



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

1. Scope

- (1) These Purchasing Terms and Conditions of Deutsche Telekom Group for Purchasing ICT Services (hereinafter referred to as EB ICT Services) shall apply to all services in the ICT Services area (hereinafter referred to as Services) that Supplier (any individual or company that provides Services with reference to these Terms) provides to Deutsche Telekom AG (hereinafter referred to as DTAG) or a company affiliated with Deutsche Telekom AG or any Affiliate (any affiliated company pursuant to §§ 15 seq. of the German Stock Corporation Act as well as any company worldwide in which DTAG directly or indirectly holds at least 25 percent of the shares or exercises equivalent management control), provided that the Order does not contain any deviating terms and conditions. Each ordering group company shall hereinafter be referred to as the "Ordering Party."
- (2) Supplier shall offer the Ordering Party services in accordance with the specifications of these Purchasing Terms and Conditions for ICT Services with reference to the same. Agreements on the Contractor's services (hereinafter referred to as "Orders") shall be made by means of a purchase order with reference to a corresponding offer by Contractor.
- (3) The type and content of the services shall be defined and described in detail in the respective Order.
- (4) Only Orders and other declarations of intent which are placed in writing by the Ordering Party shall be legally valid. Orders shall be made without any purchase or call-off obligation; any volumes specified shall only be estimations and Supplier shall not be entitled to a commission of the whole volume. The written form requirement as stated above shall also be satisfied by 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 is provided by the Ordering Party, the relevant terms and conditions of use of the Deutsche Telekom Group shall apply (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 of the Agreement that are specified in the Order, e.g., but not limited to, service specifications, project agreement and offers
 - c. The framework agreement (if any)
 - d. These EB ICT Services
 - e. The "DTAG Supplier Code of Conduct" in its most current version (hereinafter referred to as "Code of Conduct" or "ScCoC"; see www.telekom.com/en/company/global-procurement).

- (2) Contractor's Terms and Conditions shall not apply even if they are referred to in the proposal or other documents of Supplier and the 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) Supplier shall comply and oblige all sub-contractors, sub-suppliers and any person under their control to comply with the DTAG Supplier Code of Conduct, available under www.telekom.com/en/company/global-procurement. Supplier shall take all measures required to avoid and sanction any instance of active or passive corruption, both in the public and private sector. Supplier guarantees that at the delivery date or – as the case may be – from the date agreed for the provision of Services onwards, the Services comply with all applicable laws, regulations, decrees, directives, and ordinances ("the Laws"). Supplier further guarantees to (i) assume and fulfil all obligations as manufacturer and/or importer of the Services resulting from the Laws in the delivery country as well as any agreed distribution country, (ii) assume all registration and notification obligations towards the respective governmental authorities, (iii) take any necessary licenses and (iv) pay all applicable charges in this respect in due time. Supplier shall furthermore provide to the Ordering Party all necessary information to enable the Ordering Party to fulfil all obligation that may apply for the Ordering Party as (re)seller or distributor of the Services.
- (2) Supplier undertakes to immediately notify the Ordering Party in writing as soon as it becomes aware of any problems relating to compliance with the Supplier Code of Conduct within its area of responsibility, and to especially avoid anything that may damage Deutsche Telekom Group's brand image or endanger the reliable provision of services.
- (3) The Supplier shall be obligated to comply with the security provisions of the Deutsche Telekom Group (see: www.telekom.com/en/company/global-procurement) which apply to contractors and their vicarious agents (Erfüllungsgehilfen). The Supplier shall inform the persons and/or subcontractors deployed to provide the service thereof and obligate them to comply with the security provisions accordingly.
- (4) 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 Security Clearance Check Act (Sicherheitsüberprüfungsgesetz) in Germany or a comparable security clearance check elsewhere.

