Procurement Terms and Conditions of the Deutsche Telekom Group for ICT Projects ("EB ICT Projects")

1. Scope of Application

(1) The procurement terms and conditions set forth below (hereinafter referred to as "**EB ICT Projects**") shall apply to all ICT projects on the basis of work to be performed ("**Werkleistungen**"), such as devising ICT-based processes (planning services, detailed technical design) and creating software, including the provision of other directly related products, work and/or services, such as:

- Adjusting software which has been licensed or made available at the source-code level;
- Customizing software which has been licensed or made available;
- Creating and licensing customized software on a permanent basis; and
- Providing support, training, and documentation.

The procurement terms and conditions shall additionally apply to service level agreements concerning the operation of a complete system. The products, work and/or services provided by the Supplier within this context may particularly include:

- Restoring operability (troubleshooting);
- Maintaining operability (preventive measures);
- Licensing new program versions;
- Modifying or expanding the IT system; and
- Further services.

The products, work and/or services (hereinafter also referred to as "**Deliverables**") are described in detail in the service description/service requirements. The Deliverables may be ordered step by step, independently of each other.

(2) The present procurement terms and conditions and any further procurement or purchasing terms and conditions indicated in the respective agreement shall apply exclusively. Conflicting or deviating terms and conditions of the Supplier shall not apply, even if the products, work and/or services provided by the Supplier are unconditionally accepted despite knowledge of such terms and conditions.

(3) Only purchase orders, calls, contracts, etc. (hereinafter referred to as "**Order**") and other declarations of intent which are placed or made in writing by a procurement unit of Deutsche Telekom AG (hereinafter referred to as "DTAG") or 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**"; DTAG or any Group Company hereinafter also referred to as "**Ordering Party**") shall be legally valid.

(4) If the Ordering Party and the Supplier have concluded a framework agreement that provides for the applicability of these EB ICT Projects DTAG and all Group Companies 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 Supplier. There is no joint and several liability of DTAG and the Group Companies.

2. Parts of the Agreement

(1) Contractual components are in the following priority ranking:

a. the Order;
b. further parts of the agreements indicated in the Order (e.g., service description/service requirements),
c. the framework agreement, if one exists
d. these Procurement Terms and Conditions for ICT Projects;
e. the Supplier Code of Conduct (DTAG Supplier Code of Conduct) (hereinafter referred to as "**Code of Conduct**„ or "**SCoC**" see at www.telekom.com/en/company/global-procurement
f. the Information Security Annex ("ISA"). see at www.telekom.com/en/company/global-procurement

(2) The above order of priority shall apply in the event of any discrepancies.

3. Contracting Parties' Obligations

(1) The Supplier is obligated to inform the Ordering Party during the term of the agreement of any changes in the state of science and technology and, in connection with the design of the ICT-based process, in particular of any new products becoming known in the market which might affect the subject matter of the agreement.

(2) If the Supplier becomes aware that a service requirement cannot be fulfilled (e.g., because it is faulty, incomplete, ambiguous or unfeasible) or that the service description or the deadlines for completion need to be adjusted as a result of the progress of the work, the Supplier shall so advise the Ordering Party without undue delay in writing and state the reasons for the adjustment and any consequences that can be foreseen by the Supplier.

(3) Notwithstanding Section 3 (2) above, the Supplier shall have no right to demand that the agreed-upon execution periods will be extended.

(4) The Supplier shall provide a detailed written documentation of the results of its work. The requirements for such documentation and its form are defined in the service description/service requirements.

(5) To the extent that documents contain the basis for decisions to be made by the Ordering Party with respect to further stages of the work, such documents shall start with a summary of the information that is relevant for the decision.

(6) The Supplier shall appropriately document all alternative solutions worked out and their evaluations and present them to the Ordering Party for its decision-making.

(7) Upon delivery of the documentation, the Supplier is obligated to thoroughly discuss it with the Ordering Party.

(8) The Supplier is obligated to inform the Ordering Party upon request of the status of the work and report any interim results. The service description/service requirements may already contain the dates for presentations, written interim reports and/or quality assurance reports. Moreover, the Ordering Party may, at any time, after making an appointment with the Supplier, demand to see the relevant work records and, where appropriate, be provided with excerpts from such records.

(9) The Supplier and the Ordering Party shall each appoint a contact person for technical and financial issues who shall be responsible for providing binding information and for making arrangements which operate to change the agreement. Arrangements in relation to execution which do not operate to change the agreement shall only be binding if documented in minutes which have been signed by both contact persons. All changes to the agreement must be agreed upon in writing.

(10) If a member of the Supplier's staff who is deployed in the performance of the agreement needs to be replaced with another staff member, any additional costs incurred in connection with the replacement (e.g., cost of initial training) shall be borne by the Supplier.

(11) The Ordering Party may request that a member of the Supplier's staff be replaced without undue delay if such member has violated any contractual obligations; the request shall be accompanied by a written statement of the reasons. The costs incurred as a result of the replacement shall be borne by the Supplier.

(12) To the extent that the performance of the task requires the provision of resources by the Ordering Party, the type and amount of such resources and the time at which they are to be provided shall be agreed upon in the service description/service requirements.

(13) If the assistance to be provided by the Ordering Party needs to be changed for reasons for which the Supplier is responsible, the Supplier shall bear all additional expenses which the Ordering Party incurs in this respect.

(14) Unless otherwise agreed, the Supplier shall brief the staff designated by the Ordering Party as users of the programs in a timely manner about how to handle the programs and the performance objects. The number of staff of the Ordering Party expected to participate in such briefing shall be stated in the service description/service requirements if more than 10 persons are to participate.

4. Service Levels

If the service description does not contain any service hours, the service hours shall be Monday through Friday from 8:00am to 5:00pm (with the exception of public holidays at the place of performance). If no response times have been agreed upon, the work to restore the operability of the IT system shall be commenced without undue delay upon receipt of the fault report (ticket) during service hours. If no restoration period has been agreed upon, the work to restore the operability of the IT system shall be completed within a reasonable period of time during service hours. If the Supplier fails to meet any response and/or restoration times agreed upon, the Supplier shall be in default without a prior warning as soon as the respective deadline has been exceeded, unless the Supplier is not responsible for the failure to meet the deadline.

5. Integrity, Cooperation, Social Charter

(1) The Parties undertake to comply with all applicable law. DTAG has designed core principles and values which demonstrate the Ordering Party`s willingness to share its business ethics, the social and environmental commitments with its Suppliers. Detailed information can be found in the SCoC.

(2) The Supplier shall comply and shall oblige its subcontractors, sub-suppliers 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 Ordering Party 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 Supplier is entitled to suspend the contractual relationship and fulfillment until the non-compliance is remedied. Further contractual and statutory rights of the Ordering Party shall remain unaffected.

