Terms and Conditions of the Deutsche Telekom Group for Purchasing Software Maintenance (EB Software Maintenance)

1. Scope of Application

(1) The terms and conditions set forth below shall apply to the software maintenance services (“as well as to other pertinent services;(all together referred to as the “Maintenance Services“) to be provided by Contractor to Customer. They shall not apply to the development and further development of individual software or – unless otherwise agreed – maintenance services commissioned in connection with software development.

(2) These Terms and Conditions and any other contractual conditions indicated in the Order shall apply exclusively. Any conflicting or deviating terms and conditions of the Contractor shall not apply, even if the Maintenance Services provided by the Contractor are unconditionally accepted despite knowledge of such conditions.

(3) Only orders, calls, contracts, etc. (hereinafter referred to as “Order”) and other declarations of intent which are placed in writing by a procurement unit of Deutsche Telekom AG or a Group Company (hereinafter referred to as “Customer or “Ordering Party”) shall be legally valid. The requirement of written form in the sense stated above is also satisfied by communication methods provided electronically, by fax or e-mail or electronic communication methods provided by the Customer for handling purchasing transactions, including full integration, web-based applications or declarations transmitted via the Order Management Tool. An electronic declaration of intent is received on the day on which it is available for retrieval by the recipient under its electronic address during normal business hours; otherwise, it is received on the next business day. In the event that a special electronic communications method provided by the Customer to handle purchasing transactions is used, the relevant terms and conditions of use of the Deutsche Telekom Group shall apply to such electronic communications methods provided by it (NB e-commerce)” published on https://www.telekom.com/en/company/global-procurement under “Terms and Conditions”).

(4) If the Customer and the Contractor have concluded a framework agreement that provides for the applicability of these AEB, DTAG and all companies in which DTAG is able to, directly or indirectly, exert more than 20% of the voting rights (hereinafter referred to as "**Group Company**") shall be beneficiaries of the framework agreement and thus entitled to place Orders. In the event of an Order, a corresponding contract under the terms and conditions of such framework agreement is concluded directly between the respective Group Company and the Contractor. There is no joint and several liability of DTAG and the Group Companies.

2. Parts of the Agreement

The following documents shall be integral part of the agreement in the order of precedence set forth below:
(all together hereinafter referred to as „the Agreement”)

a. the Order,
b. further parts of the agreement included in the Order (e.g. service description, project certificate),
c. the framework agreement, if any
d. these EB Software Maintenance,
e. the Information Security Annex in its most current version available at https://www.telekom.com/en/company/global-procurement under *Terms and Conditions*), hereinafter referred to as "ISA".
e. the “DTAG Supplier Code of Conduct “(DTAG Supplier Code of Conduct or “SCoC”) in its most current version (hereinafter referred to as “Code of Conduct”; under https://www.telekom.com/en/company/global-procurement

(2) The above order of precedence shall apply in case of any discrepancies between the contract documents.

(3) The parties agree that there will be no contractual terms for all of Contractor's Maintenance Services other than those agreed herein. Any agreement, policy, terms and conditions and other texts with legal meaning ("Terms") appearing in the context of first access/usage or download/installation, as the case may be, of the Maintenance Services shall explicitly be excluded and shall not apply. Any additional Terms must be agreed upon between the Parties in writing to become binding for the Ordering Party, Affiliates and/or end-customers of the DT Group.

3. General Rights and obligations of the parties

(1) The Contractor shall provide the Maintenance Services to the Ordering Party in accordance with the provisions of the Agreement.

(2) The Contractor shall ensure that the provision of Maintenance Services comply with all applicable laws, regulations, decrees, directives, ordinances and are in accordance with best standards in the industry. In case of any necessary changes to Maintenance Services to reflect developments and changes in the applicable laws or technology, the Contractor will advise the Ordering Party and prepare a change offer. Changes, if accepted by the Ordering Party by issuing a corresponding confirmation, shall be carried out at the Contractor's cost unless otherwise agreed.

