place such software on the market as standard software.

3.6 Source code

3.6.1 The Contractor shall hand over to the Client the source code of the Individual Software on a data carrier that can be read on the Client's system, together with the associated documentation (content and structure of the data carrier, installation instructions, program and data flow plans, test procedures, test programs, error handling, etc.) in a form that can be understood by any expert user at the following times in the following version:

3.6.1.1 already during the production of the individual software on request of the Client the respective current version;

3.6.1.2 the finished version together with the notice of completion at the latest;

3.6.1.3 immediately after each subsequent modification of the source code by the Contractor (e.g. in the course of acceptance, warranty or maintenance), the version supplemented by the respective modification (whereby all modifications since the notification of completion must be contained and documented separately on the data carrier).

3.6.2 Programming tools and program libraries used by the Contractor shall be supplied if they are not available on the free market.

3.6.3 The Client's right to use the work also extends to the transferred source code.

3.7 Project phases

3.7.1 The production of the Individual Software shall be carried out in project phases, each of which, if not waived by the Client, shall end with an interim acceptance by the Client. If the project phases have not been defined in the contract, the Client shall be entitled to divide the production process into such project phases at its reasonable discretion. Work on the subsequent project phase(s) may only be commenced after completion of the preceding project phase(s) and shall not be remunerated prior thereto.

3.7.2 Interim acceptances and other releases by the Client, as well as a waiver thereof, shall only be issued in writing. They are to be understood merely as permission to begin work on the subsequent project phase(s) and not as agreement with a specific interim result, as consent to a contractual amendment or as a waiver of contractual rights.

3.7.3 If partial payments or payments on account to the Contractor or other interim invoices have been agreed, their due date shall be subject to the completion of the respective project phase (milestone). In the event of a delay in the completion of a project phase, the Client shall be entitled to withhold all payments for this and subsequent project phases.

3.7.4 If the specification of the individual software is not completely specified by the Client, the first project phase consists of the creation or completion of a corresponding specification sheet by the Contractor, who must proceed in close coordination with the Client. If the Client refuses the interim acceptance of the (completed) specification, it shall be revised by the Contractor in accordance with the Client's wishes.

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ONE STEP AHEAD.

3.7.5 Prior to the performance of the service, the Contractor shall check the technical conditions to the required extent so that the performance of the service is possible without any restrictions and, if necessary, inform the Client of the requirements that must be met for the use of the individual software. The result of this preliminary examination shall be included in the specifications.

3.8 Project management, reporting requirements

3.8.1 The Client and the Contractor shall set up a project organization consisting of the Project Managers of the Client and the Contractor.

3.8.2 The Contractor shall name a project manager to the Client at the latest at the beginning of the contract who shall be available to the Client as a responsible contact person during all project phases and who may only be replaced by the Contractor for good cause or at the request of the Client (item 12.3General Section). The Contractor's project manager shall in particular

3.8.2.1 to keep a project documentation in which the most important project control mechanisms (structure, process organization, participants, rules of cooperation, quality assurance) are defined;

3.8.2.2 to prepare a project plan in sufficient detail (with specification of the Function Points or similar units of performance) and to update it weekly in critical project phases, otherwise fortnightly, and to submit it to the project manager of the Client together with a target/actual comparison.

3.8.3 Notwithstanding any specially agreed reporting obligations, the Contractor shall report in detail on the current status of the work at any time upon the Client's request.

3.9 Completion and acceptance

3.9.1 The Contractor shall install the Individual Software at the Client's premises to the agreed extent or, in the absence of an agreement, to the customary extent and subsequently test and optimize it for full functionality.

3.9.2 Thereafter, the Contractor shall notify the Client in writing that the installation is ready for use ("Notice of Completion"). With the notice of completion, the Contractor shall confirm that the individual software has been properly installed, optimized and successfully tested for full functionality. At the latest at the same time as the notice of completion, the Contractor shall hand over the documentation and the source code to the Client.

3.9.3 An acceptance test shall then be carried out by the Contractor at the Client's request; the Client shall be entitled to participate in this. The Client may specify appropriate test data, test cases and test environments for the acceptance test. If the Client does not specify any requirements, the Contractor shall itself design the acceptance test in such a way that the contractually compliant performance of the service in the operational environment is comprehensively demonstrated.

