



PORSCHE

Terms of Use for the Porsche Partner Network (PPN)

as of May 23, 2020

Dr. Ing. h.c. F. Porsche Aktiengesellschaft

(hereinafter referred to as "PAG")

Porscheplatz 1

70435 Stuttgart

Germany

PAG enables the Porsche distribution organization, service providers, suppliers and other business partners, as well as Porsche subsidiaries in the context of their cooperation to access content, information, communication channels, knowledge exchange and other functions via the Porsche Partner Network and IT applications integrated therein.

1. Definitions

- 1.1. **“Applications“** are the various applications and IT tools integrated into the PPN that are accessible via the PPN Platform.
- 1.2. **“Business Partner“** is any entrepreneur pursuant to Section 14 of the German Civil Code (BGB) that wishes to use the PPN on the basis of these Terms of Use in the context of its cooperation with PAG, the Porsche distribution organization or Porsche subsidiaries.
- 1.3. **“Users“** are natural persons that have been granted access to the PPN on the basis of the Business Partner’s instructions, including employees, executive employees or subcontractors.
- 1.4. **“PAG“** means the Dr. Ing. h.c. F. Porsche AG, Porscheplatz 1, 70435 Stuttgart.
- 1.5. **“Platform Operator“** is PAG.
- 1.6. **“PPN“** refers to the Porsche Partner Network, consisting of the PPN Portal, the PPN Platform and further integrated Applications.
- 1.7. **“PPN Platform“** is the central login and administration tool for managing user-related and organizational master data as well as access rights to the different Applications.
- 1.8. **“PPN Portal“** is the central communication and information channel of the global Porsche distribution organization through which an exchange of information takes place within the scope of the cooperation between PAG, the international (distribution) companies, regional offices, the global Porsche dealer network but also other service providers, suppliers or contractual partners.
- 1.9. **“PPN Administrators“** are Users to whom the Platform Operator assigns defined access/administration rights regarding the PPN Platform.
- 1.10. **“Party“ / “Parties“** to a contractual relationship established on the basis of these Terms of Use are PAG and the Business Partner.

2. Scope of these Terms of Use, contractual language

- 2.1. The Platform Operator operates the website and the access to the PPN within the meaning of Section 5 of the German Telemedia Act (TMG), but not all other Applications available via the PPN Platform or other websites or portals connected to it. These Terms of Use govern the use of the PPN Portal and the PPN Platform. A use of Applications may be subject to the User agreeing to additional terms and conditions.
- 2.2. These Terms of Use apply independently of the provisions applicable to other business relationships between the Parties or between Users.
Terms and conditions of the Business Partner which deviate from these Terms of Use, even if known to the Platform Operator, shall not become part of the contract, unless the Platform Operator explicitly agrees to them in writing.
- 2.3. The contractual language is English. A display of content on the PPN in another language shall only affect the determination of the contractual language after explicit agreement in writing.

3. Basic functions of the PPN

- 3.1. Creation and administration of master data (User, organizations, contracts, access rights).
- 3.2. Access to information subject to the assigned access and administration rights.

- 3.3. Communication with other Users via chats, blogs and forums, provided, however, that direct (private) communication via the PPN Portal between individual Users is not possible. The Platform Operator and the PPN Administrators have the technical ability to read any communication between Users.
- 3.4. Uploading files, e.g. photos, videos, documents.
- 3.5. Access to Applications, where applicable, subject to agreement to separate terms of use.

4. Registration

- 4.1. The Business Partner notifies the Platform Operator or the PPN Administrators of Users that should be active for the Business Partner in the PPN and ensures that all its Users are obligated to comply with these Terms of Use.
- 4.2. Any use of the PPN requires compliance with the latest version of the minimum system requirements described in the PPN device specifications (see Appendix 1).
- 4.3. Registration is carried out by the Platform Operator upon request of the User or the responsible PPN Administrator, e.g. by e-mail stating the first and last name, a valid business e-mail address and the Business Partner to which the User belongs. If the Platform Operator agrees, either the Platform Operator or the responsible PPN Administrator creates the user account for the new User. The new User will receive a link to activate the account and will then be asked to define an individual password and a second authentication factor.
- 4.4. Users shall have no right to be registered.
- 4.5. The definition and assignment of access rights and the allocation of roles is the responsibility of the appointed and competent PPN Administrators.