(3) The Supplier 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 Supplier shall immediately inform the Ordering Party in writing as soon as it becomes aware of indications suggesting that there might be problems regarding compliance with the SCoC within its area of responsibility, and in particular, to avoid anything that might harm Deutsche Telekom´s Group brand image or endanger its security of supply, in particular regarding critical infrastructure.

(5) The Supplier is obligated to comply with the security provisions of the Deutsche Telekom Group (under www.telekom.com/en/company/global-procurement) which apply him and his vicarious agents, and to inform the persons and/or sub-suppliers deployed to provide the service and to obligate them to do the same.

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

(7) The Supplier assures to comply with all the obligations of Mindestlohngesetz (minimum wage legislation) for himself and its sub-suppliers. in this sense and upon request by the Ordering Party, he is-among others-obliged to document respective minimum wage payments. The Supplier shall indemnify the Ordering Party from any legal consequences (including fines) resulting from failure to comply with the minimum wage requirements. He shall further immediately inform the Ordering Party as soon as any suspicion arises in case any of its sub-suppliers does not comply accordingly.

(8) The Supplier shall comply with the Ordering Party's requirements for quality management and environmental protection. To the extent stipulated in the specification, the Supplier must (i) document the application of a quality management system in accordance with DIN EN ISO 9001, TL 9000 or an equivalent quality management system and provide data with respect to the metrics described in the TL 9000 Quality Management System Measurements Handbook, or any other metrics that may be agreed upon, and (ii) document the application of an environmental management system in accordance with 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.

(9) The Supplier is obliged to safeguard the rights and interests of the Ordering Party within the scope of the services to be provided by it. However, he is not authorized to represent the Costumer in legal transactions with third parties or to pose as his representative.

(10) The Supplier shall indemnify the Ordering Party against all claims that may arise in the event of conduct in breach of contract in accordance with the principles of prima facie authority ("Anscheinsvollmacht").

6. Changes to Products, Work and/or Services

(1) During the term of the agreement, the Ordering Party may request in writing that changes be made to the products, work and/or services stipulated in the service description/service requirements. If, within 21 calendar days of the receipt of the change request, the Supplier does not decline the change because it is unreasonable or unfeasible from an objective point of view or – if comprehensive examinations are required – submit an offer pursuant to Section 6 (2) below or demand adjustments to the agreement pursuant to Section 6 (3) below, the change shall become part of the agreement.

(2) If comprehensive examinations are required to determine the terms on which the changes requested by the Ordering Party can be carried out, the Supplier may submit an examination offer to the Ordering Party, which shall contain at least the following information:

a. the duration of the examination;
b. detailed costs of the examination; and
c. the specific change to the service requested.

If the Ordering Party agrees to this offer, a corresponding written examination order shall be issued. The examination shall determine what effects the changes requested by the Costumer would have on the Deliverables.

(3) If the Ordering Party's change request affects the existing agreement and, therefore, the agreement needs to be adjusted, the Supplier shall so advise the Ordering Party in writing by providing a change offer that states the terms that need to be modified within the time period stipulated in Section 6(1) above or, in the case of an examination order, within the time period stipulated in Section 6(2)a above. Otherwise, the Supplier will be obligated to carry out the requested changes as part of the existing agreement.

(4) If, upon receipt of the Supplier's change offer concerning the adjustment of the contractual provisions, the agreement is not adjusted within 21 calendar days, or within such other period of time as may be agreed upon between the contracting parties, the work shall be continued on the basis of the existing agreement unless the Ordering Party terminates the existing agreement pursuant to Section 18 below.

(5) The Ordering Party may demand in writing that the work affected by the change to products, work and/or services be interrupted until the agreement has been adjusted. If the Ordering Party does not interrupt the execution of the work and the Supplier realizes that the work to be carried out between the receipt of the change request and the adjustment of the agreement will be unusable in the event that the change is implemented, the Supplier shall so advise the Ordering Party without undue delay in writing.

(6) If the Ordering Party has ordered in writing that the execution of the work be interrupted, the execution period shall be extended for the number of calendar days on which the execution of the work had to be interrupted because of the change request. In such case, the Supplier may additionally demand the agreed-upon remuneration for the time of the interruption and an according increase in the agreed-upon maximum remuneration or an according increase in the agreed-upon fixed price if and to the

extent that the project staff deployed by the Supplier who are affected by the interruption cannot be deployed otherwise and the Ordering Party is so advised without undue delay in writing. Where possible, the Ordering Party may inform the Supplier of possible ways to otherwise deploy the project staff affected by the interruption.

7. Rights of Use

(1) Notwithstanding the registration of protective rights, the Customer shall be entitled to all rights to any preliminary and final work results achieved in the fulfillment of the Order, including any development stages, if any, as well as to any results, works and associated documents derived therefrom, whether in tangible or intangible form (hereinafter collectively referred to as "**Work Results**"), in each case from their creation or, if this is not possible, from the delivery.

With regard to copyrights and ancillary copyrights (hereinafter referred to as "**Copyrights**"), the Supplier shall grant the Customer all exclusive, unlimited in time and space, irrevocable rights, which may be transferred and sub-licensed to third parties, in particular to Group Companies, to use and exploit the Work Results in all already existing or future types of use and exploitation and media, in each case from their creation or, if this is not possible, from the delivery.

This includes the free transfer of documentation (in particular manuals, operating instructions, training materials, specifications, programming materials, lists of rights and other documents in connection with the contractual Deliverables).

(2) The Supplier shall inform the Customer without delay of any pre-existing industrial property rights, if any, or industrial property rights acquired independently of the Order which are the sole or joint property of the Supplier (hereinafter collectively referred to as "**Own Industrial Property Rights**"), if and to the extent that these are necessary for the creation, use and/or exploitation of any Work Results, including information on the group of persons entitled to dispose of these rights (documentation). The Customer shall be granted a non-exclusive, unlimited in time and space, irrevocable right, which may be transferred and sub-licensed to third parties, in particular to Group Companies, to use and exploit such Own Industrial Property Rights of the Supplier.

The Supplier shall grant the Customer an exclusive right to use and exploit its own copyrighted works pursuant to section 7 (1) sentence 2; if this is not possible to the Supplier in whole or in part (in particular due to previous license grants), the Supplier shall inform the Customer comprehensively of this circumstance and offer the Customer a corresponding non-exclusive license.