3.9.4 Unless otherwise agreed between the Client and the Contractor and unless the Client waives individual parts of the acceptance test,

3.9.4.1 the acceptance test consists of a function test, a performance test and an availability test, each in live operation, as well as a software license scan;

3.9.4.2 the functional test consists of checking whether the individual software fulfills the agreed functions;

3.9.4.3 the performance test consists of checking whether the individual software meets the requirements for response times and throughput under the defined or, in the absence of a definition, the expected load conditions;

3.9.4.4 the availability test - which is to be carried out in operation without ongoing support or intervention - consists of checking the reliability of the individual software in a continuous test; it is deemed to have been successfully completed if, over a period of 30 consecutive calendar days (00:00 to 24:00 hours), complete availability of all functions of the individual software of at least 99.9% is achieved in compliance with all other quality criteria and no error situation occurs more than once;

3.9.4.5 the software license scan shall consist of the Contractor providing evidence, primarily by means of license measurement tools used by the Client, that (a) only the agreed software is used and (b) the licenses required for this are available to a sufficient extent. The Contractor shall hand over the result of the software license scan to the Client in electronic form in such a way that the Client can enter it into its license management system.

3.9.5 The Contractor shall draw up a report on the acceptance test. Any defects occurring shall be recorded therein together with the deadlines agreed with the Client for their rectification and shall be rectified by the Contractor without delay, but in any case within the deadline. After completion of the rectification of defects, the acceptance test shall be repeated unless the defects are exclusively defects which do not cause any impairment of the functionality (incl. safety), performance and availability (e.g. spelling errors on the screen, errors in the documentation). The agreement of deadlines for the rectification of defects shall not release the Contractor from the fulfillment of contractually agreed deadlines and due dates as well as from the consequences of default in this respect.

3.10 Final acceptance

3.10.1 After the notice of completion and, if the Client has requested acceptance, the successful completion of the acceptance test, the Client shall decide on the final acceptance of the Individual Software. Irrespective of any prior use of the Individual Software by the Client, such acceptance shall only be deemed to have taken place upon corresponding written confirmation by the Client.

3.10.2 However, the Client may only refuse the final acceptance if

3.10.2.1 the contractual requirements for final acceptance or for notice of completion are not met;

3.10.2.2 the software has defects; or

3.10.2.3 the documentation or the source code have not been handed over to the Client completely and in accordance with the contract.

3.10.3 Ownership and risk shall pass to the Client upon final acceptance; retention of title by the Contractor shall be invalid.

3.10.4 Unless expressly agreed otherwise,

3.10.4.1 performance deadlines set for the Contractor in connection with the production of individual software shall be understood to mean that final acceptance must be achieved within the deadline;

3.10.4.2 the Contractor's entitlement to remuneration shall only arise upon final acceptance.

3.11 Warranty and guarantee

3.11.1 The warranty period and the period of any warranty agreed with the Contractor shall commence at the time of the transfer of risk.

3.11.2 The period for the judicial assertion of the warranty shall be extended once by one year with out-of-court assertion within the open period for the asserted defects.

3.11.3 The Contractor's work to rectify defects shall interrupt all periods for the assertion of claims arising from the defects in question (in particular warranty, guarantee, compensation).

3.11.4 If the contractual use of the software is prevented by a defect, the assertion of this defect shall also extend the periods for the other parts of the software by the time of the prevention.

3.11.5 The Client shall have no duty or obligation to give notice of defects; §§ 377, 378 UGB shall be excluded. If the Client nevertheless notifies a defect within two years after the beginning of the warranty period, it shall be presumed that the defect notified was already present at the time of acceptance.

3.11.6 If, at the time of the assertion of a defect by the Client, its final rectification is temporarily not possible or cannot reasonably be expected of the Client, in particular in view of its ongoing business operations, the Client may demand a temporary rectification by the Contractor, which must be followed by the final rectification at the appropriate time.

3.11.7 In the event of imminent danger, the Client shall be entitled, even without prior notification of the Contractor, to rectify defects itself or to have them rectified by third parties by way of substitute performance at the Contractor's expense, even if only on a temporary basis for the time being.

3.11.8 A defect is in any case not merely minor if a stipulated characteristic is missing or if the defect impairs the business operations of the Client.