5. Rights of use, indemnification

- 5.1. Provided that these Terms of Use and, where applicable, further agreements with the Platform Operator are complied with, the Platform Operator grants the Business Partner the simple (non-exclusive), non-transferable and non-sublicensable right to use the PPN Portal and the PPN Platform for the purposes of the business relationship with PAG, the Porsche distribution organization or Porsche subsidiaries. This right of use particularly does not include the downloading, copying and/or distributing of account information, documents or other data that is retrievable in the PPN Portal, unless the Business Partner requires these for conducting the business relationship or the Platform Operator has expressly permitted this.
- 5.2. The Business Partner grants the Platform Operator the simple, sub-licensable, royalty-free, spatially and temporally unlimited right to use any content uploaded by its Users to the PPN Portal, in particular documents and images ("Uploads"), for the purpose of operating the PPN Portal and ensures that it has the necessary rights to do so.
- 5.3. The Business Partner requires its Users to check the lawfulness of the content it uploads to the PPN Portal and guarantees that the Uploads are in compliance with law and do not violate the rights of other users or third parties, in particular that the Uploads comply with the regulations of the German Act on Copyright in Works of Art (KUG) and are in accordance with these Terms of Use.
- 5.4. The Business Partner herewith indemnifies the Platform Operator from and against all claims which other users or third parties assert against the Platform Operator because actions or omissions of the Business Partner's Users on the PPN Portal or PPN Platform violate their rights. The indemnification claim of the Platform Operator also includes the costs of necessary legal representation. The Platform Operator remains entitled to take appropriate measures to defend itself against claims of third parties or to pursue its rights.

6. Costs, availability of the PPN, maintenance

- 6.1. The Platform Operator provides the PPN Portal and the PPN Platform, in particular the technical infrastructure, to the Business Partner free of charge. If costs are incurred in relation to a use of the PPN, e.g. for the necessary Internet access, the party who incurs them shall bear the costs.
- 6.2. The availability and functionality of the PPN cannot be guaranteed without interruption and may be temporarily unavailable due to circumstances beyond the Platform Operator's sphere of action or control, e.g. technical malfunctions or failures for which the Platform Operator is not responsible. Such external circumstances do not give rise to any claims by the Business Partner against the Platform Operator (for details regarding liability of the Platform Operator, see clause 11).
- 6.3. For reasons of confidentiality and/or operational security, the Platform Operator may carry out maintenance work without notifying the Business Partner in advance.

7. Obligations when using the PPN

- 7.1. The Business Partner is responsible to ensure that its Users act with utmost care when using the PPN, taking into account the particular risks associated with the use of the Internet.
- 7.2. The Business Partner warrants that its Users - when using the PPN - exercise due care and attention required when handling business secrets which includes but is not limited to:
 - 7.2.1. securing the transmission of data to the PPN;
 - 7.2.2. "Logout" before leaving the workplace;
 - 7.2.3. omitting measures which could result in an unreasonable or excessive load on PPN or the underlying infrastructure, e.g. the deployment or use of malicious software;
 - 7.2.4. secrecy of the access data and
 - 7.2.5. regularly updating and reviewing the information and data stored in the account on Users, in particular contact data such as the e-mail address, as well as to update itself without undue delay outdated, incomplete, misleading or incorrect information.
- 7.3. The Business Partner ensures that its Users immediately inform the Platform Operator of any unauthorised use of their accounts or a breach of security, e.g. by e-mail to the responsible PPN Administrator.
- 7.4. The Business Partner instructs its Users that they may use addresses, e-mail addresses and other contact data which they receive in connection with using the PPN exclusively for the purpose of communicating within the framework of initiating and handling the business relationships of the Business Partner with the PAG, the Porsche distribution organization or Porsche subsidiaries.
- 7.5. The Business Partner ensures that its Users refrain from the following actions when using the PPN:
 - 7.5.1. use any content of the PPN without the necessary copyright or rights of use;
 - 7.5.2. use of data mining, robots or other data collection and extraction tools;
 - 7.5.3. transferring and connecting the PPN as well as granting sub-licenses or de facto access to the PPN to third parties without consent of the Platform Operator or the respective responsible contact persons of the Applications;
 - 7.5.4. carrying out any reverse engineering, decompiling, disassembling or reproducing, copying or duplicating of the PPN, in particular the software behind it, without the Platform Operator's consent;
 - 7.5.5. selling or using information, documents or data of other users or the Platform Operator for purposes other than the business relationships of the Business

