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

1. Scope of Application

(1) The terms and conditions set forth below shall apply to the licensing of Standard Software (hereinafter referred to as "Software") including associated documentation and – if contractually agreed – the achievement of the operativeness of these Software on certain EDP systems and devices as well as other stipulated Services. (hereinafter referred to as "Services") They shall not apply to the development of individual Software.

(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 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)

(4) If the Customer and the Contractor have concluded a framework agreement that provides for the applicability of these EB Standardsoftware, 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

(1) The following documents shall be integral part of the agreement in the order set forth below.
(together hereinafter referred to as „the Agreement")
   a. the Order,
   b. further documents included in the Order
   c. the framework agreement, if any
   d. these EB Standardsoftware,
   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".
   f. the "DTAG Supplier Code of Conduct" in its most current version (hereinafter referred to as "Code of Conduct „or "SCoC"; 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 Standardsoftware and/or 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 Standard Software and/or 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 Standard Software and/or Services to the Ordering Party in accordance with the provisions of the Agreement.

(2) The Contractor shall ensure that the licensing of Standardsoftware and the provision of 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 the Standardsoftware and/or 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.

(3) The Contractor shall (i) provide the Ordering Party in advance with the details of the Open Source Software ("OSS") components (in particular name and version) used in the Cloud Based Software, (ii) provide the Ordering Party with the OSS documentation, including but not limited to the copyright notice(s) and license text(s) as required by the applicable OSS licensing terms, (iii) provide the Ordering Party with the complete corresponding machine-readable OSS source code, and (iv) inform in writing about the Ordering Party's obligations ensuing from the implementation of OSS. The Contractor shall be fully responsible to enable the Ordering Party to (i) comply with the licensing terms and (ii) fulfil all of the Ordering Party's own obligations arising there from. For the avoidance of doubt, section 15 (Third Party Rights) shall apply.

4. Rights of use

(1) Unless provided otherwise, the Contractor shall grant Customer the non-exclusive, irrevocable, unrestricted, worldwide and transferable right covered by the agreed remuneration to fully use of the Standardsoftware for an unlimited period (referred to as "perpetual licenses") or timely limited period (referred to as "term licenses") whichever has been agreed in the Agreement.

(2) The Customer shall be entitled to reproduce the Software stipulated hereunder to the extent that such reproduction is necessary for the intended use. The Customer shall be entitled to make copies of the Software stipulated hereunder as back-up. Any reproductions of the Software stipulated hereunder, which serve the purpose of proper data protection, shall constitute part of the intended use.

(3) These provisions shall also apply for the benefit of any companies associated with the Customer or with the Deutsche Telekom AG.

5. Term ,Termination

(1) The term of the Agreement shall be set forth in the Order ("Term"). 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
   (i) 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,
   (ii) the other party has suspended payments on a not merely temporary basis,
   (iii) the other party ceased its business operations or the part thereof relevant for the contractual performance, or
   (iv) 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. Section 14.3 shall remain unaffected.

(4) Any termination – including any termination prior to the expiration of the stipulated minimum term of performance – shall be permissible with a notice period of one month, effective from the end of a calendar month in respect of such Software, the use of which is affected by the fact that any existing devices or Software, which are necessary for the use of such Software, are terminated or are put out of operation for more than six months. It is a precondition for the above, that such termination or putting out of operation of devices or Software could not be foreseen at the time of the conclusion of the agreement and that the continued use of the licensed Software is not possible or economically unjustifiable.

6. Remuneration and Invoicing

(1) The fee for the licensing of Standardsoftware and the provision of 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 Standardsoftware and/or Services (e.g. for services of any subcontractors, all incidental expenses, travel expenses, travel times and waiting times. Upon request, the fees shall be detailed for the Standardsoftware and Services separately.

(2) The Standardsoftware -- in case of term licenses -- shall be invoiced on a quarterly basis. 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 Standardsoftware and/or Services. In case of perpetual licenses, the Standardsoftware shall be invoiced after the delivery of the Standardsoftware with a payment period of thirty (30) calendar days net. 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 month, the license fee shall amount to 1/30 of the monthly license fee per calendar day.

(4) The stipulated monthly license fee for the Standardsoftware and the fee for 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 such Standardsoftware and /or Services.

(5) Unless explicitly agreed otherwise the delivery clause “DDP excl. import VAT named place of destination” (Incoterms 2010) shall apply, so that import VAT will be borne by the Customer.

(6) Unless otherwise agreed, the price includes the costs of any installation, integration and transference work which may become necessary and which shall be performed by the Contractor without disturbing current operations, if necessary, outside normal working hours.

(7) The relevant instructions for the operation, handling, use and service and other documents shall be delivered in the language customary in the country of Customer’s contracting unit. The instructions and documents are included in the price.

(8) Every consignment shall be accompanied by a delivery note. Delivery notes and, if specifically agreed, dispatch notes, must contain:
   - number, reference number and date of the Order,
   - number of any partial consignment,
   - number and date of the delivery note,
   - date of dispatch,
   - any information on the type and size of the consignment along with materials numbers and item numbers specified in the Order and
   - mode of dispatch.