3.12 Early termination

3.12.1 The Client shall be entitled to terminate the contract prematurely at any time, even without good cause, subject to a notice period of 4 (four) weeks. In this case, the Client shall remunerate the services rendered

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ONE STEP AHEAD.

up to the time of termination. The degree of completion in accordance with the agreed schedule shall be decisive in this regard. Acceptance of the services is not required. The right to extraordinary termination shall remain unaffected. In this case, the Client shall receive all rights (in particular rights of use as described in item 3.5) to all services rendered and produced by the Contractor up to the time of termination.

3.12.2   If the contractual relationship is terminated prematurely and no separate remuneration or gratuitousness has been agreed for project phases already completed, the Contractor shall be entitled to an appropriate remuneration within the meaning of § 1152 ABGB. There shall be no further claims.

3.13   Individualsoftware rental

3.13.1   The provisions made above for the purchase of Individual Software shall also apply to the case of the rental of Individual Software by the Client, with the exception of item 3.10.3(transfer of ownership and risk) and item 3.11(warranty and guarantee).

3.13.2   Item 3.11(Warranty and Guarantee) shall be replaced by the statutory provisions, in particular § 1096 ABGB (Austrian Civil Code) and § 1117 ABGB (Austrian Civil Code); Clauses 3.11.6to 3.11.8apply mutatis mutandis. A duty or obligation of the Client to give notice of defects (§§ 377, 378 UGB) shall be excluded in any case.

3.13.3   Upon payment of the rental fee, the Client shall also be entitled to delivery of the respectively available newer versions of the Individual Software under the same delivery conditions under which the original version was delivered, whereby newer versions may not lead to a restriction of the functionality of the Individual Software. The Client shall not be obliged to switch to newer versions.

3.13.4   Unless expressly agreed otherwise, the rental relationship shall be limited to one year and shall be automatically extended by a further year in each case unless it is terminated in writing by one party at least three months before its expiry. Upon termination of the contractual relationship, all license rights of the Client shall also end; any source code deposited shall be returned to the Contractor. Unless expressly agreed, however, the Client shall not be obliged to return or destroy any software or data carriers supplied with it, either upon termination of the rental relationship or otherwise upon termination of the use of any software provided.

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ONE STEP AHEAD.

4 SPECIAL CONDITIONS FOR IT SERVICES

4.1 Scope

4.1.1 The following terms and conditions shall apply to the provision of services (e.g. consulting, training, support) in the field of information technology and/or telecommunications ("**IT Services"**) by the Contractor for the Client. IT maintenance services are excluded; the Special Terms and Conditions for IT Maintenance Services (GPC-IT Part 2. Item 5) shall apply to these.

4.1.2 The delivery or production of software does not constitute a service. Instead, the Special Terms and Conditions for Standard Software or for Individual Software shall apply.

4.2 Contract law

4.2.1 The IT services shall be provided within the framework of a service contract. An employment or service relationship with the Client shall not be established; the Contractor shall exclusively use its own resources (PC, cell phone, car, etc.), its employees shall be subject exclusively to the official supervision of the Contractor, irrespective of the place of performance, the working hours shall be determined autonomously by the Contractor within the contractual specifications. The Contractor shall therefore be responsible for declaring and paying any taxes and social security contributions. Operating resources as well as any IT authorizations shall only be made available to the Contractor by the Client as an exception and to the extent that this is absolutely necessary due to the IT security of the voestalpine Group or for the performance of the service of the respective individual order.

4.2.2 Furthermore, the Contractor assures that

4.2.2.1 it has a tax number at its competent tax office as well as a tax and social security clearance certificate and pays the corresponding contributions;

4.2.2.2 a valid trade license and an extract from the commercial or trade register are available.

4.2.2.3 it has concluded valid employment contracts with the personnel deployed or temporary personnel are duly registered with the labor supplier;

4.2.2.4 only personnel duly registered with the competent social security institution are employed to perform the services;

4.2.2.5 foreign personnel have valid work permits and residence permits and the employment in Austria of ANs domiciled in an EU/EEA Member State has been duly reported to the Central Coordination Office of the Federal Ministry of Finance (ZKO3/ZKO4) prior to taking up employment;

4.2.2.6 the personnel insured with a social insurance institution in another EU/EEA member state or a third country (intermediate agreement) is insured to the required extent with the respective health insurance fund (personnel of employees from EU/EEA member states must submit the PD A1 certificate for this purpose);

4.2.2.7 social security contributions are paid in full and on time and there are no arrears;

4.2.2.8 it provides adequate accommodation for the personnel if they do not return to their place of residence on a daily basis.