4. Term, Termination

(1) The term of the Agreement shall be set forth in the Order ("Term"). Any Order may be terminated by the Customer by giving three (3) months’ notice to the end of a calendar month. Shorter or longer termination periods may be agreed in the respective Order.
The Ordering Party may in its sole discretion choose to extend the Term based on the agreed commercial conditions for successive periods of one (1) year each ("Successive Term") by providing written notice to the Contractor one month prior to the end of the Term or the Successive Term respectively.

(2) Either party may in particular terminate the Agreement for good cause, if insolvency proceedings have been initiated with respect to the other party or a petition for such proceedings has been filed with the court, the institution of such proceedings has been rejected for lack of sufficient insolvency assets to cover the costs of the proceedings, the other party has suspended payments on a not merely temporary basis, ceased its business operations or the part thereof relevant for the contractual performance, or if a similar event occurs under the laws applicable at the registered office of the affected party.

(3) In the event the Order is terminated as provided herein each party shall return to the other party all property belonging to the other party in its possession acquired as a result of the terminated Order not less than six (6) months after the end of the Order.

(4) Additionally any termination shall be permissible with a notice period of one month, effective from the end of a calendar month with special regard to the Maintenance Services for devices or systems being, already terminated by Ordering Party

or put out of operation by Ordering Party for more than 6 months.

(5) Customer shall additionally have the right to terminate the Order for cause without notice if the Contractor (and/or any of the Contractor's subcontractors) fails to comply with the requirements stipulated in the German Minimum Wage Act (Mindestlohngesetz).

5. Scope of the Maintenance Services

(1) The Contractor shall maintain the programs in accordance with the contractual conditions. This shall also include removal of program and program documentation defects; subject to use as provided in the Agreement, the programs must perform as determined in the service description.

(2) The Contractor shall be obligated to immediately notify the Customer about generally important changes to programs used by Customer as well as about other information on the programs. Any details may be agreed in the service description.

(3) The Customer may request that the Contractor provide him with new program versions, including program documentation, provided that the Contractor is entitled to dispose of such program versions and program documentation. If necessary, the Contractor shall be obligated to familiarize the Customer's personnel in due time with the new program version. The Contractor may request remuneration for such training and for the new program version; but this shall not apply, if maintenance against monthly remuneration has been agreed upon and if the new program version does not result in a performance improvement.

(4) At the Customer's request and within the scope of what is operationally feasible and reasonable, the Contractor shall adjust the programs to changed or new systems, devices or base software or to changed utilization requirements. The Contractor must adjust or amend the program documentation accordingly. As soon as the individual services required by the Customer have been established, such services and consideration for such services shall be agreed in the service description or in an amendment to the Agreement; they shall be, however, agreed in a separate agreement, if advisable due to the scope of the agreements to be reached or due to the importance of the services to be rendered.

(5) Maintenance shall be performed on the programs lis-ted in the service description in their last version as accepted by the Customer.

(6) If the Customer or a third party has changed a program, such changed program is only to be maintained if the Contractor accedes. The Customer must provide the Contractor with the specifications so that the Contractor can decide whether or not he will accede to such maintenance. Within a period of one month the Contractor shall declare in writing whether or not he will maintain such changed program. The maintenance agreement for the program in question may be terminated by the Customer if the Contractor refuses to maintain such changed program. It may be terminated by the Customer or Contractor if no agreement can be reached with regard to an adjustment of the service description necessary as a result of such program change. The notice period shall be one month to the end of a calendar month.

(7) The program maintenance obligation shall continue to exist if the Customer applies such programs to other systems and devices than the systems and devices described in the service specification.

(8) Should the Contractor offer the Customer a new program version in order to avoid or remove defects or in order to avoid downtime of other programs, the system or devices, the Customer shall be obligated to accept such new program version if and as soon as reasonable to the Customer. The Customer shall be given sufficient time to assess if such new program version acceptance is reasonable to him. If the new program version serves the remedy of intellectual property right infringements, it must be accepted immediately; if responsible for such intellectual property right infringements, the Contractor shall bear the expenses incurred by the Customer as a result of such acceptance, shall offer adjustment support and shall adjust any other programs provided by him. The Contractor shall be obligated to adjust the program documentation and, if necessary, to familiarize the Customer's personnel in due time with the new program version. If necessary, the list of documents required for such defect remedying and contained in the service description shall be corrected.

