



Terms and Conditions of the Deutsche Telekom Group for Purchasing Consulting Services (EB Consulting)

1. Scope

- (1) These Purchasing Terms and Conditions (hereinafter referred to as "**EB Consulting**") shall apply to the purchase of consulting services. The present Purchasing Terms and Conditions shall apply exclusively. Any conflicting or deviating conditions of the Supplier shall not apply, even in the event of unconditional acceptance of the service despite knowledge of such conditions.
- (2) Supplier shall offer Ordering Party services in accordance with the specifications of these Purchasing Terms and Conditions for Consulting Services with reference to the same. Agreements on the Supplier's services (hereinafter referred to as "**Orders**") shall be made by means of a purchase order with reference to a corresponding offer by Supplier.
- (3) The type and content of the contractual services are defined and described in detail in the respective Order. Both services (Sections 611 et seq. BGB) and work performances (Sections 631 et seq. BGB) can be ordered under these EBs.
- (4) Only orders, calls, contracts, etc. (hereinafter referred to as the "Order") and other declarations of intent that are made in writing by a Procurement unit of Deutsche Telekom AG (hereinafter referred to as "DTAG") or a company in which DTAG is able to, directly or indirectly, exert more than 20% of the voting rights (hereinafter referred to as "Group Company"; any Group Company or DTAG in here referred to as the "Ordering Party" respectively) shall be legally valid. The written form requirement in the sense stated above shall also be satisfied by communication methods provided electronically, by fax, e-mail, or electronic communication methods specially provided by the Ordering Party for carrying out purchasing transactions, including full integration, web-based applications, or statements transmitted via the Order Management Tool. An electronic declaration of intent shall be received on the day on which it is available for retrieval by the recipient under his electronic address during normal business hours; otherwise, it shall be received on the next business day. In the event that a special electronic communications method provided by the Ordering Party to carry out purchasing transactions is used, the relevant terms and conditions of use of the Deutsche Telekom Group shall apply to electronic communications methods provided by it (NB e-commerce - see under: www.telekom.com/en/company/global-procurement).

2. Components of the agreement

- (1) The following components shall be part of the agreement in descending order of priority:
 - a. The Order
 - b. Other components included in the Order
 - c. These EB Consulting
 - d. The "DTAG Supplier Code of Conduct" in its most current version (hereinafter referred to as "**Code of Conduct**" or "**SCoC**"; see under www.telekom.com/en/company/global-procurement).
- (2) Supplier's Terms and Conditions shall not apply even if they are referred to in the proposal or other documents of Supplier and Ordering Party does not explicitly object to them. There are and shall be no oral supplements to this Agreement or any Order.
- (3) For the avoidance of doubt, the Order and any other components of the Agreement shall only define the details of the contractual performance of the Supplier and set out the respective commercial terms. If the parties want to deviate from the legal provisions set out in this Agreement the parties shall expressly refer to the Section which they want to

change or replace in the respective document. An explicit reference is not required if the change is due to mandatory local law.

- (4) If the aforementioned formalities are not met, any deviating provisions shall be deemed invalid and the provisions of this Agreement shall remain unchanged, unless otherwise expressly agreed upon in writing between the parties to the Documents within five (5) Business Days of the detection of such inconsistency.