(3) The right of use and exploitation under this section 7 includes the right to store the Work Results for an unlimited period of time, to reproduce them in whole and/or in part to exploit them, to communicate them to the public and to disseminate them physically and/or digitally in all media. This includes in particular the right to make the Work Results publicly available in the Internet, including in social networks, to publicly reproduce and exhibit them at trade fairs, presentations and in business premises (point of sale), to publish them in print and offline media (CD, DVD, etc.) as well as to use them in databases, and to use and exploit them for follow-up contracts with third parties. Furthermore, the Customer has the right to edit, rearrange, synchronize/subtitle (both in any language), or make screenshots and combine the Work Results in whole or in part with other content.

(4) The Customer's right to use and exploit the aforementioned rights shall also continue to exist in the event of termination of the relevant Order.

(5) The Customer shall be solely entitled to register industrial property rights (in particular patents, utility models, trademarks, design rights, database rights, semiconductor topography rights, know-how, rights to protected information and all similar protected rights, in each case irrespective of whether they have been applied for or registered, as well as other protective rights) to any Work Results worldwide. The Supplier shall support the Customer in the registration of these industrial property rights, in particular by providing and performing all necessary information, powers of attorney, declarations and signatures.

(6) Any potential remuneration claims of the Supplier and/or the physical or legal persons engaged by the Supplier (in particular employees, sub-suppliers and freelancers) arising from the aforementioned ownership, use and exploitation rights shall be fully paid-up by the agreed remuneration.

(7) The Supplier shall obligate all physical or legal persons engaged by him in accordance with the aforementioned provisions.

(8) If the Supplier uses open source software (hereinafter referred to as "**OSS**") in the performance of the Order, he shall provide to the Customer in good time before the first delivery or provision of services (i) the details of the OSS components used in the Work Results (in particular name and version), (ii) the OSS documentation (in particular copyright notices and license texts), and (iii) the complete corresponding machine-readable source code (in accordance with the applicable OSS license conditions) in a suitable format and free of charge. This shall apply accordingly to updates. With the prior written consent of the Customer, the Supplier may also make the aforementioned information available online via a URL. The Supplier shall ensure that the OSS embedded in or used for the Work Results does not contaminate or infect any other software or industrial property rights of the Customer. For the sake of clarity, the Parties agree that clause 8 shall apply to OSS. However, any limitations of liability shall not apply to this section "Open Source Software".

8. Third-Party Rights, Indemnification

(1) If and to the extent that industrial property rights and/or copyrighted works of third parties are necessary for the creation and use or exploitation of the Work Results (hereinafter "**Third-Party Industrial Property Rights**""or "**Third-Party Pre-Existing Works**"), the Supplier shall inform the Customer thereof without delay. If, to the extent and as long as the Supplier is permitted or able to do so (e.g. by granting a sublicense) and if and to the extent the Customer agrees, the Supplier shall provide the Customer with a non-exclusive, unlimited in time and space, irrevocable, right, which may be transferred and sub-licensed to third parties, in particular to Group Companies, to use the necessary Third-Party Industrial Property Rights or Third-Party Pre-Existing Works, including information on the group of persons entitled to dispose of these rights (documentation). If the Customer does not agree and wants an exclusive license, the Supplier shall be obliged to offer an alternative in which the Customer receives all corresponding rights on an exclusive basis. Any claims for remuneration arising from the aforementioned rights of use and exploitation shall be fully paid-up by the agreed remuneration.

(2) The Supplier guarantees that the Work Results do not infringe any third-party rights (in particular industrial property rights, copyrights, personal rights (including rights to one's own image)) and that such rights do not conflict with the contractual use and exploitation of the Work Results, and that no additional licenses, permissions or consents in connection with third-party rights (including payments to collecting societies and other rights management companies) are required for the contractual use and exploitation of the Work Results, that, inter alia, the owners of the copyrights contained in the Work Results will not assert any existing moral rights (in particular the right to be designated as the author), if and to the extent that this is permissible under the relevant statutory provisions, and that, among other things, the owners of the industrial property rights and copyrights contained in the Work Results will receive or have received appropriate remuneration for their services, also with regard to exploitation in accordance with these EB ICT Projects. In the event of a breach of this guarantee, the Supplier shall indemnify the Costumer in accordance with this clause.

(3) In the event that a third party asserts a claim against the Customer due to an alleged infringement of rights (in particular the alleged infringement of rights to the work results, the alleged infringement of industrial property rights, copyrights, moral rights, rights to one's own image, the alleged inadmissibility of the work results or their presentation under competition law or the other unlawfulness of the work results and due to an alleged inappropriateness of the remuneration received, Section 32a II German Copyrights Act [UrhG], as the case may be by analogy), the Supplier shall fully indemnify and hold harmless the Customer. The Supplier shall provide the Customer with comprehensive support in the defense against the claim, in particular by providing or submitting all necessary information, powers of attorney and declarations without delay. The indemnification shall cover all costs incurred by the Customer as a result of the claim. The indemnification shall not apply if and to the extent that the Costumer makes acknowledgements, concessions or similar declarations to the third party without the prior written consent of the Supplier. Third parties within the meaning of this clause may also be group companies of the Supplier. The Supplier may, with the written consent of the Customer, conduct the legal dispute itself at its own expense. Should an author or the owner of a performance protection right approach the Costumer directly and assert claims under Section 32a (2) UrhG, the Supplier shall also indemnify the Customer against corresponding claims in accordance with this clause.

(4) Any limitations of liability shall not apply to this clause. Any claims under this clause shall become time-barred at the earliest two years after the Customer has become aware of them.

(5) For the purposes of the indemnification obligations under this clause, third parties shall, for the avoidance of doubt, also include companies affiliatedd with the Customer as well as sub-suppliers and freelancers.

9. Invoicing/Remuneration

(1) The remuneration for the products, work and/or services shall be paid after the issuance of an invoice and acceptance. If any products, work and/or services are subsequently supplemented, the individual prices stipulated for the original Order shall apply. The fixed lump-sum price for the creation of software shall be the overall remuneration – which cannot be changed unilaterally – for the products, work and/or services to be provided under Section 1 above, unless separate – as the case may be, lump-sum – remuneration has been agreed upon for individual products, work and/or services. The cost of materials, of the services provided by Sub-suppliers, if any, travel times, travel expenses, and incidental costs shall be included in the fixed lump-sum price. The Supplier shall have no right to make additional claims unless the parties agree on changes to the products, work and/or services. The remuneration for the products, work and/or services shall become due upon overall acceptance unless the payment schedule for the project contains an agreement on payment after partial acceptance (milestones). The Supplier shall only be entitled to down-payments to the extent that such payments have been agreed upon in the Order. However, this provision shall not affect the right to demand down-payments if the requirements stipulated in Section 632a German Civil Code (*Bürgerliches Gesetzbuch*) are met.

(2) Unless otherwise agreed, the price shall include the cost of any installation, integration and transfer work that may be required, and which the Supplier shall perform without disrupting operations, if necessary, outside of normal business hours.