(9) Should the Customer refuse to accept a new program version, the following shall apply:

a. The Contractor shall continue to maintain the program version used so far. Such obligation and the obligation to pay monthly remuneration shall end one year after the point in time when the Contractor has offered the Customer the new program version, however upon expiration of the agreement, at the latest. After expiration of the program maintenance obligation and for the remainder of the minimum service period the Contractor shall, at his discretion, remedy defects against consideration on a time and material basis or, if entitled and able to do so, provide the Customer with the source code and program flowcharts for defect remedy.
b. Apart from that, the Customer shall have an extraordinary right of termination.

6. Remuneration

(1) The fee for the provision of Maintenance Services shall constitute remuneration for the Contractor's obligations hereunder in a final manner and, in particular, covers all expenses incurred in connection with the provision of the Maintenance Services. (e.g. for services of any subcontractors, all incidental expenses, travel expenses, travel times and waiting times.

(2) The Maintenance Services shall be invoiced on a quarterly basis at the end of each calendar quarter. The payment period shall be thirty (30) calendar days net. The payment period shall commence on the first day after receipt of the verifiable invoice which meets the requirements of this Agreement but not before provision of the Maintenance Services. A 3% discount shall be applied if payment is made within 14 calendar days from the commencement of the payment period.

(3) If the payment obligation either commences or ends within the course of any calendar quarter or calendar month, the license fees for the Maintenance Services shall amount to 1/30 of the monthly license fee per calendar day.

(4) The stipulated monthly license fee for the Maintenance Services shall apply for the whole term of the Agreement and the pricing applicable to the original Order shall apply for all subsequent Orders with respect to the Maintenance Services.

(5) The Contractor shall offer Deutsche Telekom AG and all affiliated companies of its group within the meaning of section 1, subsection 4, its Maintenance Services the most favorable terms, conditions and prices which the Contractor grants to Deutsche Telekom AG itself and/or any company of its group worldwide with regard to quantity, quality and market conditions for comparable products, work and/or services. Deutsche Telekom AG and its group companies reserve the right to exchange the respective information.

7. Invoicing; Taxes

(1) The Contractor shall submit a verifiable invoice. In particular, invoice line items must match the order items. For each Order a separate invoice is required. Collective invoices referring to various Orders are not permitted. Partial invoices and final invoices, if any, shall be marked as such and listed individually in numbered sequence. The invoice shall contain the legal entity placing the Order, the Order number and

the place of receipt. The invoice shall be in accordance with §14 of the Value Added Tax Act [Umsatzsteuergesetz]. In case an invoice does not comply with the aforementioned requirements, the Ordering Party reserves the right to return such outstanding invoice in order for the Contractor to complete and/or correct it. In such case the payment period does not start until receipt of the completed and/or corrected invoice. Even if the Ordering Party does not make use of the aforementioned provision, any delay in payment due to an invoice which does not comply with the aforementioned requirements is not the fault of the Ordering Party. The invoice with the address given in the Order shall not be issued before the day of performance in accordance with the Agreement.

(2) The prices agreed are net prices. If applicable, value-added tax according to the statutory amount shall be added.

(3) Unconditional payment of the invoiced amount by the Ordering Party does not constitute recognition of the Contractor's performance of Maintenance Services as being in accordance with the Agreement.

(4) The liability for value-added tax shall pass to the Ordering Party if the Contractor is not a German company and the Maintenance Services as provided by the Contractor are taxable in Germany (§ 13b Value Added Tax Act [Umsatzsteuergesetz]). In such case, the Contractor shall not itemize German value-added tax in the invoice. If the Contractor brings items from a third country to Germany in order to provide the Maintenance Services and if in this connection turnover taxes on imports are levied, these taxes shall be borne by the Contractor.