3. General Rights and obligations of the parties

- (1) The Supplier guarantees that at the delivery date respectively during their provision the Contractual Deliverables comply with all applicable laws, regulations, decrees, directives, ordinances ("the Laws") and are in accordance with best approved standards in the industry applicable to the Contractual Deliverables and guarantees further to provide the Ordering Party with all necessary information and documents to enable the Ordering Party to fulfil the obligation that are connected to its respective role under the Laws. Any claims based on a non-compliance with such guarantees shall become time-barred two years after the Ordering Party got positive knowledge of such non-compliance however the statutory provisions for suspension shall apply. In case of necessary changes to the Contractual Deliverables to reflect developments and changes in the Laws, the Supplier shall 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 Supplier's costs.
- (2) The Supplier shall comply and shall oblige its sub-suppliers, sub-contractors and any person under its control to comply with the SCoC. In case of any non-compliance with the principles and obligations as set out in the SCoC, the Ordering Party (or DTAG on behalf of 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 and is furthermore entitled to suspend the contractual relationship and any deliveries/provisions thereunder until the non-compliance is remedied. Further contractual and statutory rights of DTAG and the Ordering Party shall remain unaffected.
- (3) The Supplier undertakes to immediately notify the Ordering Party in writing as soon as it becomes aware of any problems relating to compliance with the SCoC within its area of responsibility, and in particular, to avoid anything that may damage the Deutsche Telekom Group's brand image or endanger the reliable provision.
- (4) The Supplier shall be obligated to comply with the security provisions of the Deutsche Telekom Group that apply to it and its vicarious agents, (see under: www.telekom.com/en/company/global-procurement.) and to obligate the persons and/or sub-suppliers deployed to provide the service to comply with the security provisions accordingly.
- (5) If work is to be performed at the Ordering Party's security-relevant sites, the Supplier shall ensure that only staff who have passed the security check are employed in accordance with the Security Clearance Check Act (Sicherheitsüberprüfungsgesetz) in Germany or a comparable security clearance check elsewhere.

- (6) The Supplier shall ensure that both it and its subcontractors comply with the statutory provisions of the German Minimum Wage Act (Mindestlohngesetz). In this context, it shall be obligated, for example, to provide proof that the minimum wage is being paid by it and its subcontractors if requested to do so by the Ordering Party in writing. The Supplier shall indemnify the Ordering Party against any and all claims in connection with minimum wage payments; this shall also apply to any fines incurred. It shall also immediately inform the Ordering Party if there are reasons to suspect that it or one of its subcontractors are violating statutory minimum wage requirements.
- (7) The Supplier shall adhere to the Ordering Party's requirements for quality management, environmental protection, and information security. To the extent that this is requested in the specification, the Supplier (i) shall provide evidence of quality management in accordance with DIN EN ISO 9001, TL 9000, or an equivalent quality management system and provide data on the metrics described in the TL 9000 Quality Management System Measurements Handbook or agreed otherwise, (ii) shall provide evidence of an environmental management system in accordance with DIN EN ISO 14001 or the EC Eco Audit Regulation, and (iii) shall provide evidence of an information security management system in accordance with ISO/IEC 27001 or equivalent.
- (8) Supplier shall maintain accurate records of all matters that relate to Supplier's obligations hereunder in accordance with generally accepted accounting principles and practices, uniformly and consistently applied in a format that shall permit uncomplicated audit. Supplier shall retain such records for a period of ten (10) years from the date of final payment under the Order to which such records relate. To the extent that such records may be relevant in determining whether the Supplier is complying with its obligations under the applicable Order, DTAG, the Ordering Party and their authorized representatives shall have reasonable access to such records for inspection and audit during normal business hours and the Supplier shall provide all reasonable assistance.
- The Ordering Party may reasonably request the Supplier to provide a report according to the requirements of the "International Standard on Assurance Engagements" (ISAE) No. 3402, Type 2 as developed by the "International Auditing and Assurance Standards Board" (IAASB) or another equivalent auditing standard. The Supplier shall provide such report at its own costs upon receipt of such written request.
- (9) Ordering Party and Supplier shall appoint contacts with decision-making authority to ensure the professional and timely performance of Orders.
- (10) Supplier shall be obligated to immediately notify Ordering Party's Procurement units, without being asked to do so, if Supplier or any staff it deploys for the provision of the contractual services (employees or any subcontractors) are simultaneously employed in other parallel projects within the Deutsche Telekom Group during the period of assignment, or if such deployment is being planned. Should Supplier not meet this obligation to provide information, the Ordering Party expressly reserves the right to arrange for an audit of all payments made by units at the Deutsche Telekom Group for such parallel-running projects and to reclaim payments made in this respect.

4. Performance

- (1) Supplier shall only assign suitably qualified staff to perform the contractual obligations. Where requested in the relevant request for quotations, Supplier shall submit to Ordering Party a description of the training and work profiles of the employees deployed or to be deployed, showing their qualification for the consulting service to be provided.