(3) Operating, handling, usage, and service instructions or other documents that are relevant for use shall be provided in the national language of the respective contracting unit of the Ordering Party and shall be included in the price. If not available in the national language, such documents shall be provided in English.

(4) The fixed lump-sum price for a service level agreement shall be the overall remuneration – which cannot be changed unilaterally – that is owed for the products, work and/or services agreed upon in the service description unless separate – as the case may be, lump-sum – remuneration has been agreed upon for individual products, work and/or services. The cost of materials, travel times, travel expenses, incidental costs, and the cost of replacement items shall be included in the fixed lump-sum price. The Supplier shall have no right to make additional claims unless the parties agree on changes to the products, work and/or services or the price. The fixed lump-sum price agreed upon for recurring services shall become due upon expiry of the month in which the services were accepted. The same applies to any base flat rates that may have been agreed upon and other amounts of remuneration which are payable at regular intervals.

(5) The Supplier shall be obliged to inform all affected purchasing departments of the Ordering Party without being requested to do so and without delay if the Supplier or any staff (employees or any Sub-suppliers) employed by the Supplier for the provision of the Deliverables are also working for other parallel projects within the Deutsche Telekom Group during the period of the order or if this is planned. The Supplier must provide information on all projects, their exact scope, their duration, the associated SAP order numbers and the respective contact persons at Deutsche Telekom. Should the Supplier fail to comply with this obligation to inform, the Costumer expressly reserves the right to initiate a review of all payments made by units of the Deutsche Telekom Group for such parallel projects and to assert claims for reimbursement in this respect.

(6) If time units are used as the basis for invoicing the Deliverables actually provided, these must be proven to the Ordering Party. For this purpose, the Supplier shall submit detailed evidence relating to the specific Deliverables, which can be assigned to the named consultants, stating the respective consultant category. Remuneration shall be based on the proof of performance confirmed by the Ordering Party.

(7) The agreed remuneration shall cover all expenses incurred in connection with the performance of the service, in particular the Deliverables of any Sub-suppliers, all ancillary costs, travel expenses, travel and waiting times.

(8) Premature performance and/or partial performance not contractually agreed shall require the express written consent of the Ordering Party. A service performed before the agreed date shall not constitute the start of a payment period bound to this date.

(9) Additional cost-relevant services and expenses that become necessary during the term of the contract must be agreed in writing between the contracting parties before they are provided, even if they are essential for the fulfillment of the contract.

(10) The Supplier shall offer its products, work and/or services to Deutsche Telekom AG and its Group Companies the most favorable terms and conditions which the Supplier grants to Deutsche Telekom itself and/or any of its Group Companies worldwide for products, work and/or services which are comparable in terms of quantity, quality and market conditions. Deutsche Telekom AG and its Group Companies reserve the right to exchange the respective information.

10. Invoice/Terms of Payment/Taxes

(1) The invoice shall be issued after all products, work and/or services have been fully provided unless the parties have expressly agreed otherwise.

(2) All invoices shall be sent exclusively to the billing address stated in the Order.

(3) The Supplier shall submit a verifiable invoice for its products, work and/or services. For each Order a separate invoice is required. Collective invoices which refer to various Orders are not permitted. In particular, the invoice items must match the purchase order items. As a rule upfront and partial invoices are not allowed. If in an Order partial settlement is agreed, the upfront partial, partial final and final invoice are to be marked as such and shall be listed individually and numbered in sequence. The invoice shall contain the business unit placing the Order, the purchase order number and the place of receipt and in case of services the proof of performance. The invoice must additionally meet the requirements stipulated in §14 UStG (German Value-Added Tax Act).In the event that the invoice does not meet with the aforementioned requirements, the Ordering Party reserves the right to return the outstanding invoice in order for it to be completed or corrected. In such case, the payment period shall not begin until after the completed or corrected invoice has been received by the Ordering Party. Even if Ordering Party does not make use of the above right, the Ordering Party shall not be responsible for any delay in payment. The invoice with the billing address given in the Order shall not be issued before the day on which the services have been performed as agreed.

(4) Amendments and supplements to the agreement are to be clearly indicated on the invoice and shall only be paid for if agreed upon in writing before being carried out.

(5) The prices agreed upon are net prices. If applicable, value-added tax shall be charged additionally at the statutory rate.

(6) The invoice shall not be paid before the products, work and/or services have been provided. The payment period shall be thirty (30) calendar days net. The payment period shall commence on the first day after the receipt of a verifiable invoice which meets the requirements stipulated in this section 10, but not before the performance/acceptance of the products, work and/or services. A 3% discount shall be applied if payment is made within 14 calendar days from the commencement of the payment period.

(7) Unconditional payment of the invoiced amount by the Ordering Party does not constitute recognition of the Supplier's performance as being as agreed.

(8) If a credit note procedure has been agreed upon, the following provisions shall apply in deviation from, or in addition to, the provisions of this Section 13: The Ordering Party shall make payment without the submission of invoices by the Supplier. The payment period shall commence after the Ordering Party has finished entering the data, and in any case three

working days after the delivery note/proof of performance has been submitted, but not before the products, work and/or services have been provided/accepted.

The invoice for the products, work and/or services provided shall be issued on the basis of the delivery note/proof of performance. As evidence of the products, work and/or services recorded by the Ordering Party by means of electronic data processing, the Ordering Party shall provide the Supplier on a monthly basis, by the third working day of the respective following month, with a credit note advice. This credit note advice shall show the products, work and/or services by type and quantity, including the net prices, the amount of value-added tax, the value-added tax rate and the total amount, for each delivery note/proof of performance.

(9) All taxes, customs duty, charges and other fiscal charges due in connection with entering in-to and implementing these EB ICT Projects shall be borne by the Supplier, except for value-added taxes and consumption taxes directly comparable therewith such as goods and sales taxes or use and sales taxes.

(10) The liability for value-added tax shall pass to the Ordering Party if the Supplier is not a German firm or businessperson and the work and materials (*Werklieferungen*) or services provided by the Supplier are taxable in Germany (§ 13b UStG (German Value-Added Tax Act). In such case, the Supplier shall not state German value-added tax in the invoice. If the Supplier brings items from a third country to Germany for the provision of the aforementioned work and/or services and this results in import turnover tax being levied, such tax shall be borne by the Supplier.

(11) The 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 Supplier if the Supplier does not provide a valid exemption certificate.

11. Acceptance

(1) The Supplier shall make the Deliverables that have been provided in accordance with the agreement available for acceptance on the agreed date. This applies correspondingly if performance in parts has been agreed upon in the contract.