(5) Ordering Party shall have the right to withhold any tax at source/withholding tax from the price payable and transfer such tax to the tax office on behalf of the Contractor if the Contractor does not provide a valid exemption certificate.

8. Delay

(1) In the event Contractor is in delay ("Verzug") the statutory provisions shall apply ,unless otherwise provided for below.

(2) In the event the Contractor is in delay the Contractor shall pay 0,3% of the contractually owed remuneration for each calendar day of delay, however, in total not more than 5% of the contractually owed remuneration. The contractual penalty can be asserted until the final payment has been made by the Ordering Party. However, this shall not be the sole remedy for delay and shall not affect any other contractual or statutory rights of the Ordering Party in regard to delay, in particular the right to claim damages. A forfeit contractual penalty is taken into account on such damages.

(3) In the event that the Contractor fails to render any due performance for Maintenance Services or if Contractor provides the Maintenance Services not in accordance with the Agreement, the Customer may set the Contractor a reasonable time limit for the performance of the obligation or for a subsequent performance. After the unsuccessful expiration of such time limit, the Customer is entitled to require compensation instead of the performance or to withdraw from the Agreement. Further legal remedies of Customer remain unaffected. A forfeit contractual penalty is taken into account on such a claim for compensation in damages.

(4) Specific penalties for the failure to comply with reaction and/or restoration times can be agreed in the Agreement (especially the Service Level Agreement) which shall have priority over the regulations of this section 8. Such specific contractual penalties will also be taken into account in the sense of section 8, subsection 2.

9. Acceptance

(1) Acceptance testing shall be conducted
- (i) for Maintenance Services if explicitely agreed upon between the parties
- (ii) where required by law,
- (iii) f explicitely agreed upon between the parties to confirm the full compliance of Contrators`s implementation or installation services(if any)in addition to the Maintenance Services. Further details may be agreed upon netween the parties in the Order.

(2) The standard acceptance test period is thirty (30) calendar days from the RFA date (Ready for Acceptance), unless otherwise agreed.

(3) During acceptance testing the Contractor shall correct defects and remove incidents in accordance with the reaction and rectification times set out in the Agreement (e.g. service level agreement – SLA).

(4) If acceptance testing is successful the Ordering Party shall provide the declaration of acceptance within fourteen (14) days after the end of the respective acceptance test period unless the acceptance test period is prolonged by the Ordering Party due to ongoing or outstanding defect rectifications by the Contractor.

(5) If acceptance testing fails and the Ordering Party rejects acceptance, notwithstanding any other rights accrued by law, the Ordering Party is entitled to:
- a. rescind [Rücktritt] or terminate the respective Order(s) and claim for damages instead of performance; or
- b. accept the Maintenance Services and/or implementation or installation services and reduce the remuneration and claim for additional damages/expenses not covered by the reduction.

10. Third Party Rights

(1) The Contractor guarantees that:
- a. The Maintenance Services will not infringe any third party copyrights, patents, utility models, trademarks, service marks, design rights, database rights, semiconductor, topography rights, proprietary information and all other similar proprietary rights, whether registered or unregistered ("Third Party Intellectual Property Rights") nor will any such Third Party Intellectual Property Rights prevent the use of the Maintenance Services as contemplated by the Agreement,
- b. no additional licenses, permissions, or consents with regard to any such Third Party Intellectual Property Rights (including payments to collecting societies) are needed for the Ordering Party, its Affiliates and end-customers, as the case may be, with regard to the access and use of the Maintenance Services as contemplated by the Agreement.

(2) Each party shall immediately notify the other party of any claim related to any Third Party Intellectual Property Rights made or threatened against the other Party and/or if it becomes aware of any infringement or alleged infringement of any Third Party Intellectual Property Rights in connection with the Maintenance Services.