- (2) Supplier shall ensure that its consulting services are provided with customary professional diligence, that they are provided on the basis of the state of the art in science and technology, and that they comply with all relevant statutory provisions and any agreed guidelines.
- (3) Slight defects shall be rectified without delay, provided no new service is required.
- (4) The Ordering Party is explicitly entitled to claim re-performance of the Supplier's obligations within a reasonable grace period determined by the Ordering Party and reduce the remuneration payable for the provision of such consulting service accordingly if such re-performance is delayed or fails after the given grace period.
- (5) Any other rights of the Ordering Party as accrued by law or contract shall remain unaffected.
- (6) Unless longer periods are provided by law, Ordering Party's claims due to defects of title shall be subject to a limitation period of two years from the time a third party asserts a claim for infringement of industrial property rights or any other rights, or Ordering Party becomes aware of the defect of title through other means.
- (7) The unconditional payment of the invoiced amount by the Ordering Party shall not constitute recognition of the Contractor's service as being in accordance with the requirements. Acknowledgment of the services or any partial services shall only be given by the Ordering Party when the Supplier has provided its services according to the Order or any other specification agreed between the Parties.

5. Independent service provision/residence permit/work permit

- (1) The Supplier shall provide the contractual services independently and on its own responsibility.
- (2) In principle, the Supplier shall be free to choose the place of performance for providing the contractual services. However, if the project requires the services to be partially performed on the premises of the Ordering Party, the Supplier shall also be prepared to provide the services on the respective premises to the extent required; the parties shall agree on the respective place of performance, taking the project's requirements into account.
- (3) The Supplier shall be solely responsible for issuing instructions to its employees and any subcontractors it deploys. The Supplier shall be free to organize the service provision and the allocation of time for its activities. However, to the extent required by the project, the Supplier shall coordinate with others involved in the project for the purpose of meeting agreed deadlines.
- (4) If employees, vicarious agents, and subcontractors are deployed, the Supplier shall ensure that all of the necessary official approvals (e.g., work permit/residence permit) have been obtained. The Supplier shall indemnify the Ordering Party from any legal consequences resulting from failure to comply with this requirement.
- (5) Supplier undertakes to align any software tools to be used by him for the provision of services in advance with Ordering Party.
- (6) If Supplier realizes that it cannot meet the agreed completion dates, it shall immediately notify the Ordering Party in writing of the reasons for and duration of the anticipated delay. There shall be no entitlement to any extension of the completion deadlines. The statutory and contractual consequences of a delay shall remain unaffected.
- (7) The Supplier shall be fully responsible for the deployment and performance of its staff in connection with the provision of services. When working at the Ordering Party's facilities, the Supplier shall be obligated to ensure that its staff handle the Ordering Party's property with care.

- (8) The Supplier shall be obligated to notify the Ordering Party at any time of the status of the work.
- (9) The staff entrusted with the provision of the consulting services concerned must have the qualifications stipulated in connection with the relevant Order. A new employee of Supplier shall have, as a rule, at least the same qualifications as the previous (substituted) employee. Higher costs associated with any change of assignment of employees (e.g., induction / project - specific transfer of know-how) shall be borne by Supplier.
- (10) The deployment of Supplier's staff in projects with competitors of the Deutsche Telekom group shall require written approval by Ordering Party, should these employees be simultaneously involved in projects for Ordering Party or have been deployed in such projects within the past 6 months.
- (11) If Contractor's services are provided for end Ordering Party projects of DTAG or a Group Company, Supplier undertakes not to work for the relevant end Ordering Partys in a comparable way during the duration of the relevant Order and for one year after the relevant Order has ended, unless Ordering Party provides written consent for such work to be carried out. Such consent shall not be unreasonably withheld. The above obligation of Supplier shall only apply if and to the extent that the relevant end Ordering Partys are already specified in the Order for the relevant service.