(2) After the Deliverables have been made available, the Ordering Party shall carry out an acceptance test within a period of thirty (30) consecutive calendar days, unless a different acceptance period has been stipulated in the agreement. If this acceptance period does not suffice and this is due to reasons for which the Supplier is responsible, the acceptance period shall be extended for the period of delay. The default provisions shall apply to this period of delay.

(3) The express acceptance of the Deliverables or partial services shall be made by the Ordering Party when the Supplier has provided and documented its services in accordance with the service description.

(4) Upon acceptance of the last part of the Deliverables agreed upon in the agreement shall additionally be tested for their overall functionality, i.e., for the error-free interaction of the individual parts of the products, work and/or services.

(5) If the Deliverables are as agreed, the Ordering Party shall give notice of acceptance upon completion of the test. If the products, work and/or services are accepted even though defects have been identified, such defects shall be recorded in the notice of acceptance. Acceptance may not be refused because of an insignificant defect. However, several insignificant defects, when taken together, may justify the refusal of acceptance.

(6) Minor defects must be rectified immediately, unless a new service is required.

(7) In the event of refusal of acceptance, the Supplier shall rectify or make good the outstanding services without delay, at the latest within a reasonable period to be determined by the Ordering Party.

(8) If the Deliverables are also services ("Dienstleistungen"), the Ordering Party shall also be expressly entitled, in the event of poor performance, to demand renewed performance by the Supplier within a reasonable grace period set by the Ordering Party and to reduce the remuneration to be paid for these services accordingly if the renewed performance is delayed or has not been performed in accordance with the contract after the grace period set. Other statutory and contractual rights of the Ordering Party shall remain unaffected.

12. Default

(1) In the event of default, the statutory provisions shall apply, unless otherwise specified below.

(2) If the Supplier defaults on the provision of any products, work and/or services owed pursuant to the agreement, the Supplier shall, for each calendar day of default, pay the Ordering Party 0.3% of the remuneration that is owed under the agreement for the products, work and/or services concerned. However, the total amount of the liquidated damages payable per event of default shall not exceed 5% of the remuneration owed. The claim for liquidated damages may be asserted until the final payment is made. The Ordering Party shall have the right to claim liquidated damages in addition to the provision of the products, work and/or services owed.

(3) If the Supplier fails to provide any products, work and/or services when due, or does not provide them as agreed, the Ordering Party may set a reasonable period of time for performance, repair or replacement delivery by the Supplier. After this period of time has expired to no avail, the Ordering Party may claim damages in lieu of performance in accordance with the statutory provisions within the limitations of this EB and rescind the agreement. This shall not affect any further statutory claims. Any liquidated damages incurred shall be credited against such a claim for damages.

(4) Moreover, if the agreed-upon response and/or completion times are exceeded, the Ordering Party may claim liquidated damages in an amount equal to 0.1% of the annual remuneration for each commenced 25% by which a response and/or completion time is exceeded during service hours, but not more than 1% of the annual remuneration in total per event of default. This does not apply if the Supplier is not responsible for exceeding the response and/or completion time. The total amount of the liquidated damages payable in a contract year on the basis of this clause must not exceed 5% of the annual remuneration per contract year. The liquidated damages shall be credited against any claims for damages. Section 341(3) German Civil Code (*Bürgerliches Gesetzbuch*) shall apply with the proviso that the liquidated damages may be claimed until the expiry of 12 months after they were incurred.

(5) In order for the Ordering Party to be in default, a prior written reminder from the Supplier shall be required, even if the obligation owed is a payment.

13. Staff Training, Application Support

(1) To the extent agreed upon,
   a. the Supplier shall timely provide the Ordering Party's staff who are to use the software with the necessary training in how to apply and use of the software;
   b. the Supplier shall support the Ordering Party through appropriately qualified staff in using the software;
   c. the Supplier shall support the Ordering Party through appropriately qualified staff in remedying defects not covered by the Supplier's liability for defects.

(2) When providing the services set forth in Sections 13 (1) a and 13 (1) b above, the Supplier shall not be responsible for achieving a particular result, unless this has been expressly agreed upon in the particular case.

14. Sub-suppliers

(1) The Supplier may use sub-suppliers and subcontractors at its discretion. The term "subcontractor" shall also compromising the term "sub-supplier" in the following.

(2) The Supplier will notify DTAG if a subcontractor is used for the provision of maintenance, hosting, after-sales service, or is a logistics service provider. Requirements regarding the naming of subcontractors in accordance with Section 21 remain unaffected hereby. In addition, the Parties may specify – subject to given business needs – within a reasonable time period after the effective date of this Agreement categories of subcontractors to which such notification obligation shall apply additionally. The categories of relevant subcontractors are depending on the nature and scope of the concrete Contractual Deliverables.

If within a reasonable time period after the receipt of the notification DTAG informs the Supplier that it has justified doubts regarding the involvement of a particular subcontractor, DTAG and the Supplier shall amicably discuss such issue and seek for a mutual acceptable solution with regard to such subcontractor. The same shall apply with regard to a change of a given subcontractor for which the above-mentioned notification applies or if problems with a particular subcontractor occur later on within the business relationship between DTAG and the Supplier.

(3) Furthermore and upon Ordering Party's reasonable request (e.g. in relation to an investigation or complaint under the German Supply Chain Act or a comparable EU or local regulation) the Supplier shall inform the Ordering Party in writing without undue delay, but in any case within two Business Days whether certain companies are sub-Suppliers involved in the provision of the Contractual Deliverables and related Services and will provide reasonable information regarding the role of the subcontractor in Supplier's supply chain. This shall not be limited to tier one subcontractors. Section 5 (2) shall remain unaffected.

(4) In case specific information about the Supplier`s supply chain or subcontractors is necessary in course of a public tender, the Supplier shall provide the requested information in due time.

(5) Regardless of the party providing the Contractual Deliverables, the Supplier shall always be the responsible contractual party towards the Ordering Party and no information provided to the Ordering Party about a subcontractor nor any consent given by the Ordering Party shall release the Supplier from its obligations towards the Ordering Party.

15. Ownership of Telekom Data, data access and Telekom IPR

(1) All data and information transferred by the Ordering Party to the Supplier's systems or generated by the Supplier as a result of a data processing operation or otherwise stored in the Supplier's systems as part of the provision of services (hereinafter "**Telekom Data**") are and shall at all times remain the sole property of the Ordering Party, the Group Companies or Ordering Partys and shall be treated as confidential information within the meaning of these EB ICT Projects. The Supplier may use the Telekom Data solely for the purpose of fulfilling its obligations under these EB ICT Projects and the associated Orders and may not assert any ownership claims or other rights to the Telekom Data. The Supplier undertakes to take appropriate technical and organizational measures to store all Telekom Data securely and to protect it against loss and unauthorized modification, disclosure or access by unauthorized persons.