(3) Upon the first written request, the Contractor shall fully indemnify the Ordering Party and its Affiliates from any and all legal actions, demands, costs, charges, losses, claims and expenses suffered by the Ordering Party as a result of the infringement or alleged infringement of any Third Party Intellectual Property Rights. In addition to these duties, the Contractor shall, at its option and expense either
- a. modify or replace the Maintenance Services and/or implementation or installation services in a way that prevents Third Party Intellectual Property Rights from being infringed or allegedly infringed, however, which ensures that the Maintenance Services and/or implementation or installation services continue to comply with the contractually agreed requirements in all respects; or

b. obtain the right for the Ordering Party and its Affiliates to (further) use the Maintenance Services and/or implementation or installation services in accordance with the Agreement.

(4) If the Contractor fails to cease the infringement of such Third Party Intellectual Property Rights, the Ordering Party shall, at its own discretion, be entitled to terminate the respective Order(s) and to claim damages accordingly.

(5) The limitations on liability under section 12 shall not apply to this section 10. Any claims subject to this section 10 shall become time-barred two (2) years after DTAG and the Ordering Party had positive knowledge of such claim.

11. Warranty

(1) The Maintenance Services shall fully comply with the agreed specifications, contractual requirements, service description and service levels;

a. updates, upgrades, new releases and any other future versions of the Standardsoftware as provided to Customer in relation to the Maintenance Services shall (i) be compatible with any former version, in particular with regard to import/export functionalities, file/data formats and connected devices, (ii) be compatible with the system environment in which the Standardsoftware is currently used by the Ordering Party and (iii) have no adverse effect to the functionality of the version currently used by the Ordering Party. The Contractor shall notify the Ordering Party of any and all modifications in future versions including the impact on the Ordering Party's use of the Standardsoftware in text form at least three (3) months prior to the new version taking effect;

b. neither the performance nor the functionality of the updates, upgrades, new releases and any other future versions of the Standardsoftware provided to Customer in relation to Maintenance Services will be affected by the advent or the continuance of any year or date. In particular, date specifications are not restricted to a century, all date specifications are processed and displayed correctly with the different centuries and leap years are calculated and represented correctly;

c. the updates, upgrades, new releases and any other future versions of the Standardsoftware provided within the Maintenance Services will be free from contamination by any malicious components, always complies with all applicable laws, regulations, decrees, directives, ordinances and is in accordance with best standards in the industry which may apply in the jurisdiction in which the Ordering Party has its registered office; and

d. Maintenance Services shall be provided with the skill and care that is customary in the profession and on the basis of the latest achievements of sciences and technology.

(2) In order to maintain the contractually agreed availability and functionality as well as the Specifications, the Contractor shall rectify defects and remove incidents in a timely manner and in accordance with the reaction and rectification times set out in the service level agreement (SLA), if applicable. The Ordering Party shall reasonably assist the Contractor therein, in particular make available required data, appropriate information and documents. The Contractor shall rectify the defects and remove incidents in a professional manner by appropriately skilled, experienced and qualified personnel.

(3) In the event that the Contractor does not comply with its obligations to make the Maintenance Services available and to rectify defects and/or remove incidents or the Contractor is in delay with such obligations, the Ordering Party may without prejudice to any other statutory and/or contractual rights:

a. rescind [Rücktritt] or terminate the respective Order(s) and claim for damages instead of performance; or
b. reduce the remuneration and claim for additional damages/expenses due to the defect/incident or the delay, if not covered by the reduction.

12. Liability

(1) The parties shall be liable without limitation in case of wilful intent or gross negligence, personal injuries, acceptance of a guarantee or if the respective party is subject to unlimited liability by mandatory law.

(2) Save in respect of liabilities to which sub-section 12.1 applies, liability for all losses and damages caused, at most, by a negligent act shall be limited to 150 % of the cumulative value of the underlying Orders in this respect or five (5) million Euro (€ 5,000,000.00), whichever is the higher, per event or series of connected events.

(3) There shall be no joint and several liability between the Ordering Party, DTAG and its Affiliates.