6. Pricing

- (1) Payment shall be made on a time and material basis with a maximum price (total net) or on a fixed price basis. The respective type and rate of remuneration will be determined in the Order.
- (2) The agreed upon remuneration shall cover all expenses incurred in connection with the provision of the services, in particular the services of any subcontractors, all incidental expenses, travel expenses, and travel and waiting times, unless specified otherwise in the relevant Order.
- (3) Supplier shall ensure that the prices offered to DTAG, and the Affiliates regarding the Services do not exceed the prices that are granted to comparable third parties within Europe (or the respective region as the case may be). If the Ordering Party has justified doubts concerning Supplier's compliance with this obligation, the Ordering Party shall be entitled to have an independent third party - bound by professional secrecy - review the compliance therewith. Supplier shall support the third party during the review and grant access to all necessary information and records. Should the review determine that Supplier does not comply with their obligation hereunder, Supplier shall assume the costs of such review and shall reimburse the Ordering Party with the amount paid in excess up to the time of the price adjustment without delay and adjust the prices accordingly with immediate effect.
Additional Services that become necessary during the term of an agreement and have cost implications shall be agreed upon by the parties in writing before they are provided, even if they are essential for the performance of the Agreement.

7. Invoicing and terms of payment

- (1) Invoicing shall be carried out after the service has been provided in full unless the parties have agreed otherwise in writing.
- (2) If remuneration on a time and materials basis has been agreed upon, invoicing shall generally be carried out monthly in accordance with a service logging process specified by Ordering Party. If no electronic service logging system is available, proof of performance signed in the original shall be attached to the invoice, unless agreed otherwise by the parties. The invoice can be rejected without being processed if this proof of performance is not enclosed. The same shall apply in the case of price variances, incorrect information regarding order items, or absence of the order number (SAP number). In the case of invoicing on a time and materials basis, the invoice month must be stated on the invoice.

- (3) Invoices shall be sent exclusively to the invoice address specified in the Order.
- (4) The invoice shall not be paid before the service has been provided. Unless otherwise agreed in the Order, the payment term shall be 30 days net. The payment term shall commence on the first day after receipt of a verifiable invoice which meets the requirements of this Section 7, but not before provision of the service. A 3% discount shall be applied if payment is made within 14 calendar days from the commencement of the payment period.
- (5) The invoice shall be in accordance with § 14 of the German Value Added Tax Act (Umsatzsteuergesetz). If the invoice does not comply with the requirements, Ordering Party reserves the right to return the outstanding invoice in order for Supplier to complete or correct it. In such a case, the payment term shall begin only after a completed or corrected invoice has been received. Even if Ordering Party does not make use of the aforementioned proviso, it shall not be responsible for any delay in payment resulting from such errors. The invoice shall be issued at the earliest on the day on which the service is rendered in accordance with the Agreement.
- (6) Amendments and supplements to the Order shall be clearly indicated on the invoice and shall only be paid for if agreed upon in writing before being carried out.
- (7) If a credit note procedure ("Gutschriftverfahren") has been agreed, the following provisions shall apply in deviation from or in addition to the provisions of this Section 7:

Ordering Party shall make payments without Supplier having to submit invoices. The payment term shall commence upon completion of data input, but not before performance/acceptance of the service. The service shall be invoiced based on a proof of performance. Supplier shall receive a credit note report from Ordering Party as proof of the services recorded electronically each month, on the 3rd working day of the following month in each case. The credit note report shall list the services by type and quantity, as well as the net price, the value added tax and the value added tax rate, for each proof of performance.

In all other respects, the provisions specified in this Section 7 shall apply.