- (5) The Supplier shall ensure that both it and its subcontractors comply with the statutory provisions of any applicable Minimum Wage Legislation (e.g. the German "Mindestlohngesetz"). In this context, they shall be obligated, for example, to provide proof that the minimum wage is being paid by them and their subcontractors if requested to do so by the Ordering Party in writing. Supplier shall indemnify the Ordering Party against any and all claims in connection with minimum wage payments; including 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.
- (6) 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 a specification, 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 an otherwise agreed metric, (ii) shall provide evidence of an environmental management system in accordance with DIN EN ISO 14001 or the Eco-Management and Audit Scheme, and (iii) shall provide evidence of an information security management system in accordance with ISO/IEC 27001 or equivalent.
- (7) Supplier shall maintain accurate records of all matters that relate to Contractor'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.
- (8) the Ordering Party and Supplier shall appoint contacts with decision-making authority to ensure the professional and timely performance of Orders.
- (9) Supplier shall be obligated to immediately notify the 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 the Ordering Party a description of the training and work profiles of the employees deployed or to be deployed, showing their qualification for the service to be provided.
- (2) Supplier shall ensure that its 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 ICT 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, the 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 the 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

- (1) Supplier shall provide the contractual services independently and on their own responsibility.
- (2) In principle, Supplier shall be free to choose the place of performance for providing their services. However, if the project requires the services to be partially performed on the premises of the Ordering Party or a third party, Supplier shall 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) Supplier shall be solely responsible for issuing instructions to their employees and any subcontractors they deploy. Supplier shall be free to organize the service provision and the allocation of time for their activities. However, to the extent required by the project, Supplier shall coordinate with others involved in the project in order to meet agreed upon deadlines.
- (4) Supplier undertakes to independently and properly tax the remuneration received from the Ordering Party in compliance with all relevant tax laws.
- (5) If employees, vicarious agents, and subcontractors are deployed, Supplier shall ensure that all necessary official approvals (e.g., work permit and residence permit) have been obtained. Supplier shall indemnify the Ordering Party from any legal consequences resulting from failure to comply with this requirement.
- (6) Supplier undertakes to align any software tools to be used by him for the provision of services in advance with the Ordering Party.
- (7) the Ordering Party shall make available to Supplier (where necessary to provide the service) all information and documentation that is required and which is available to them.
- (8) Supplier shall be obligated to notify the Ordering Party at any time of the status of the work.
- (9) If Supplier realizes that they cannot meet the agreed completion dates, they 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.

- (10) Supplier shall be fully responsible for the deployment and performance of their staff in connection with the provision of services. When working at the Ordering Party's facilities, Supplier shall be obliged to ensure that their staff handle the Ordering Party's property with care.
- (11) The staff entrusted with the provision of the 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 Contractor.
- (12) The deployment of Contractor's staff in projects with competitors of the Deutsche Telekom Group shall require written approval by the Ordering Party, should these employees be simultaneously involved in projects for the Ordering Party or have been deployed in such projects within the past 6 months.
- (13) If Contractor's services are provided for end customer projects of DTAG or one of its subsidiaries within the meaning of Section 1 (1), Supplier undertakes not to work for the relevant end customers in a comparable way during the duration of the relevant Order and for one year after the relevant Order has ended, unless the 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 customers are already specified in the Order for the relevant service.

6. Pricing

- (1) The price agreed upon in the Agreement is either a fixed price or, in case of remuneration on a time and material basis, a maximum price (total net).
- (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 Contractor'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 the

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, the 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 the 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:

the 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 the 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 the 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 Contractor, 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 services to be provided by Supplier may be subject to European, German, U.S., or other national laws and regulations. Supplier is responsible for ensuring compliance with all applicable regulations in connection with the provision of the Services.
- (2) Supplier undertakes to obtain all approvals required in accordance with export regulations for cross-border provision of services on their own responsibility and at their own cost, and to comply with all relevant laws and regulations.
- (3) If Supplier has obtained services either wholly or partially from third parties, they shall guarantee that they have been obtained from secure sources, and exported, imported, or provided observing and complying with any export- and other relevant legal regulations of the country of manufacture/dispatch.
- (4) Furthermore, in performing the Agreement, Supplier specifically undertakes to comply with European legislation, German law on foreign trade, and U.S. re-export law.