4.2.3 The Contractor undertakes to comply with all legal provisions applicable due to a possible deployment of personnel, in particular the regulations on the protection of employees and the employment of foreigners (esp. AuslBG" for short, and the Aliens Police Act, "FPG" for short), the Trade, Commerce and Industry Regulation Act (Gewerbeordnung, "GewO" for short) and the Wage and Social Dumping Prevention Act BGBl I 2018/32 as amended (Lohn- und Sozialdumping-Bekämpfungsgesetz BGBl I 2018/32 idgF, "LSD-BG" for short) for its employees as well as for the employees of its subcontractors; this shall apply to the associated labor law provisions (e.g. entitlement to minimum pay, vacation, compliance with working time and working hours). This concerns the associated labor law provisions (e.g. entitlement to minimum pay, vacation, compliance with working hours and rest periods, etc.) and the formal obligations in the event of cross-border employment (e.g. reporting obligations vis-à-vis authorities (posting notification, etc.). With regard to the fact that certain documents, such as registration documents [ZKO3/ZKO4], wage documents, A1 certificate, social security documents and official permits, must be kept available at the workplace on the basis of the provisions of the LSD-BG, the Contractor undertakes to provide the Client with the necessary documents corresponding to this obligation to keep available. It shall be ensured that the Contractor's personnel already give their consent to the handing over of the above-mentioned documents to the Client prior to the commencement of work.

4.2.4 The Contractor shall submit the following documents at the request of the Client:

4.2.4.1 Clearance certificate from the regional health insurance fund or the respective competent health insurance fund;

4.2.4.2 information from the trade register.

4.2.5 The Contractor undertakes to indemnify and hold harmless the Client with regard to all disadvantages resulting from any non-compliance with the safety regulations and applicable statutory provisions associated with any personnel deployment, in particular the LSD-BG, the occupational health and safety laws, the provisions on the employment of foreigners (in particular the AuslBG and FPG), the trade regulations, etc., as well as any non-compliance with the obligation to pay withholding tax. Within the scope of the present obligation, the Contractor shall furthermore bear the potential risk that the services underlying this contractual relationship as a service contract are reclassified by Austrian authorities as a free service contract or as a supply of temporary workers and the Contractor shall be liable for any disadvantages associated therewith. In such a case it is stated that the fee agreement is a gross agreement. The indemnification and hold harmless shall also include all costs and expenses that may arise from the determination of a potential liability risk in connection with the compliance with the obligation of the present contract (in particular also the legal defense costs of the Client (free choice of attorney)).

4.2.6 Insofar as the IT Services involve the performance of legal transactions or other legal acts for the account of the Client, however, contract law shall apply. The Contractor shall only be authorized to act on behalf of the Client in exceptional cases by means of an express written power of attorney.

4.3 Special requirements for IT services

4.3.1 As an IT service provider, the Contractor is obligated to comprehensively safeguard the interests of the Client. In particular, the Contractor shall

4.3.1.1 in case of a product selection proposed within the specifications of the Client, to propose those products which correspond to the interests of the Client in the best possible way;

4.3.1.2 to point out disadvantages associated with decisions and specifications of the Client (duty to warn) as well as possible alternatives, if such are potentially better suited to the interests of the Client;

4.3.1.3 to provide its services in an expeditious, goal-oriented and cost-efficient manner.

4.4 Project management, reporting requirements

4.4.1 The Client and the Contractor shall set up a project organization consisting of the Project Managers of the Client and the Contractor.

4.4.2 The Contractor shall name a project manager to the Client at the latest at the beginning of the contract who shall be available to the Client as a responsible contact person for all project phases and who may only be replaced by the Contractor for good cause or at the request of the Client (item 12.3General Section). The Contractor's project manager shall in particular

4.4.2.1 to maintain project documentation in which the most important project control mechanisms (structure, process organization, participants, rules of cooperation, quality assurance) are defined;

4.4.2.2 to prepare a project plan in sufficient detail (specifying the Function Points or similar units of performance) and to update it weekly during critical project phases, otherwise fortnightly, and to submit it together with a TARGET/ACTUAL comparison.

4.4.3 Notwithstanding any specially agreed reporting obligations, the Contractor shall report in detail on the current status of the work at any time upon the Client's request.