8. Taxes

- (1) Supplier undertakes to independently and properly tax the remuneration received from Ordering Party in compliance with all relevant tax laws.
- (2) All taxes, customs duty, charges and other fiscal charges due in connection with entering into and implementing this Agreement shall be borne by Supplier, except for value-added taxes and consumption taxes directly comparable therewith such as goods and sales taxes or use and sales taxes.
- (3) All prices are net prices excluding value-added taxes and consumption taxes directly comparable therewith. Any value-added taxes or comparable consumption taxes such as goods and sales taxes or use and sales taxes, shall be borne by the Ordering Party. Should such taxes be payable, Supplier shall invoice them to Ordering Party and always comply with the tax laws respectively applying to itemizing the taxes in the invoice. Insofar as the tax debt for the aforementioned taxes should transfer to the Ordering Party as recipient of the Contractual Deliverables by virtue of a statutory provision, Supplier may not charge any taxes in his invoice nor itemize any taxes in his invoice.
- (4) The Ordering Party shall not pay any income, corporation or other comparable taxes of Supplier which are in connection with entering into and implementing this Agreement. Insofar as withholding taxes should be due under

German or any other income or corporation tax law, the Ordering Party has the right to withhold the minimum amount of tax stipulated by statute from the payments agreed upon. If it is permissible to reduce withholding tax in such a case in whole or in part under a double taxation agreement, Supplier shall, if applicable, submit the necessary documentation or official notices to the Ordering Party, so that the Ordering Party can refrain from deducting the withholding tax in whole or in part within the framework of the statutory provisions. The Ordering Party shall support Supplier to a reasonably acceptable extent in this connection.

- (5) Notwithstanding the foregoing, in case withholding taxes are not avoidable and in case taxes have been withheld, the Ordering Party shall provide Supplier with the tax certificates evidencing the amount of taxes withheld in due time after the taxes have been paid to the relevant tax authorities.

9. Foreign trade regulations

- (1) The Supplier undertakes to obtain all approvals required in accordance with export provisions for cross-border provision of services on its own responsibility and at its own costs, and to comply with all relevant laws and provisions.
- (2) Where the Supplier has obtained services either wholly or partially from third parties, it shall guarantee that they have been obtained from secure sources, and exported, imported, or provided observing and complying with the export and other relevant legal provisions of the country of manufacture/dispatch.
- (3) In the event of a violation of applicable foreign trade provisions by the Supplier, the Supplier shall indemnify and hold DTAG or the Ordering Party harmless from all fines, orders and related costs.

10. Default

- (1) In the event of default, the statutory provisions shall apply, unless otherwise specified below.
- (2) The Ordering Party shall be in default on payment only if it fails to make the payment following a reminder from the Supplier.
- (3) If a contractual penalty is agreed, the Ordering Party may reserve the right to apply the contractual penalty until the final payment has been made.

11. Recognition of performance, acceptance

- (1) Both services (section 611 BGB) and work services (section 631 BGB) can be ordered within the scope of these EB. The statutory provisions shall apply to the acceptance ("Abnahme") of work services.
- (2) With regard to services that are not considered to be services within the meaning of section 611 BGB ("Dienstleistungen"), the Ordering Party shall 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. Rights of ownership and use

- (1) Notwithstanding the registration of protective rights, the Ordering Party 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 Ordering Party 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 services).

- (2) The Supplier shall inform the Ordering Party 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 Ordering Party 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 Ordering Party an exclusive right to use and exploit its own copyrighted works pursuant to section 9 (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 Ordering Party comprehensively of this circumstance and offer the Ordering Party a corresponding non-exclusive license.

- (3) The right of use and exploitation under this section 9 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 Ordering Party 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 Ordering Party'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 Ordering Party 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 Ordering Party 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 Ordering Party 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 Ordering Party, 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 Client. For the sake of clarity, the Parties agree that clause 11 shall apply to OSS. However, any limitations of liability shall not apply to this section "Open Source Software".