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 only if they fail to make a payment following a written reminder from the Contractor.
- (3) If a contractual penalty has been agreed, the Ordering Party may reserve the right to apply the contractual penalty until the final payment has been made.

11. Rights of use

- (1) If Supplier provides Work Results (new products and other results that are related to the provision of the contractually agreed services) under an Order (created by the Contractor, Contractor's employees or subcontractors in performing the ICT- Services), the Supplier grants Ordering Party an exclusive ("ausschließliches Nutzungsrecht"), irrevocable, transferable usage right unlimited in content, time and geographical scope for all usage types, including its source code (if applicable), and documentation. The rights granted include, without limitation, the unrestricted utilization, marketing, alteration or other commercial exploitation of the

Work Results by the Ordering Party, and in particular, the right to duplication, distribution, exhibition, presentation and performance as well as the right to the reproduction via image and sound storage media.

If it has arisen, the right of use to each individual Work Result shall be granted to the Ordering Party at the end of Contractor's working day. The right of use shall be granted to the Ordering Party no later than the date on which the agreed activity ends. The aforesaid granting of usage rights shall also apply to the extent that the manner of use is not yet known at the time of conclusion of the Order.

- (2) With respect to existing products (integrated into the Work Results or otherwise required to use the Work Results) or Standard Software (if any) including the corresponding documentation, the Supplier grants the Ordering Party the non-exclusive usage right ("einfaches Nutzungsrecht"), unlimited in content, time and geographical scope for all usage types, transferable within the DTAG Group, for internal use and service performance to the customers of the DTAG Group which also include any person working for DTAG Group in DTAG Group premises. Furthermore, the Ordering Party may at any time obtain further licenses with the same rights of use.
Supplier shall inform the Ordering Party in advance with regard to such existing products.
- (3) Ordering Party shall be entitled but not obliged to use and exploit the works. Furthermore, the Ordering Party shall be entitled but not obliged to name the author of the works on or in connection with the works.
- (4) Unless agreed otherwise in writing, all fees for any rights granted to the Ordering Party as stipulated in this Section 11 shall be included in the remuneration agreed upon in the relevant Order.

12. Third Party Intellectual Property Rights, Indemnities, Supplier Covenant

- (1) Supplier guarantees that:
 - (i) the Contractual Deliverables will not infringe any third party Intellectual Property Right nor will any such Intellectual Property Right prevent the use of the Contractual Deliverables as contemplated by this Agreement and the respective Order(s);
 - (ii) no additional licenses, permissions, or consents with regard to any such Intellectual Property Right (including payments to collecting societies) are needed for the Ordering Party, its Affiliates and customers, as the case may be, with regard to the use of the Contractual Deliverables as contemplated by this Agreement and the respective Order(s); and
 - (iii) the originator of the Intellectual Property Rights embedded in the Contractual Deliverables will not claim his moral rights vested in any such right, e.g. his right to access or being named as the originator, to the extent possible under the respective laws.
- (2) Supplier shall fully indemnify and hold harmless the Ordering Party (in the following incl. their representatives, employees and agents) from and against all damages (including losses) and expenses (including costs and charges) arising from any and all actions and demands suffered or incurred by the Ordering Party arising from any infringement or alleged infringement of any third party Intellectual Property Right or any of the guarantees set out above. For the avoidance of doubt, such infringement or alleged infringement includes:
 - (i) any indirect and/or contributory infringement; and
 - (ii) any act of infringement and/or alleged infringement under the doctrine of joint tortfeasorship.

In the event of contributory infringement, Supplier shall be responsible pro rata according to its contribution to the infringement.