- Partner with PAG, the Porsche distribution organization or Porsche subsidiaries;
- 7.5.6. actions for blocked Users or Users excluded from using the PPN if the exclusion or blocking is known or has remained unknown due to gross negligence;
- 7.5.7. committing criminal offences or inappropriate or immoral acts.

8. Measures in case of acts of infringement

- 8.1. The Platform Operator is entitled to take one or more of the following measures if there are concrete indications of a violation of legal provisions, rights of third parties or these Terms of Use by the Business Partner or its Users:
 - 8.1.1. issuing a warning to the Business Partner and/or a User;
 - 8.1.2. delaying or refusing the registration or activation of an account or role;
 - 8.1.3. deleting Uploads and other contributions from Users;
 - 8.1.4. temporary blocking or permanent deletion of the account or of the organization of the Business Partner including all Users belonging to it; or
 - 8.1.5. restricting use of the PPN by Users.
- 8.2. When choosing a measure, the Platform Operator takes into account the legitimate interests of the Business Partner and its affected Users. After a User has been permanently blocked, there is no entitlement to restore the blocked user account.
- 8.3. If the Platform Operator does not take any measures with regard to a violation of these Terms of Use by the Business Partner and/or its Users, Platform Operator does not waive the right to take measures with regard to current, future or similar violations.

9. Confidentiality

- 9.1. The Parties are obligated to keep confidential all documents, data, information or matters that are introduced or become known in the course of using the PPN or its performance ("Confidential Information").
- 9.2. Information is not considered to be confidential if
 - 9.2.1. it has become publicly known by any means other than improper disclosure by the disclosing Party;
 - 9.2.2. at the time of disclosure, the information is known to the receiving Party without breach or violation of a confidentiality agreement or the receiving party already is in lawful possession of the information;
 - 9.2.3. it is brought to the attention of the receiving Party by a third party who is in lawful possession of the information.
- 9.3. Unless required by law or ordered by a binding administrative or court order, neither Party may disclose Confidential Information without the prior consent of the other Party and shall keep such Confidential Information strictly confidential. All materials and documents containing Confidential Information shall remain the exclusive property of the respective disclosing Party or, where applicable, other third parties, unless expressly provided otherwise.
- 9.4. The confidentiality obligations under this clause 9 shall not apply to the Platform Operator vis-à-vis its affiliated companies as defined in Section 15 of the German Stock Corporation Act (AktG).
- 9.5. The obligations under this clause 9 shall remain effective even after termination of the Terms of Use, regardless of the reason for termination. All exchanged materials and documents containing Confidential Information shall be returned to the disclosing Party or deleted or destroyed.
- 9.6. Other agreements on confidentiality between the Parties, in particular within the scope of the business relationship of the Business Partner with PAG, the Porsche

distribution organization or Porsche subsidiaries, remain unaffected and take precedence over this clause 9 with respect to the specific business relationship.