4.5 Place of performance

4.5.1 If the place of performance of the services has not been expressly agreed, the IT services shall be performed at the registered office of the Client, unless the nature of the services indicates otherwise.

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ONE STEP AHEAD.

5 SPECIAL CONDITIONS FOR IT MAINTENANCE SERVICES

5.1 Scope

5.1.1 The following conditions shall apply to the ongoing maintenance of hardware and/or software during their use by the Client.

5.1.2 The rectification of defects by the manufacturer, supplier or other transferor of the hardware or software within the scope of the warranty and/or guarantee or a valid rental relationship does not constitute maintenance. Rather, the respective warranty and guarantee provisions or § 1096 ABGB (Austrian Civil Code) shall apply.

5.2 Contract law

5.2.1 When providing the individual maintenance services, the Contractor usually owes a certain success (see in particular items 5.3.2.2to 5.3.2.6); therefore, in principle, the law on contracts for work and services shall apply.

5.2.2 Insofar as legal transactions or other legal acts are to be carried out by the Contractor within the scope of the maintenance for the account of the Client, however, contract law shall apply. The Contractor shall only be authorized to act on behalf of the Client in exceptional cases by means of an express written power of attorney.

5.2.3 In any case, an employment or service relationship with the Client shall not be established; the Contractor shall exclusively use its own resources (PC, cell phone, car, etc.), its employees shall be subject exclusively to the official supervision of the Contractor, irrespective of the place of performance, and the working hours shall be determined autonomously by the Contractor within the contractual specifications. The Contractor shall therefore be responsible for declaring and paying any taxes and social security contributions. Operating resources as well as any IT authorizations shall only be made available to the Contractor by the Client as an exception and to the extent that this is absolutely necessary due to the IT security of the voestalpine Group or for the performance of the service of the respective individual order.

5.3 Scope of maintenance

5.3.1 Unless expressly agreed otherwise, the Contractor shall be obliged to perform full maintenance. The Contractor shall therefore provide all services which are necessary or expedient for maintaining and, if possible, also improving the performance of the object of maintenance and its usability for the Client - also in connection with its respective other systems, equipment and programs - insofar as these services do not consist of a complete renewal of the hardware or software ("major release" with new major version number).

5.3.2 These include in particular:

5.3.2.1 The regular inspection of the object of maintenance (unless otherwise expressly agreed, at least monthly);

5.3.2.2 the diagnosis and elimination of malfunctions and errors, regardless of their cause;

5.3.2.3 Precautionary measures for data security (the regular making of backup copies, however, only if specifically agreed);

5.3.2.4 in the case of Hardware (a) its maintenance and servicing (including preventive maintenance), including the replenishment of operating materials and wearing parts, and (b) the reinstatement by repair or replacement of defective individual parts (unless expressly agreed otherwise, with new standard parts);

5.3.2.5 in the case of software (a) its (also preventive) maintenance and repair, including the import of all error corrections and updates, (b) the provision and import of available program improvements (upgrades, etc.), (c) the adaptation of the software to new legal framework conditions, new commercial or IT standards and/or to establish compatibility with new hardware or software (including individual software) of the Client, including the creation of the respective interfaces.), (c) the adaptation of the Software to new legal framework conditions, new commercial or IT standards and/or to establish compatibility with new hardware or software (including individual software) of the Client, including the establishment of the respective interfaces, (d) the restoration of the Software in the event of damage or destruction, (e) the continuous updating of source codes handed over to the Client or deposited with the Client within a maximum of two months after their modification and (f) to the extent necessary or expedient, the instruction of the Client's employees in new program versions;

5.3.2.6 updating the documentation of the maintenance object;

5.3.2.7 reporting to the Client regarding malfunctions and maintenance services rendered;

5.3.2.8 advising the Client on the object of maintenance and its use;

5.3.2.9 informing the Client about available new versions or devices that may be of interest to the Client;

5.3.2.10 the proper disposal of the wear parts and system components replaced in the course of the maintenance, so that any data of the Client on them are irretrievably destroyed or deleted. The complete deletion and/or destruction of the data shall be confirmed to the Client in writing upon request.

5.4 Call center, maintenance standby

5.4.1 The Contractor shall provide the Client with a telephone number and an e-mail address (**"Call Center"**) for the purpose of contacting the Client regarding the Maintenance Services.