13. Third Party Rights, Indemnification

- (1) Insofar as industrial property rights and/or copyrighted works of third parties are necessary for the creation and use or exploitation of the work results (hereinafter referred to as "Third-Party Industrial Property Rights" or "Third-Party Pre-existing Works"), the Contractor shall inform the Ordering PartyClient thereof without undue delay. To the extent and for as long as the Contractor is permitted or able to do so (e.g., by granting a sublicense) and provided the Ordering PartyClient agrees, the Contractor shall grant the Ordering PartyClient a non-exclusive, perpetual, worldwide, irrevocable, and transferable right of use to the required Third-Party Industrial Property Rights or Third-Party Pre-existing Works, including information regarding the group of persons entitled to dispose of these rights (documentation). If the Ordering PartyClient does not agree and wishes to obtain an exclusive license, the Contractor is obliged to offer an alternative in which the Ordering PartyClient receives all corresponding rights on an exclusive basis. Any remuneration claims arising from the aforementioned rights of use and exploitation are settled with the agreed remuneration.
- (2) The Supplier guarantees that the work results do not infringe any Third-Party Industrial Property Rights, Third-Party Pre-existing Works, personal rights (including rights to one's own image), and/or other rights of third parties (hereinafter collectively referred to as "Third-Party Rights"), and that such Third-Party Rights do not prevent 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 or other rights management organizations) are required for the contractual use and exploitation of the work results; that, among other things, the holders of copyrights contained in the work results will not assert any moral rights (in particular, the right to be named as the author), to the extent permitted by applicable law; and that, among other things, the holders of industrial property rights and copyrights contained in the work results have received or will receive appropriate remuneration for their services, also with regard to exploitation under these Terms and Conditions. In the event of a breach of this guarantee, the Contractor shall indemnify the Ordering PartyClient in accordance with Section 13 (3).
- (3) In the event that a third party asserts claims against the Ordering PartyClient for alleged infringement of rights (in particular, alleged infringement of rights in or by the work results, industrial property rights, copyrights, personal rights, rights to one's own image, alleged unfair competition of the work results, or other alleged illegality of the work results), the Contractor shall fully indemnify the Ordering PartyClient. The Ordering Party Contractor shall comprehensively support the Client in defending against such claims, in particular by providing all necessary information, powers of attorney, and declarations without undue delay. The indemnification covers all costs Ordering Party of an appropriate legal defense. The indemnification does not apply if the Client makes acknowledgments, concessions, or similar declarations to the third party without the prior written consent of the Contractor. For the purposes of this clause, third parties may also include affiliated companies of the Contractor. With the written consent of the Ordering PartyClient, the

Contractor may conduct the legal dispute at its own expense. Should an author or holder of a related right approach the Client directly and assert claims under Section 32a (2) of the German Copyright Act (UrhG), the Contractor shall also indemnify the Ordering PartyClient from such claims in accordance with this section.

If third parties assert claims or allege infringements against the Supplier in connection with the work results, the Supplier shall inform the Client thereof without undue delay.

- (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 Ordering Party 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 affiliated with the Ordering Party as well as sub-suppliers and freelancers.

14. Subcontractors

- (1) The Supplier may use sub-suppliers and subcontractors at its discretion. The term "subcontractor" shall also comprise 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 18 (Data protection) 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 sub-suppliers. Section 3.2 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. Claims of Ordering Party

- (1) The Supplier warrants that the consulting services shall be provided with due professional care based on the applicable current state of science and technology and that they shall comply with the contractual and applicable statutory requirements or guidelines.
- (2) The Ordering Party is explicitly entitled to claim re-performance of the Supplier's obligations within a reasonable grace period determined by the Ordering Party and reduce the remuneration payable for the provision of such consulting services accordingly, if such re-performance is delayed or fails after the given grace period.

16. 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 Parties and shall be treated as confidential information within the meaning of these EB Consulting. The Supplier may use the Telekom Data solely for the purpose of fulfilling its obligations under these EB Consulting 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.

17. Confidentiality

- (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 B.:
 - (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. Furthermore, neither the Supplier nor the Supplier Affiliated Companies shall be entitled to use any Confidential Information of DTAG Group to train any AI-Systems or allow a third party to do so without the prior written consent of DTAG or the Ordering Party. Any use for improving search indexes or training models is prohibited unless expressly agreed otherwise in writing.
- (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 Consulting) 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 contractual services 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.