(9) The Contractor shall offer Deutsche Telekom AG and all companies of its group within the meaning of section 1, subsection 3, its products, work and/or services at the most favourable 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 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 services [Dienstleistungen] or sales performed under a contract for work and materials [Werklieferungen] 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 aforementioned services or work 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. Achieving Operativeness

(1) If contractually agreed, the Contractor shall achieve operativeness of the Standardsoftware in terms of installation services or support in accordance with the stipulations in the service description, on the EDP systems and devices set forth in the above and shall inform the Customer, when the Software is operative.

(2) The commencement of the works and the point of time at which the above must have been completed at the latest, shall be set forth in the service description.

(3) The Customer's participation in the achievement of the operativeness of the Software shall be set forth in the service description (e.g., support through personnel).

9. 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) The consequences of a default pursuant to section 9, subsection 2 shall also occur, if the Contractor has undertaken in a purchase or lease agreement to deliver systems or devices together with the Standardsoftware, including basic software and in case Contractor defaults with the delivery of such systems or devices, including the basic software.

(4) If the Contractor defaults with the delivery or installation of one or several software products, which pursuant to the stipulation made in the service description are designated for co action and if the Customer considers the use of the remaining software economically meaningful, then the consequences of the default shall only occur in respect of the software which have been not delivered or not installed or which are not operative. If the Customer invokes that the use of the delivered or installed software is not economically meaningful for him, Customer shall inform the Contractor about the reasons and return the software. In such case, the consequences of the default pursuant to section 9, subsection 1 shall also occur in respect of the returned Software.

(5) In the event that the Contractor fails to render any due performance or if he renders such performance 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.

10. Acceptance

(1) Acceptance testing shall be conducted
- (i) for all Standardsoftware and/or Services in case explicitely agreed upon netween the Parties,
- (ii) where required by law or
- (iii) if otherwise explicitely agreed upon between the Parties to confirm the full compliance of Contrators`s implementation or installation services(if any) with respect to the Standardsoftware and/or Contractor's provision of associated Services in accordance with the specifications and requirements in the Agreement. 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 rectification 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 Standardsoftware and/or Services reduce the remuneration and claim for additional damages/expenses not covered by the reduction.

11. Documentation

(1) The Contractor shall provide the necessary documentation to the Ordering Party at no cost online and, upon request, in a commonly accepted machine-readable file format (e.g. Portable Document Format – PDF).

(2) The provision of any additional documents (e.g. program flow charts, assembly lists, Source Code documents) shall be stipulated in the Agreement, if applicable.

12. Escrow

(1) The Ordering Party may request from Contractor at any time the escrow of the Source Code and Object Code of the Standardsoftware together with all tools, equipment, a copy of the development environment and all related Documentation necessary for the proper use of the Source Code and Object Code with an escrow agent subject to the reasonable terms of such escrow agent.

(2) The escrow shall be carried out within thirty (30) days after such request of the Ordering Party. The escrow shall enable the Ordering Party to further maintain the Standardsoftware and to secure the Ordering Party's investments in the licensing of such Standardsoftware and the system and products working therewith. Contractor shall further immediately update the Source Code, Object Code and supplied tools etc. in case of any changes.

13. Maintenance and Support Services

(1) The Contractor shall render maintenance and support services for the Standardsoftware during the license term without additional charge.

(2) Maintenance and support services comprise the following:
- a. continuous development and enhancement of the Standardsoftware and making available the latest version;
- b. correction of defects and removal of incidents in accordance with section 16
- c. delivery of new or any amendments to existing documentation;
- d. notification of technical problems and security threats as well as notes on improvements and changes to the Standardsoftware;
- e. conducting the required preventive measures to ensure functionality of the Standardsoftware;
- f. in case of errors and/or indicents immediately support the Customer by telephone and/or online to solve the problem or provide at least a workaround.

14. Security, Release

(1) Contractor shall use Telekom Data solely for the purpose of carrying out its obligations under the Agreement and make no claim to any right or ownership in it. Contractor shall take appropriate technical and organizational measures to keep all Telekom Data secure and to protect it against accidental loss, alteration and unauthorized disclosure or access, including but not limited to:
   a. servers running behind a firewall;
   b. precautions for disaster recovery;
   c. automated backup on a regular basis;
   d. data access (direct and remote) by encrypted means only;
   e. physical and electronic access control in its data centres(s) and
   f. secure and permanent data erasure.

(2) Upon request at any time during and at the end of the contractual term, the Contractor shall free of charge release the Telekom Data to the Ordering Party on a secure communication channel or media in a commonly accepted, machine-readable, unencrypted file format (e.g., XML), including documentation of the data format. After release at the end of the contractual term and written confirmation by the Ordering Party the Contractor shall destroy all Telekom Data in a secure and durable manner and issue a written confirmation.

(3) In particular, Contractor shall comply with the ISA in the most current version, which forms an integral and binding part of the Agreement.The limitation of liability under section 17 shall not apply to this section 14.