(4) In case of breach by the Contractor of any applicable foreign trade regulation, the Contractor shall be liable and shall indemnify and hold harmless the Ordering Party against all fines, orders and related costs. The limitations on liability under this section 12 shall not apply to this subsection 12.4.

13. Confidentiality, Data Protection

(1) All data and information transferred or otherwise provided by the Ordering Party to the Contractor shall at all times be and remain the exclusive property of the Ordering Party, DTAG, its Affiliates and/or its end-customers.

(2) Both parties shall treat in confidence all data and information from the business of the other party which they become aware of through the business relation and which is not generally available. Such information shall not be used for their own or third parties' purposes. The aforementioned confidentiality obligations shall not apply within the DT Group.

(3) The Contractor undertakes to comply with secrecy of telecommunications and data protection provisions, in particular the protection of personal data. In the event that the Contractor processes personal data on behalf of the Ordering Party, the Contractor agrees to conclude with the Ordering Party an "Agreement on Commissioned Data Processing (CDPA)" in accordance with the Ordering Party's current model agreement.

(4) The Contractor is responsible for requiring a written commitment to act accordingly on the part of all people the Contractor involves in the provision of the contractual performances.

(5) The Contractor may only pass on to third parties or publish work results from the Agreement and any information about them after obtaining the prior written consent of the Ordering Party.

(6) Upon Ordering Party's request or termination of the Agreement the Contractor shall surrender to the Ordering Party all documentation created and worked on in the performance of the Agreement, including all copies and duplicates. Duplicates of documents in electronic media and on data media that cannot be surrendered shall be deleted or rendered permanently unusable by the Contractor. This shall also apply in the event of a termination of the Agreement. The Contractor shall not have a right of retention, irrespective of the legal grounds.

(7) The Contractor undertakes to explicitly and demonstrably inform its employees, vicarious agents and subcontractors that the Ordering Party collects and processes the following personal data on them for the purposes of guaranteeing statutory regulations and its legitimate business interests: title, surname, first name, date of birth, street, zip code, city and country. The following information shall also be collected on employees, vicarious agents and subcontractors to be deployed who require a work or residence permit as per applicable German and European law in order to take up work in Germany or in another Country of the European Union: validity period of the work or residence permit, restriction of weekly working hours as per the work permit, restriction of place of deployment as per the work permit, restriction of duties/position as per the work permit.

(8) To mention the Ordering Party as a reference requires the prior and explicit authorization in writing. The authorization is valid until its revocation by the Ordering Party which may happen at any time without observation of a time limit and without giving reasons.

(9) If the Contractor provides its Maintenance Services for the Customer vis-à-vis a person subject to a legal obligation of professional secrecy ("Berufsgeheimnisträger"), the Contractor shall observe the "Obligation to protect confidential information pursuant to section 203 StGB (German Criminal Code)"
(available at https://www.telekom.com/en/company/global-procurement under *Procurement Conditions*).

(10) The obligations in this section 13 shall survive the expiry of the Agreement.

(11) The limitations on liability under section 12 shall not apply to this sub-section 13.

14. Independent Service Provision/work and residence Permit

(1) The Contractor shall provide the Maintenance Services independently and on his own responsibility.

(2) In principle, the Contractor is free to choose the place of performance in providing its Maintenance Services However, if the project requires Maintenance Services be provided, in part, on the Customer's premises, the Contractor shall be prepared to provide the Maintenance Services to this extent in the relevant facilities. The parties shall agree on the relevant place of performance, taking the project requirements into account.

(3) The Contractor is solely responsible for providing instructions to its employees and those of the subcontractors it engages. The Contractor is free to organize the provision of its Maintenance Services and to schedule its activities. If required by the project, however, the Contractor shall cooperate with other parties involved in the project to coordinate the working time and to observe agreed deadlines.