10. Data protection

- 10.1. In the context of a use of the PPN, in particular when registering for the PPN, personal data of the User may be collected, stored and processed. The Platform Operator will ensure that any such processing is in compliance with the conditions of applicable data protection regulations.
- 10.2. The processing of data is carried out within the limits of these Terms of Use with regard to purpose, duration, type and scope. The Parties will comply with the requirements of the data protection regulations applicable to them.
- 10.3. The Parties shall in particular comply with the general principles of the GDPR such as data minimization and purpose specification, define and adhere to limited storage periods where necessary and process data only if a legal basis exists for the processing. If the cooperation of other parties is necessary in this context, these parties reasonably support the respective Party.
- 10.4. If corporate policies and/or employer / works council agreements govern conditions and/or details of the processing of data, these must also be observed in the context of joint processes by the parties involved in such corporate policies and/or employer / works council agreements. If necessary, the Parties will enter into any required data protection agreements.
- 10.5. The Parties shall process data only to the extent necessary for the purposes of the processing. In particular, the Parties shall take into account the "need to know" principle, i.e. a Party shall grant access to data to other parties only to the extent necessary to fulfil the purposes of processing.
- 10.6. Each Party providing or processing data itself or through third parties shall ensure prior to the initial provision (e.g. prior to uploading data) that in view of the respective purpose the processing can be carried out in accordance with data protection regulations.
- 10.7. Should a Party become aware of circumstances which undermine the lawfulness of processing, that Party shall take all necessary measures to ensure the continuing lawfulness of the processing. The Platform Operator and - if necessary - the respective other Party will provide appropriate support to the Party that first becomes aware of the circumstances.
- 10.8. The Business Partner is responsible that any data transfer to the Platform Operator or other Users complies with applicable data protection laws. This applies in particular to any rights of data subjects under applicable data protection law. If data subjects contact the Platform Operator regarding claims, the Platform Operator will check under applicable data protection law whether the Platform Operator is responsible for fulfilling the rights of data subjects.
- 10.9. The Platform Operator will only pass on data to third parties in accordance with the provisions of data protection law.
- 10.10. Furthermore, the Platform Operator's privacy policy in the PPN need to be observed.

11. Limitation of liability

- 11.1. Unless otherwise provided for in these Terms of Use including the following provisions, the Platform Operator shall be liable in accordance with statutory provisions in the event of a breach of contractual and non-contractual obligations.
- 11.2. The Platform Operator is liable for damages - irrespective of the legal grounds – in case of wilful misconduct and gross negligence. In case of simple negligence, the Platform Operator shall only be liable, subject to a more lenient liability standard in

accordance with the statutory provisions (e.g. *diligentia quam in suis*, the duty of care observed in ones own affairs), for

11.2.1. damages resulting from injury to life, body or health,

11.2.2. damages resulting from a more than insignificant breach of an essential contractual obligation (an obligation the fulfilment of which is fundamental for the proper execution of the contract and on the fulfilment of which the other party to the contract regularly relies and may rely); in this case, however, the liability of the Platform Operator is limited to compensation of the foreseeable, typically occurring damages.

11.3. The limitations of liability resulting from clause 11.2 also apply to breaches of duty by or in favour of persons for whose fault the Platform Operator is responsible in accordance with statutory provisions. The limitation of liability, however, do not apply if the Platform Operator has fraudulently concealed a defect or is liable under mandatory statutory provisions.

12. Amendments to the PPN and these Terms of Use

12.1. The Platform Operator reserves the right to change the PPN at any time and without prior notice, including the adjustment of functionalities, provided that the PPN retains the basic functionalities described in clause 3 and that any changes made are reasonable for Business Partners and their Users. However, the Platform Operator is not obligated to make any changes to the PPN.

12.2. The Platform Operator also reserves the right to amend these Terms of Use in the future. The Platform Operator will notify the Business Partner about planned amendments to these Terms of Use without undue delay, generally one month in advance, in text form (e.g. by e-mail or by message shown in the PPN).