(2) Upon request, the Supplier shall return the Telekom Data to the Ordering Party free of charge at any time during and at the end of the contract term in a generally recognized, machine-readable, unencrypted data format (e.g. XML) including the documentation of the data format on a secure communication channel or secure data carrier. After handover at the end of the contract term and written confirmation by the Ordering Party, the Supplier shall destroy all telecom data securely and permanently. Further details may be agreed between the parties in an annex or a provision.

(3) Any industrial property rights relating to all materials, tools, modules, drawings, models, specifications, software and other information or data supplied or otherwise made available to the Supplier by DTAG and/or its Group Companies (hereinafter "**Deutsche Telekom Industrial Property Rights**"), are and shall at all times remain the sole property of DTAG and/or its Group Companies and the associated items shall be handled carefully by the Supplier at its own risk, kept in good condition and kept in safe custody until they are returned to DTAG and/or its Group Companies. The Supplier undertakes to use Deutsche Telekom Industrial Property Rights only in accordance with the written instructions of DTAG and/or its Group Companies and to use or pass them on exclusively in accordance with these instructions.

(4) Any potential Work Results and derivative works of the Supplier based on Deutsche Telekom Industrial Property Rights are the property of DTAG and/or its Group Companies. Consequently, only DTAG and/or its Group Companies are entitled to assert industrial property rights to these Work Results and derivative works and to have them protected for themselves. The Supplier is obliged to support DTAG and/or its Group Companies in these proceedings.

(5) In the event of a disagreement as to whether any Work Results and/or derivative works are based on Deutsche Telekom Industrial Property Rights, both parties shall be obliged to grant the other party an unrestricted right of use in the normal course of business until the dispute has been finally settled. If the Supplier is determined to be the owner of such Work Results and/or derivative works after settlement of the dispute, it shall be obliged to offer DTAG and/or its Group Companies the grant of a non-exclusive, temporally and geographically unrestricted, irrevocable, transferable and sub-licensable right of use to Group Companies on fair, reasonable and non-discriminatory terms (FRAND).

Notwithstanding the foregoing, any rights granted to the Ordering Party under clause 8 shall remain unaffected.

16. Confidentiality, data protection, Protection of Professional Secrets

(1) All information disclosed by either party under these EB, any project contracts, purchase orders, requests for proposals or other related discussions/writings, whether written or in any other tangible form, or whether oral or visual, and whether or not it is labeled or identified as "confidential", shall be deemed confidential and proprietary (hereinafter referred to as "**Confidential Information**") unless it is specifically designated as non-confidential at the time of disclosure or is clearly non-confidential by its nature, such as, for example:

(i) Information that was already known to the recipient before it was communicated by the disclosing party without an obligation of confidentiality;

(ii) information that was already known to the public at the time of its disclosure or that became known to the public after its disclosure without being the result of a breach of an obligation of confidentiality by the recipient or a third party;

(iii) information received in good faith by a party from a third party who is not itself under an obligation of confidentiality to the disclosing party in connection with the information in question.

(2) The recipient is entitled to use, have used and disclose the non-confidential information to others without restriction, whereby the provisions contained in this section shall not be deemed to grant the recipient a license or other industrial property rights. If only part of the information falls under at least one of the above exceptions, the remaining information shall remain subject to the confidentiality obligations. This confidentiality obligation does not apply within the Deutsche Telekom Group.

(3) If disclosure of Confidential Information is required by any regulation, court, law, government, agency or political subdivision having jurisdiction, the receiving Party shall (a) notify the disclosing Party to the extent legally possible and as soon as it is aware that such disclosure is required, and (b) give the disclosing Party an opportunity to consider the need for such disclosure and to consent to it or to take legal action to prevent the disclosure. However, in no event shall the disclosure of Confidential Information to a requesting authority as described above constitute a breach of the confidentiality obligation under this Agreement. Furthermore, the disclosing party shall not be responsible in any way for the use of the confidential information by the requesting authority as described above.

(4) The Recipient shall not be permitted to disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party and shall keep the Confidential Information under conditions no less stringent than those applied to its own confidential information of similar sensitivity and shall in any event take reasonable precautions for its safekeeping. The recipient must ensure that third parties cannot gain unauthorized access to this information. Affiliated companies within the meaning of Sections 15 et seq. AktG (hereinafter referred to as "**Affiliated Companies**") are not considered third parties in this respect, but are nevertheless obliged to maintain confidentiality, as agreed here. The parties are entitled to disclose the Confidential Information to their employees, representatives, Suppliers, consultants and companies affiliated with the Supplier to the extent necessary for the fulfillment of the Order and if the party disclosing the Confidential Information has concluded a contract with the aforementioned persons which contains the same confidentiality provisions as those contained in this contract and if it provides corresponding proof of this at the request of the other party. Group Companies are not considered third parties in this respect, but are nevertheless obliged to maintain confidentiality in accordance with this Agreement. The party disclosing the Confidential Information as described above shall be liable to the other party for any breach of the confidentiality obligations by the aforementioned persons, including the Group Companies.

(5) Publications by the Supplier or Affiliated Companies of the Supplier relating to or in connection with the subject matter of the contract require the written consent of DTAG or the Ordering Party.

(6) The Supplier shall also be responsible for compliance with the aforementioned obligations to maintain confidentiality if the Supplier becomes aware of security errors or risks on the business premises of DTAG or its Group Companies; in this case, the Supplier shall be obliged to inform DTAG or its Group Companies immediately.

(7) The recipient warrants that it will return or destroy or delete any written or otherwise recorded Confidential Information received from the other party, including any copies, to the other party upon termination of the respective Agreement or earlier upon written request by the disclosing party. The party requesting that all written information be returned, destroyed or deleted shall be provided with a certification that all such information has been returned, destroyed or deleted. However, the parties acknowledge that the Confidential Information may be copied by the recipient as part of its archiving and backup procedures.

(8) Notwithstanding the foregoing provisions, DTAG and/or its Group Companies shall be entitled to make the specifications (including the Confidential Information contained in these EB ICT Projects) available to third parties commissioned by DTAG and/or its Group Companies in order to realize, manufacture or provide the products and services based on such information or to use them in connection with the Deliverables based on such information. In addition, DTAG and its Group Companies are entitled to disclose selected provisions of the contract to third parties as long as the identity of the Supplier is not disclosed.

(9) This obligation shall remain in force for a period of five (5) years after termination or expiry of the respective contract.

(10) The Supplier undertakes to maintain telecommunications secrecy, the provisions of data protection and, in particular, the protection of personal data. In the event that the Supplier processes personal data on behalf of the Ordering Party, the Supplier undertakes to conclude an order processing agreement with the Ordering Party in accordance with the Ordering Party's current template.