5.4.2 Unless expressly agreed otherwise, at least one specialist of the Contractor shall be available to the Client and all users of the object of maintenance via the call center 24 hours a day, 7 days a week (**"maintenance readiness"**).

5.5 Diagnosis and elimination of malfunctions and errors

5.5.1 The diagnosis and elimination of malfunctions and errors can be carried out, if sufficient, by telephone consultation and support and/or by remote maintenance, otherwise without additional costs for the Client by deployment of a specialist of the Contractor on site.

5.5.2 In the event of malfunctions or errors in the environment of the maintenance object which may be related to the maintenance object, the Contractor shall first be obliged to localize the cause in cooperation with the persons responsible for maintenance of the other components. If the cause lies in the area of the maintenance object, the Contractor shall be obliged to rectify it. If the cause lies in the area of other components, the Contractor shall assist in the rectification as far as necessary; in this case, only the agreed reaction time shall apply, but not a specific rectification time.

5.6 Response and rectification times

5.6.1 "Response Time" means the period of time from the first contact of the Client or the User with the Call Center (or the attempt to do so) until the start of the processing of the request by a technically qualified employee of the Contractor.

5.6.2 "Rectification Time" means the period of time from the beginning of the Response Time to the completion of the Remedy.

5.6.3 When diagnosing and rectifying malfunctions and errors, the Contractor shall comply with the agreed response and rectification times. In the absence of an agreement, the following response and rectification times shall apply:

	Error class 1	Error class 2	Error class 3
Response times	30 minutes	60 minutes	240 minutes
Rectification times	60 minutes	600 minutes	24 hours

5.6.4 "Error class 1" exists if the functionality of essential performance features is not given or is considerably restricted.

5.6.5 "Error class 2" exists if a failure only insignificantly restricts the functionality of the overall system.

5.6.6 "Error class 3" exists if an error does not cause a restriction of the functionality of the overall system (e.g. spelling errors on the screen, errors in the documentation).

5.6.7 If there is no agreement on the allocation to the error classes, the Client shall decide on this at its reasonable discretion.

5.6.8 If the Contractor's readiness for maintenance has been restricted by express agreement to certain days of the week and/or times of the day, the continuation of the response and rectification times during the times outside the readiness for maintenance shall only be inhibited in cases of error classes 2 and 3.

5.7 Contractual penalties

5.7.1 In the event that the agreed response or rectification times or any agreed maximum downtime are exceeded, the Contractor shall pay to the Client - without prejudice to any other rights of the Client - a contractual penalty in each case, namely per commenced 12 hours,

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ONE STEP AHEAD.

calculated from the beginning of the respective exceeding of the deadline, (a) in the event that the response and/or rectification time is exceeded in the amount of 5% and (b) in the event that the maximum downtime is exceeded in the amount of 15% of the monthly net maintenance fee, but in total per month not more than 100% of the monthly net maintenance fee.

5.7.2   Unless expressly agreed otherwise, "downtime" shall mean the total time during which the object of maintenance is not available to the Client in an unrestrictedly functional manner during a calendar month, i.e. during which it exhibits a malfunction or a defect of defect classes 1 or 2.

5.8   Maintenance times and maintenance windows

5.8.1   The Contractor shall perform its maintenance work - as far as applicable, in compliance with the agreed response and rectification times - in such a way that the operational processes of the Client are impaired as little as possible as a result.

5.8.2   For this purpose, the Client may determine certain times (e.g. every Sunday from 7:00 a.m. to 8:00 a.m.) at which Maintenance Work which may affect the operational processes of the Client shall be carried out preferentially ("**Maintenance Window"**). Outside such Maintenance Windows, the Contractor may only perform such work in case of compelling necessity (which shall also include compliance with agreed response and remediation times, unless the Client waives compliance therewith).

5.8.3   Plannable maintenance work which may result in a massive impairment of the operational processes of the Client (e.g. version changes) may only be carried out after arrangements made with the Client.

5.9   Software update

5.9.1   Upon delivery, the Contractor shall grant the Client the same rights of use to all updates, adaptations or additions to the software made within the scope of the maintenance as the Client has to the software in question under the contract on which the transfer of the software is based. Newer versions may not lead to a restriction of functionality.

5.9.2   The Contractor shall inform the Client in good time of the impending installation of significant upgrades or new versions of the software. If the Client refuses the installation, the Contractor shall continue to maintain the software to its full extent without such installation, but shall inform the Client if negative consequences for the usability or security of the software result from the failure to install.