Any amendments to these Terms of Use will come into effect at the point in time stated in the notification if the Business Partner has agreed to the amendments, e.g. by click-consent in the PPN. Continued use of the PPN after the date of entry into force of the amendments shall also be deemed to constitute consent if the Business Partner has not objected to the amendments before they enter into force, after having been informed of his right to object and of the consequences of not objecting in the notification regarding the amendments.

12.3. If a change to the PPN pursuant to clause 12.1. or an amendment to the Terms of Use pursuant to clause 12.2. has an adverse effect on the Business Partner, the Business Partner is free to exercise its termination right pursuant to clause 13.1.

13. Term and termination

13.1. The contract between the Parties based on these Terms of Use is concluded for an indefinite period of time and can be terminated at any time without notice. The right of termination must be exercised in written or text form (e.g. by e-mail to PPN_admin@Porsche.de).

13.2. Without prejudice to clause 8, the user accounts of all Users belonging to the Business Partner will be blocked on the day the termination takes effect.

13.3. Any termination of the contract based on these Terms of Use does not affect other business relationships of the Business Partner with PAG, the Porsche distribution organization or Porsche subsidiaries.

14. Other Provisions

14.1. The Platform Operator may make use of third parties to provide services at any time and to any extent.

- 14.2. The legal relationship between the Business Partner and the Platform Operator is governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods.
- 14.3. The exclusive place of jurisdiction for all disputes arising from these Terms of Use with the Platform Operator is Stuttgart. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this.
- 14.4. Amendments or additions to the Terms of Use must be made in writing or in text form. This also applies to any change of this form requirement itself.
- 14.5. Should any provision of these Terms of Use be void or contestable or be invalid for any other reason, the remaining provisions of these Terms of Use shall nonetheless remain effective. The Parties are aware that according to the case law of the German Federal Court of Justice, a severability clause only leads to a shift in the burden of proof. However, it is the explicit intention of the Parties to maintain the validity of the remaining provisions in any case and to accordingly exclude the applicability of Section 139 of the German Civil Code (BGB) as a whole. In such a case, the Parties undertake to agree on a provision which comes as close as possible to the void, contestable or invalid provision and which provides for a corresponding economic effect.

DUNS-Number / Porsche Partner Number

Name of Business Partner

Address [Street, House Number]

[Town / City, Federal State]

[Postal Code, Country]

Signature of authorized representative

Name in block letters

Place / Date

Terms of use for PPN, version 3.5, as of: May 23, 2020

Appendix 1: Security requirements for devices

Only devices that are properly managed in accordance with the current state of the art may be used. Using private devices is not permitted, unless this was explicitly permitted for specific Applications.

In particular, the following requirements must be complied with:

1. It must be ensured that all **security updates** available for the device are installed.
2. Devices that no longer meet the security status issued by the manufacturer (e.g. "jailbroken" or "rooted" devices) may not be used.
3. An up-to-date protection against malware (**virus scanner**) must be installed on desktop operating systems (Windows, Linux, MacOS).
4. The use of the device must only be possible after prior login (authentication).
5. The device must be locked automatically after 10 minutes of inactivity.
6. The administration of access information must only be carried out in password managers that use encryption in accordance with the current state of the art. Browser password memories are not suitable for this.
7. Before devices on which PAG data are stored are being sold all such PAG data must be deleted irretrievably.

Notwithstanding the above, it is recommended to implement the security standards of ISO 27001. At the Platform Operator's request, the Business Partner shall - within a reasonable period of time - have carried out a TISAX audit (www.tisax.de) with the TISAX audit target specified by the Platform Operator and make the results available to the Platform Operator. In addition, it is recommended to operate an inventory and asset management in accordance with ITIL or COBIT as well as a service management.

In addition to the above requirements, devices used for multi-factor authentication (e.g. PingID app) must also meet the following requirements:

1. Apps used for multi-factor authentication must be protected by a personally assigned device lock (password, biometry, PIN in hardware storage only).
2. Apps used for multi-factor authentication should use a secure hardware storage (e.g. TPM).