(11) In the event that the Supplier provides services for the Costumer vis-à-vis professional secrecy holders ("**Berufsgeheimsnisträger**"), the Supplier must comply with the "Obligation to protect secrets in accordance with Section 203 StGB" (see at https://www.telekom.com/en/company/global-procurement).

(12) The Supplier shall be responsible for obliging all persons involved in the provision of services accordingly in writing.

(13) The naming of the Ordering Party as a reference and the use of the Ordering Party's logo shall require the prior express and written approval of the Ordering Party. Any permission granted shall be valid until revoked. Revocation by the Ordering Party is possible at any time without notice and without giving reasons.

(14) The Supplier undertakes to expressly inform the employees, vicarious agents and sub-suppliers employed by him that the Ordering Party may collect and process the following personal data about them for the purpose of ensuring compliance with statutory provisions and his legitimate business interests: Title, surname, first name, date of birth, street, zip code, city, country. The following additional information may be collected for employees, vicarious agents and sub-suppliers who require a work permit or residence permit to take up employment in Germany under applicable German and European law: Period of validity of the work permit and/or residence permit, restriction of weekly working hours according to work permit, restriction of work location according to work permit, restriction of activity/function according to work permit.

17. Independent Provision of Work and/or Services / Work Permit / Residence Permit

(1) The Supplier shall perform the contractual work and/or services independently and on its own responsibility.

(2) As a general rule, the Supplier shall be free to choose the place of performance for the provision of its work and/or services. However, if the project requires that any part of the work and/or services be provided in the Ordering Party's premises, the Supplier shall be prepared to provide its work and/or services to this extent in the relevant premises; the parties shall agree on the respective place of performance, taking the project requirements into account.

(3) Only the Supplier shall have the right to issue instructions to its own employees and to any sub-suppliers who are deployed by the Supplier. The Supplier shall be free in determining how to organize the provision of its work and/or services and schedule its activities. However, to the extent that the project so requires, the Supplier shall coordinate its activities in consultation with the other parties involved in the project to adhere to any dates or deadlines agreed upon.

(4) The Supplier undertakes to tax the remuneration received from the Costumer independently and properly in compliance with the relevant tax laws.

(5) In the case of the deployment of employees, vicarious agents and sub-suppliers, the Supplier warrants that all necessary official permits (e.g. work permit / residence permit) have been obtained. The Supplier shall indemnify the Ordering Party against all legal consequences resulting from non-compliance with this requirement.

(6) The Supplier shall be fully responsible for the deployment and performance of its personnel in connection with the provision of work and/or services. When working in the Ordering Party's facilities, the Supplier shall be obliged to instruct its personnel to exercise caution and treat the Ordering Party's property with care.

(7) The Supplier is obliged to provide the Ordering Party with information on the status of the project at all times.

(8) The Supplier shall only deploy comprehensively and appropriately qualified employees for the fulfillment of its contractual obligations. Upon request, the Supplier shall submit a description of the training and work profiles of the employees deployed or to be deployed, from which their qualifications for the provision of the contractual work and/or services can be derived. As far as possible, the same employees shall be deployed for the entire period of service provision. If the Ordering Party requests it for understandable reasons, the Supplier must replace individual employees immediately.

(9) If a replacement is necessary in exceptional cases, the Ordering Party must be notified in writing in advance of any change of employees during the respective contract period. In the event of a change of consultant, the project-specific transfer of know-how shall be at the expense of the Costumer.

18. Rescission and Termination

(1) The Ordering Party may, at any time and without prior notice, terminate the agreement in whole or in part in writing. In such case, the consequences of the termination shall be determined by Section 648 German Civil Code (*Bürgerliches Gesetzbuch*).

(2) The work results achieved by the time of termination must be documented and handed over to the Ordering Party together with all documents.

(3) In the event of termination, the remuneration shall be calculated according to the ratio of the result achieved up to the termination to the desired final result, but at most according to the scope of the work and/or services actually rendered, proven and usable for the Costumer up to the time of termination.

(4) The right to withdraw from the contract or to extraordinary termination remains unaffected. Each party is entitled to extraordinary termination or withdrawal from the contract in particular if

a. if insolvency proceedings are opened against the assets of the other party or a corresponding application is received by the court, the opening of insolvency proceedings is rejected due to a lack of insolvency assets corresponding to the costs of the proceedings,
b. the other contracting party suspends its payments not only temporarily,
c. the other contracting party ceases its business operations or that part of its business operations which relates to the contractual work and/or services,
d. or an event occurs at the registered office of the party concerned which corresponds to the aforementioned cases in accordance with the legal system applicable there.

(5) The Ordering Party shall additionally have the right to terminate the agreement without notice for cause if the Supplier (and/or any of the

Supplier's sub-suppliers) fails to comply with the requirements stipulated in the German Minimum Wage Act (*Mindestlohngesetz*).

19. Deployment Bans

(1) The Ordering Party expressly advises the Supplier that it is strictly forbidden for civil servants who have left the Deutsche Telekom Group by taking early retirement to directly or indirectly perform any further work for the Deutsche Telekom Group. As a rule, this also applies 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 pay in connection with the termination of their employment. Unless the Ordering Party's specialist unit concerned has approved an exemption from this rule already in advance in writing in the particular instance, a general deployment ban shall additionally exist – regardless of the nature of the underlying employment – for employees of the Deutsche Telekom Group who, directly or indirectly, work for the Supplier and have been borrowed or otherwise (e.g., by way of secondment, assignment or leave of absence) taken over or are employed by the Supplier or a third party exclusively or primarily for the purpose of being deployed in the provision of services to the Deutsche Telekom Group.

(2) Against this background, the Supplier, in turn, agrees to ensure that none of the retired civil servants mentioned in Section 19(1) above and none of the staff mentioned in the third sentence of Section 19(1) above are deployed by the Supplier as employees or temporary workers, as subcontracted work or service providers, or in any other way in the provision of the Supplier's services to the Ordering Party, and that none of the former employees specified in Section 19(1) above are deployed as subcontracted work or service providers or leased to units of the Deutsche Telekom Group as temporary workers.

(3) In the event of a violation of the provisions of this Section 19, the Ordering Party shall have the right to terminate the agreement without notice for cause. In addition, the Ordering Party expressly reserves the right to assert claims for damages in this respect.

20. Liability for Defects

(1) The Supplier warrants that
- (i) the Deliverables meet the requirements and are suitable for the intended purpose of the respective order or, if there is no intended purpose of the order, for their normal use,
- (ii) the Deliverables, including the media on which the relevant Deliverables and any work results are delivered, are free from defects, and
- (iii) the Deliverables are provided with the care customary in the profession and on the basis of the current state of science and technology and comply with the relevant statutory and contractual requirements and agreed guidelines.