5.9.3   In any case, the Contractor maintains the maintenance of the current version, which has just been released, and the maintenance of the last two versions.

5.10   Documentation update

5.10.1   The updating of the documentation of the object of maintenance shall be carried out in particular:

5.10.1.1 in case of any modification of the object of maintenance by the Contractor;

5.10.1.2 as soon as more up-to-date manuals and/or online help become available for standard components, by supplying them.

5.11   Maintenance report

5.11.1   The Contractor shall keep a maintenance report and keep it available for inspection by the Client at any time, in which at least the following data shall be noted:

5.11.1.1 every message or request received by the call center, including the time;

5.11.1.2 for notifications and inquiries concerning malfunctions and errors, (a) the time when processing began, (b) the processing and rectification measures, (c) the time when rectification was completed, (d) the extent and duration of the error, (e) the cause of the malfunction or error, and (f) the error class (g) the response and rectification time;

5.11.1.3 all other maintenance actions including time period;

5.11.1.4 Downtime;

5.11.1.5 any change in the version status of software or any replacement of hardware;

5.11.1.6 Error messages from hardware or software (if documented available);

5.11.1.7 if requested by the Client and in compliance with the legal requirements, the names of the Contractor's employees involved, including the periods of activity.

5.11.2   On the basis of the maintenance report, the Contractor shall send the Client a monthly summary report in writing with proposed measures.

5.12   Maintenance fee

5.12.1   Unless expressly agreed otherwise, the agreed maintenance fee shall include as a lump sum all maintenance services to which the Contractor has committed itself, including all working hours, expenses and material costs (e.g. for spare and wear parts) and in particular including the license fees for all software updates made as part of the maintenance.

5.12.2   The maintenance fee shall be invoiced monthly in arrears.

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ONE STEP AHEAD.

6 SPECIAL CONDITIONS FOR CLOUD SERVICES

6.1 Scope

6.1.1 The following terms and conditions shall apply to the provision of IT infrastructure such as storage space, computing power or application software via the Internet (**"Cloud Services"**) by the Contractor for the Client.

6.1.2 If the Contractor undertakes vis-à-vis the Client to produce a specific cloud service solution, the Special Terms and Conditions for Individual Software shall apply mutatis mutandis in this respect.

6.2 Contract law

6.2.1 Rental law is applicable to the provision of the cloud services.

6.3 Special requirements for cloud services

6.3.1 Unless expressly agreed otherwise,

6.3.1.1 the server and the data stored in the cloud, including the backup copies, must always be located on a suitable IT infrastructure of the Contractor at a location within the European Union, which must be expressly authorized in writing by the Client and may only be relocated with the express written consent of the Client;

6.3.1.2 any processing of personal data must take place exclusively within the European Union;

6.3.1.3 no (digital) permanent establishment of the Client may be established at the location of the physical IT infrastructure of the Contractor - provided that the Client is otherwise indemnified and held harmless by the Contractor - and no other tax and/or fiscal consequences may arise for the Client from the use of the Cloud Services;

6.3.1.4 the Client's data must be protected against loss and unauthorized access by suitable measures, in particular (a) all data and all data traffic must be encrypted and the means for decryption must be available exclusively to the Client, (b) in the event of a system failure, the loss of data shall not exceed the data processed in the last hour before the system failure ("**Recovery Point Objective**"), and (c) the Contractor shall inform the Client without undue delay if surveys or investigations by authorities or other public bodies or license audits by software manufacturers are carried out in its company during which data of the Client may be viewed;

6.3.1.5 Contractor shall ensure the unrestricted availability of the Cloud Services during the term of the Agreement, whereby (a) the time availability shall not fall below 99.9% per calendar month (**"Minimum Availability"**) and (b) the start-up time after a service interruption shall not exceed one hour ("**Recovery Time Objective**");

6.3.1.6 the Contractor must grant the Client access to the Cloud Services with a bandwidth of at least 1 Gbit;

6.3.1.7 the Contractor shall ensure the interoperability of the Cloud Services with the other relevant systems and facilities of the Client and/or the voestalpine Group disclosed by the Client to the Contractor.

6.3.2 In the event of use of a location not authorized by the Client for its IT infrastructure as well as in the event of failure to comply with the minimum availability, recovery point objective or recovery time objective, the Contractor shall pay the Client - without prejudice to any other rights of the Client - a contractual penalty in the amount of 10% of the annual net fee for the Cloud Service, but not less than € 5,000 and not more than € 50,000 per violation.