15. Third Party Rights

(1) The Contractor guarantees that:
   a. The Standardsoftware and 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 Standardsoftware and 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 Standardsoftware and 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 Standardsoftware and 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 Standardsoftware and Services in a way that prevents Third Party Intellectual Property Rights from being infringed or allegedly infringed, however, which ensures that the Standardsoftware and 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 Standardsoftware and 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 rescind [Rücktritt] the respective Order(s) and to claim damages accordingly.

(5) The limitations on liability under section 17 shall not apply to this section 15. Any claims subject to this section 15 shall become time-barred two (2) years after DTAG and the Ordering Party had positive knowledge of such claim

16. Warranty

(1) The Standardsoftware and the associated Services fully comply with the agreed specifications, contractual requirements, service description and service levels;
   a. the Standardsoftware itself and, if applicable, the media supplied will be free from defects and is in a fully working and commercially available condition.
   b. updates, upgrades, new releases and any other future versions of the Standardsoftware 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.
   c. neither the performance nor the functionality of the Standardsoftware 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;
   d. the Standardsoftware 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
   e. Services including all maintenance and support services will 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 Standardsoftware 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.

(4) In case of an epidemic failure (frequency of errors significantly above the error frequency rate specified or to be expected normally), the Customer shall be entitled to demand that all delivery items in the series concerned be replaced free-of-charge, regardless of whether the defect has already become apparent

or not with regard to an individual item of that series. In addition, the Contractor shall compensate the Customer for any additional costs and expenses that it may have incurred as a result of the epidemic failure (such as, but not limited to, the costs and expenses for inspections of incoming goods, logistics, etc.). Other claims available to the Customer shall remain unaffected.

(5) The obligations set out in this section 16 shall apply
   a. in case of term licenses during the contractually agreed license term/usage period of the Standardsoftware and
   b. in case of perpetual licenses according to the statutory warranty term

17. 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 17.1 applies, either party's 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 17 shall not apply to this subsection 17.4.

18. Confidentiality, Data Protection

(1) 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 DTAG Group.

(2) 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.

(3) 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.

(4) 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.

(5) All data and/or informations provided by Ordering Party to Contractor shall remain the exclusive property of Ordering Party. 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.

(6) 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.

(7) 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.

(8) If the Contractor provides its 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*).

(9) The obligations in this section 18 shall survive the expiry of the Agreement.

(10) The limitation on liability as set forth in section 17 shall not apply to this section 18.

19. Independent Service Provision/work and residence Permit

(1) The Contractor shall provide the contractual services independently and on his own responsibility.

(2) In principle, the Contractor is free to choose the place of performance in providing its services. However, if the project requires the services to be provided, in part, on the Customer's premises, the Contractor shall be prepared to provide the 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 his services and to schedule his 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 independently and properly pay tax on any remuneration received from the Customer.

20. Deployment Bans

(1) 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 services for the Deutsche Telekom Group.

(2) Against this background, the Contractor, in turn, shall undertake to ensure that in providing its service to the Customer, the retired civil servants stated in subsection 1 or personnel as defined by subsection 1, sentence 3, 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 1 are deployed as subcontracted work or service providers or as temporary workers lent to units of the Deutsche Telekom Group.

(3) If the Contractor violates the provisions of section 21, 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.

21. 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 Standardsoftware and/or associated Services, the Contractor shall always be the responsible contractual party.

22. Foreign Trade Regulations

(1) The Contractor shall be accountable for the compliance with all applicable foreign trade regulations in connection with any delivery and, in particular, for obtaining all authorizations or any other permissions required under foreign trade regulations or export laws on his own responsibility and at his own expense.

(2) For any delivery of Standardsoftware the Contractor shall, in particular, provide the Customer with the following information:
   a. the Statistical Commodity Code of the goods in accordance with the Harmonized System of the World Customs Organization (WCO),
   b. the country of origin of the goods (where applicable, in accordance with EU Preferential Agreements), and
   c. any foreign trade information and documents relevant for shipment (weight of the goods, customs number, value-added tax identification number).

   The information defined above under a. and b. must unsolicited be provided as separate information prior to the shipment or latest as separate annotation on the Contractor's respective invoices.

(3) If the Contractor delivers Software with US origin or goods with predominat US origin, the Contractor shall be obliged to provide the Customer with the Export Classification Number (ECCN) and to identify any applicable "license regulations" and "license exeptions" according to the US-Re-Export-Regulations.

(4) To the extent that the Contractor has obtained Software and /or Services either wholly or in part from third parties, Contractor shall guarantee that that these goods have been procured from secure sources and that they have been exported or imported or introduced in compliance with the export regulations of the country of manufacture/ dispatch.

23. 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. In addition Customer 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/en/company/global-procurement under *Procurement Conditions*) 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.

24. 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 Com-

mercial 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.

25. 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).

26. Final Provisions

(1) The place of performance shall be the place of final destination indicated by the Customer.

(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) 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 par-ty **.**

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

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

(7) Written Form
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.
Any oral agreements shall require a subsequent written confirmation by the contracting body of the Customer in order to become valid