(4) Where employees, vicarious agents or subcontractors without German citizenship are deployed, the Contractor hereby assures that all necessary official approvals have been obtained. Under no circumstances may employees, vicarious agents or subcontractors who are not in possession of a valid work permit and a valid residence permit be deployed. The Contractor shall indemnify the Customer from any legal consequences resulting from failure to comply with these requirements.

(5) As an independent contractor, the Contractor shall undertake to properly submit any value-added tax received to the tax office and to pay tax independently and properly on any remuneration received from the Customer.

(6) Contractor's attention is expressly drawn to the fact that it is strictly forbidden for civil servants who left the Deutsche Telekom Group by taking early retirement to perform any further work for the Deutsche Telekom Group, either directly or indirectly. This shall also apply, in principle, to former employees of the Deutsche Telekom Group for a period of 15 months from the termination of their employment, if they have received severance payment in connection with termination of employment. If the Customer's specialist unit affected thereby has not already issued an written exclusion in advance in the specific instance, a general deployment ban shall exist in addition – regardless of the type of employment on which this is based – for employees of the Deutsche Telekom Group working directly or indirectly for the Contractor, who are borrowed or were otherwise taken over or are employed by the Contractor or a third party (e.g., by dispatch, assignment or granting leave, etc.) exclusively or essentially with the goal of using these persons to provide any services for the Deutsche Telekom Group.

(7) Against this background, the Contractor, in turn, shall undertake to ensure that in providing its Maintenance Services to the Customer, the retired civil servants stated in subsection 6 above shall not be deployed as employees or temporary workers or as subcontracted work or service providers or in any other way, and none of the former employees specified in subsection 6 are deployed as subcontracted work or service providers or as temporary workers lent to units of the Deutsche Telekom Group.

(8) If the Contractor violates the provisions of this section 14, the Customer shall be entitled to terminate the Agreement for good cause. The Customer also expressly reserves the right to assert damage claims due to such violation.

15. Subcontractors

(1) The Contractor shall give written information to the Ordering Party in advance of all subcontractors which provide supplies or assistance to the performance of the Contractor. Subcontractors not named require the written consent of the Ordering Party which shall not be unreasonably withheld.

(2) Should the Ordering Party give its consent, the Contractor shall ensure that the subcontractors are organized in such a manner that the Contractor can fulfil its obligation towards the Ordering Party without restriction.

(3) Regardless of the Ordering Party's consent and the entity actually providing the Maintenance Services the Contractor shall always be the responsible contractual party.

16. Quality Management,

The Contractor shall adhere to the Customer's requirements for quality management, environmental protection and information security. If stipulated in the specification, the Contractor shall document the application of (i) a quality management system in accordance with DIN EN ISO 9001, TL 9000 or a comparable quality management system and shall provide data with respect to the metrics described either in the TL 9000 Quality Management System Measurements Handbook or in the agreed upon quality management system (ii) an environmental management system in accordance with either DIN EN ISO 14001 or the Eco-Management and Audit Scheme and (iii) an information security management system in accordance with ISO/IEC 27001 or comparable.

17. Integrity and Cooperation

(1) DTAG has designed core principles and values which demonstrate the Customer`s willingness to share its business ethics, the social and environmental commitments with its contractors. Detailed information can be found in the SCoC.

(2) The Contractor shall comply and shall oblige its sub-suppliers, subcontractors and any person under its control to comply with the SCoC. In case of any non-compliance with the principles and obligations of SCoC, the Customer is entitled to request a remedy of such non-compliance without undue delay, including but not limited to an alignment on action plans to remedy the non-compliance. Further, the

Contractor is entitled to suspend the contractual relationship and fulfillment until the non-compliance is remedied. Further contractual and statutory rights of the Customer shall remain unaffected.

(3) The Contractor shall take all measures required to avoid and sanction any instance of active or passive corruption, both in the public and private sector.

(4) The Contractor shall immediately inform the Ordering Party in writing as soon as the Contractor becomes aware of indications suggesting that there might be problems regarding compliance with the Code of Conduct within Contractor's area of responsibility, and in particular to avoid anything which might harm the brand image of DTAG or its Affiliates and/or endanger its security of supply.