(2) In particular, the Supplier shall be obliged to bear all costs and expenses incurred in connection with defects and their rectification. Further statutory claims of the Costumer shall remain unaffected.

(3) If the Ordering Party has unsuccessfully set the Supplier a reasonable deadline for subsequent performance or if subsequent performance has finally failed, the Ordering Party shall be entitled, without prejudice to any other statutory and/or contractual rights, to
- i) depending on the situation, to withdraw from or terminate the order in question in accordance with the statutory provisions and to claim damages in lieu of performance; or
- ii) to reduce the remuneration in proportion to the defective part of the Deliverables and to claim damages insofar as the damage is not covered by the reduction.

(4) If the Supplier provides its products, goods, work and/or services in several parts, the overall functionality – i.e., the error-free interaction of the individual parts of the products, work and/or services – shall be tested upon acceptance of the last part of the products, work and/or services, where acceptance is required. The products, work and/or services shall only be deemed provided without defects if the individual parts of the products, work and/or services interact error-free and, therefore, overall functionality exists. The limitation period for claims for defects in respect of the overall functionality shall commence upon acceptance of the last part of the products, work and/or services and shall be 36 months from such point in time. In all other cases, claims arising from the Supplier's liability for defects shall become time-barred 36 months after the product, work and/or service was received at the place of receipt or after acceptance, where required. The limitation period for material defects and defects of title shall be extended by the time during which the defective service cannot be used as intended.

(5) The limitation period shall be suspended for the number of days on which the Ordering Party could not use the contractual products, work and/or services due to a defect.

(6) The Supplier is obligated to remedy all defects which occur during the limitation period without undue delay at the Ordering Party's option by making a replacement delivery, carrying out repairs, or producing the item concerned anew (all three measures hereinafter collectively referred to as "subsequent performance").

(7) If a defect cannot be remedied at short notice, the Supplier shall, to the extent feasible and reasonable with regard to the impact of the defect, provide a provisional solution.

(8) If the defect is not remedied within a reasonable additional period of time set by the Ordering Party for subsequent performance by the Supplier, the Ordering Party shall have the right to reduce the price or rescind the agreement and, in both cases, additionally claim damages in accordance with the statutory provisions.

(9) At the request of the Ordering Party, the Supplier shall undertake the maintenance of the software after the Supplier's liability for defects has expired. This shall require a separate agreement. The Supplier shall be notified of this request timely before the Supplier's liability for defects is due to expire.

The provisions regulated in Clause 8 regarding third-party rights and indemnification remain unaffected by the provisions of this clause.

21. Foreign Trade Regulations

(1) The Supplier warrants to ensure that it complies with all foreign trade regulations which apply in connection with a delivery and, in particular, that it obtains all licenses and permits which are required by export law on its own responsibility and at its own expense.

(2) When supplying goods, the Supplier shall provide the Ordering Party in particular 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 the preferential agreements made by the EU); and
- c. all foreign trade information and supporting documents relevant for a shipment (weight of the goods, customs number, VAT identification number).

The information set forth in Sections 22(2) and 22(2)b above shall be provided either separately ahead of the shipment or, at the latest, in a note on the Supplier's invoices.

(3) In the event that the Supplier supplies goods which are of US-American origin, or primarily of US-American origin, the Supplier agrees to state the Export Classification Number (ECCN) and to specify any "license regulations" or "license exemptions" that may apply in accordance with US-American re-export law.

(4) To the extent that the Supplier has obtained the products or services in whole or in part from third parties, the Supplier guarantees that the products or services were obtained from reliable sources exported, imported or provided in compliance with the export laws and regulations of the country of manufacture/country of shipment.

In the event of a violation of applicable foreign trade regulations by the Supplier, the Supplier shall indemnify and hold DTAG or the Ordering Party harmless from all fines, orders and related costs.

22. Written Form

(1) All changes and amendments to the agreement shall be made in writing and must be clearly identified as such. The cancellation of this requirement of the written form shall likewise require the written form.

(2) In any case in which the written form is required in these EB, declarations transmitted electronically, by e-mail or via special electronic communication procedures provided by the Ordering Party for the processing of

purchasing transactions, such as full integration, web-based application or order management tool, shall also satisfy the written form requirement in the above sense. An electronic declaration of intent shall be deemed to have been received on the day on which it is available to the recipient at his electronic address during normal business hours, otherwise on the next business day. In the event of the use of a special electronic communication procedure provided by the Ordering Party for the processing of purchasing transactions, the terms and conditions of use of the Deutsche Telekom Group for electronic communication procedures provided by it (NB e-commerce - see: www.telekom.com/de/konzern/einkauf) shall apply in this respect.

(3) Any oral agreements shall require a subsequent written confirmation by the contracting unit of the Ordering Party in order to become legally valid.

23. Assignment of Claims

(1) The Supplier's claims against the Ordering Party may only be assigned with the express written consent of Ordering Party's contracting unit. Section 354a German Commercial Code (*Handelsgesetzbuch*) shall apply if the transaction is a commercial transaction for both parties.

(2) The Ordering Party shall have the right to assign any or all of its rights and obligations under the agreement to any Group Company The Supplier's consent shall not be required for this purpose.

24. Set-off

(1) The Supplier shall have no rights of retention to the extent that they are based on counterclaims arising from other legal transactions with the Ordering Party. The Supplier shall have no right of retention with regard to its contractual obligations or with regard to property, data or rights belonging to the Ordering Party or its Group Companies.

(2) The Supplier may only set off claims which are undisputed or recognized by final and binding judgment.

25. Artificial Intelligence (AI)

(1) Supplier 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 5 (1) (Compliance with laws) shall apply accordingly with regard to AI-Systems. In addition, Supplier shall provide necessary information about AI-Systems upon request of the Ordering Party and Supplier 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. Section 15 (Telekom Data) shall apply accordingly.

(3) Ordering Party may audit compliance with 14 calendar days' prior notice. In case of non-compliance, Supplier 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. Supplier 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.

26. Final Provisions

(1) The place of performance shall be the place of destination of the products, work and/or services, as indicated by the Ordering Party.

(2) The agreement shall be governed by, and construed in accordance with, the laws of the Federal Republic of Germany, without regard to the United Nations Convention on Contracts for the International Sale of Goods and the provisions referring to other legal systems.

(3) The parties submit to the jurisdiction of the court of competent jurisdiction for or at the Ordering Party's place of business. However, the Ordering Party shall also have the right to sue the Supplier instead in the court of competent jurisdiction for or at the Supplier's place of business.

(4) Should one or more provisions of the agreement be invalid, in whole or in part, this shall not affect the validity of the remaining provisions of the agreement. This does not apply if adhering to the agreement would constitute an unreasonable hardship for one of the parties.

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