18. Protection of Professional Secrets

- (1) 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.
- (2) In the event that the Supplier provides services for the Client vis-à-vis professional secrecy holders ("Berufsgeheimnisträger"), the Supplier must comply with the "Obligation to protect secrets in accordance with Section 203 StGB" (see at: www.tel-ekom.com/de/konzern/einkauf).
- (3) The Supplier shall be responsible for obliging all persons involved in the provision of services accordingly in writing.
- (4) 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.
- (5) The Supplier undertakes to expressly point out to its employees, vicarious agents and subcontractors that it can collect and process their personal address data for the purposes of ensuring the statutory regulations have been complied with and its legitimate commercial interests in accordance with Art. 6 GDPR.

These will be probably surname, first name, date of birth, address and country.

19. Data Protection

- (1) Each party warrants to the other that it shall duly observe its obligations under all applicable data protection legislation.
- (2) Each party shall inform the other party of any mandatory requirements under the data protection legislation of its jurisdiction, if any, and, where necessary, give instructions to the other party how to comply with the respective data protection legislation. The Supplier agrees to enter into any supplementary agreement with the Ordering Party and/or the Ordering Party necessary to comply with mandatory data protection legislation.
- (3) Any limitations of liability set out in the Agreement shall not apply to this Section.

20. Ban on deployment

- (1) Supplier'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 after leaving the company, if they have received severance payment in connection with termination of employment. In addition, if in the specific instance the Ordering Party's procurement department has not issued in advance a written exclusion, a general deployment ban shall exist for current employees of the Deutsche Telekom Group.
- (2) Against this background, the Supplier, in turn, shall undertake to ensure that in providing its service to the Ordering Party, the retired civil servants stated in clause 20 (1) or personnel as defined by clause 20 (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 clause 20 (1) are deployed as subcontracted work or service providers or as temporary workers lent to units of the Deutsche Telekom Group.
- (3) If the Supplier violates the provisions of section 17, the Ordering Party shall be entitled to terminate the agreement for good cause. The Ordering Party also expressly reserves the right to assert damage claims due to such violation.

21. Termination, rescission

- (1) The Ordering Party shall have the right to terminate the agreement, in part or in full, at any time without indicating the reasons by giving 14 calendar days' notice. The agreement shall be terminated, in particular, if the Ordering Party concludes that the consulting objective cannot be achieved.
- (2) The Work Results achieved up until the point of termination shall be documented and handed over to the Ordering Party with all documentation.
- (3) In the event of termination, the remuneration for the result achieved up to the termination shall be measured against the required end result; it shall not exceed, however, the extent of the useful, proven services actually provided up to the point of termination.
- (4) The right to terminate the agreement for good cause shall remain unaffected.

Either party shall be entitled to terminate the agreement for good cause or to rescind the agreement in particular

- a. if an application to initiate insolvency proceedings in respect of a party's assets has been filed;

- b. if the other party has suspended payments on a permanent basis;
- c. if the other party ceases its business operations or the portion of its business operations that applies to the contractual services;
- d. or if an event occurs that corresponds to the aforementioned situations under the laws in effect at the affected party's place of business.

The Ordering Party shall also be entitled to terminate the agreement for good cause if the Supplier (and/or its sub-suppliers) do not meet the requirements of the German Minimum Wage Act.

with jurisdiction at the Supplier's principal place of business.

- (6) In the event of legal invalidity of individual items of the agreement, the remaining items shall remain binding. However, this shall not apply if adherence to the agreement would constitute an unreasonable hardship for one party.

22. 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(1) (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).

23. Miscellaneous

- (1) The Supplier may assign the rights and obligations under this Agreement in whole or in part to a third party only with the prior written consent of the Ordering Party. The Ordering Party may, without the consent of the Supplier, assign the rights and obligations under the Agreement in whole or in part to its Affiliates; section 354a German Commercial Code ("Handelsgesetzbuch") shall apply. The same shall apply accordingly with regards to any Order.
- (2) The Supplier shall have no right of retention with regard to any of its contractual obligations or with regard to any property, data or rights belonging to the Ordering Party or its Affiliates.
- (3) The place of performance shall be the place of receipt indicated by the Ordering Party.
- (4) The law of the Federal Republic of Germany shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and standards that reference other laws.
- (5) The place of jurisdiction shall be the Ordering Party's principal place of business. The Ordering Party shall, however, also be entitled to have recourse to the court