(5) The Contractor shall comply with the security provisions of Deutsche Telekom which apply to contractors and their vicarious agents, inform all persons and/or subcontractors deployed to render its services and obligate them to do the same. In particular, the Contractor shall comply with the Security Regulations for Building and Property Security of DTAG and of its Subsidiaries for Contractors and their Employees/Vicarious Agents (available at https://www.telekom.com/de/konzern/einkauf) and shall obligate the persons deployed to render its services to do the same. Any security provisions of the Ordering Party contained in the Orders or the documents on which they are based shall apply in addition or, in the case of any deviations, with priority.

(6) If work is to be performed at the Ordering Party's security-sensitive sites, the Contractor shall ensure that only staff who have passed the security check are employed in accordance with the requirements of the Security Clearance Check Act [Sicherheitsüberprüfungsgesetz] in Germany or a comparable security clearance check elsewhere.

(7) The Contractor ensures to comply with all the obligations regarding the minimum wage legislation [Mindestlohngesetz] for himself and its subcontractors. In this sense and upon request by the Ordering Party, the Contrractor is – among others – obliged to document respective minimum wage payments. The Contractor shall indemnify the Ordering Party from any legal consequences (including fines) resulting from failure to comply with minimum wage requirements. Contractor shall further immediately inform the Ordering Party as soon as any suspicion arises in case any of its subcontractors does not comply accordingly.

18. Assignment of claims

(1) The Contractor's claims against the Customer may only be assigned with the express written consent of Customer's contracting procurement unit. Section 354a HGB [German Commercial Code] shall apply if the transaction is a commercial transaction for both parties.

(2) The Customer shall be entitled to assign his rights and obligations arising from the agreement individually or in whole to any company of the Telekom group within the meaning of section 1, subsection 4. Such an assignment shall not require Contractor's consent.

19. Artificial Intelligence (AI)

(1) Contractor shall inform Ordering Party free of charge and in advance about any AI-Systems used for the Contractual Deliverables, in accordance with applicable law (e.g. Regulation (EU) 2024/1689). Section 3(2) (Compliance with laws) shall apply accordingly with regard to AI-Systems. In addition, Contractor shall provide necessary information about AI-Systems upon request of the Ordering Party and Contractor agrees to enter into any supplementary agreement with DTAG and/or the Ordering Party necessary to comply with mandatory legislation related to AI.

(2) Telekom Data, including, but not limited to, chat or prompt inputs, uploaded files, and generated responses, may only be used for providing the Contractual Deliverables. Use for improving search indexes, training models, or other business purposes is prohibited.

(3) Ordering Party may audit compliance with fourteen (14) calendar days' prior notice. In case of non-compliance, Contractor shall delete Telekom Data upon request; Ordering Party may terminate the order without notice and receive a pro rata refund.

(4) Each Party shall immediately notify the other of any (potential) breach. Contractor shall indemnify Ordering Party for all damages, costs, third-party claims, and fines resulting from breaches of this Section Artificial Intelligence (AI).

(5) Any other contractual and statutory rights shall remain unaffected. The limitation of liability shall not apply to this Section Artificial Intelligence (AI).

20 Final Provisions

(1) Amendments and alterations of the agreement shall be made in writing. The above must be clearly identified as such. The abolishment of this writing requirement requires written form too.

(2) The laws of the Federal Republic of Germany shall apply with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and provisions referring to foreign law.

(3) The venue shall be at the court with jurisdiction at the Customer's principal place of business. However, the Customer shall also be entitled to have recourse to the court with jurisdiction at the Contractor's principal place of business.

(4) The Contractor has no rights of retention insofar as they are based on counterclaims resulting from other legal transactions with the Customer.

(5) The Contractor may only offset such claims which are undisputed or recognized by final and binding judgment.

(6) Notwithstanding the legal invalidity of individual items, the remainder of the Agreement shall remain binding. This shall not apply if adherence to the Agreement would constitute an unreasonable hardship for one party.