6.4 Rights to the data

6.4.1 All rights to the data processed or created in connection with the Cloud Services as well as consequential data are the exclusive property of the Client. The Contractor may not access or use such data itself or permit or enable access or use by third parties for purposes other than the provision of the Cloud Services.

6.4.2 Any further use of the data, including its evaluation in anonymous form, is only permitted with the express written consent of the Client.

6.5 Access permissions

6.5.1 The Client may allow the Cloud Services to be used by its employees, partners, customers, suppliers and/or consultants and/or corresponding persons of other voestalpine Group companies within the scope of the Terms of Use.

6.5.2 The Client shall inform the Contractor from time to time of the respective access authorizations and the security measures to be provided for.

6.6 Safety precautions

6.6.1 The Contractor shall provide the Client with its security guidelines at the latest upon conclusion of the contract and shall notify the Client of any changes thereto without delay. The Contractor shall name a contact person for the Client on the subject of IT security.

6.6.2 The Contractor shall immediately inform the Client of any (a) breach of the security guidelines, (b) loss of data and/or (c) unauthorized access, insofar as data of the Client may be affected thereby, and at the same time notify the Client of the measures taken by the Contractor to avert the risk, to recover lost data and to prevent future impairments.

6.6.3 The Contractor shall prepare log protocols of all data and applications for the Client. The Contractor shall propose necessary and reasonable log protocols to the Client before the start of the Cloud Services, coordinate them with the Client and implement the Client's change requests; in the event of new technical developments, the Contractor shall propose changes to the Client. The Contractor shall keep the log protocols prepared

6.6.3.1 regularly during the term of the contract and, in the event of any anomalies or security incidents, to inform the Client immediately and take appropriate measures;

6.6.3.2 during the term of the contract and - subject to any deviating agreements under data protection law - for one year thereafter or for the statutory minimum period required by law, to keep logs ready for retrieval by the Client and (a) to hand them over to him upon request and (b) to support him with regard to the logs and carry out investigations and checks with regard to the logs upon request.

6.6.4 The Contractor shall certify itself in accordance with ISO 27018 or ISO 27001 with respect to the Cloud Services that are the subject matter of the Contract and shall maintain the certification throughout the entire term.

6.6.5 In addition, the Contractor shall comply with the provisions of the additionally concluded order processing agreement within the meaning of the applicable provisions of data protection law.

6.7 Malfunctions and errors

6.7.1 Notwithstanding the agreed minimum availability, the Contractor shall warn the Client without undue delay if there is a threat of a drop in capacity, an impairment of the computing and/or transmission speed or any other restriction of the availability of the Cloud Services and shall immediately initiate suitable measures to maintain availability.

6.7.2 Unless otherwise expressly agreed, the Contractor shall process any malfunctions and errors reported by the Client in a professionally qualified manner within 30 minutes (response time) and rectify them within one hour (remedying time), without being restricted to specific business hours.

6.8 Termination of Cloud Services

6.8.1 In the case of cloud services, termination of the contract by the Contractor is only possible subject to a notice period of at least 12 months.

6.8.2 Beyond the end of the contract, the Contractor shall

6.8.2.1 assist the Client, to the extent necessary, in decrypting the encrypted data; and

6.8.2.2 (in accordance with the provisions in any order processing agreement concluded) to retain all data of the Client for a maximum of 3 months after termination of the contract until the Client decides on their deletion or porting. If requested by the Client within this period, the Contractor shall immediately transfer the data to a person or institution named by the Client in a format that can be used and modified by the Client without restriction or provide access (**"porting"**).

6.8.3 The Contractor shall completely delete all data of the Client, regardless of whether they are stored in electronic or non-electronic form, regardless of whether they are located at the Contractor's premises or at a subcontractor of the Contractor's premises and on which infrastructure, including all back-up copies, as soon as the Client requests this or as soon as

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ONE STEP AHEAD.

the requested porting of the data has been completed, but at the latest upon expiry of the above-mentioned retention period, and to provide the Client with written confirmation thereof within 5 days after complete deletion.

6.8.4 The Contractor's performance of these post-contractual obligations shall be compensated for with the agreed remuneration; the Contractor shall not be entitled to a separate remuneration in this regard.

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