- (3) Supplier will have no liability or obligation to indemnify the Ordering Party with regard to any third-party infringement claim if the infringement is solely caused by:
- (i) a modification of the Contractual Deliverables by the Ordering Party without the consent of Contractor; or
 - (ii) the combination of the Contractual Deliverables with other products which is not set out in the Specification and which is not foreseeable for Supplier with regard to the intended use of the Contractual Deliverables.
- (4) Each party shall promptly notify the other party of any claim of said third party Intellectual Property Rights made or threatened against the other party and/or if it becomes aware of any infringement or potential infringement of any third party Intellectual Property Rights in the Contractual Deliverables. The parties shall attempt to reach a joint defence agreement ("JDA") against the claim as soon as they become aware of such claims. Such JDA shall include the Ordering Party's right to have access to any confidential litigation information subject to any protective order by the courts, if it exists, as well as to any other information related to the claim. The Ordering Party shall provide Supplier with (a) sole control and authority over the defence thereof with respect to the Contractual Deliverables with DTAG and/or the Ordering Party being entitled to participate in the defence at Contractor's expense; and (b) all available information, assistance, and authority reasonably necessary to defend any such claim or action. Notwithstanding the foregoing, both Supplier and the Ordering Party shall use best efforts to mitigate the damage to the Ordering Party as far as reasonably possible in accordance with § 254 II German Civil Code (BGB).
- (5) If the use of the Contractual Deliverables or parts thereof is prohibited by a court decision or if, in the reasonable opinion of Contractor, a lawsuit on the grounds of infringement of Intellectual Property Rights is imminent or has been filed, Supplier shall – in addition to its other obligations under this Section 12 – at its discretion and expense either:
- (i) modify or replace such Contractual Deliverables or parts thereof to avoid the infringement or alleged infringement of the third party Intellectual Property Rights but in such a way that the modified or replaced deliverables comply in all aspects with the Specifications and other requirements of this Agreement and the Order in relation to the Contractual Deliverables; or
 - (ii) obtain for the Ordering Party the right to continue using the Contractual Deliverables as contemplated by this Agreement and the respective Order.

In case a claim or an information (e.g. a letter pointing to certain patents) is based on a Standard Essential Patent or an alleged Standard Essential Patent, Supplier shall take all reasonable measures to defend DTAG and the Ordering Party(s) against the third party's claim or information (including but not limited to declaring the willingness to obtain a license, making a license offer, asserting non-infringement or patent exhaustion, or bringing a nullity action) in order to fully preserve all rights of and for DTAG and its Affiliates for all countries in which DTAG and its Affiliates operate, including but not limited to taking all necessary steps to prevent that the third party can be in a position to request an injunction or similar legal remedy hereby meeting all legal requirements which can reasonably be expected from Supplier to achieve such objective. "Standard Essential Patent" shall mean patent(s) that are essential to make, use, and sell the Contractual Deliverables which comply with the formal technical standards as promulgated by standard setting organizations that are recognized internationally by industry professionals (like GSMA, ETSI, DIN, etc.). Supplier is in particular obliged – as the case may be – (i) to make an offer to the claiming third party which is in accordance with the principles laid down in the decision of the European Court of Justice with the file

number C-170/13 (re Huawei vs. ZTE) and any subsequent decisions thereto in accordance with the practise and case law of the competent national courts and which can be used in court proceedings (if legally necessary on behalf of DTAG or the Ordering Party), or (ii) to file an action against such third party to obtain such licenses.

In case Supplier is unable to obtain all necessary licenses for Standard Essential Patents (which the claim is based upon) within the time period as required by practise and case law of the respective court, but in any case within no more than six months after having received notification of the claim as set out in Sub-Section 4 above, DTAG and/or the Ordering Party shall, at the expense of Contractor, have the right to try to obtain these licenses directly from the third party on FRAND (fair, reasonable and non-discriminatory) terms and Supplier shall reimburse DTAG or the Ordering Party, as the case may be, any such FRAND license fees paid; the Ordering Party – observing confidentiality provisions – will keep Supplier informed regarding the licensing conditions. If Supplier considers the license fee not being FRAND, Supplier is entitled to prove that a lower license fee is in accordance with FRAND conditions; in such a case Supplier shall only pay the proven FRAND amount of the license fee and if Supplier has already paid the full amount, the non-FRAND part of the license fee shall be reimbursed to Contractor.

For the avoidance of doubt, this Sub-Section 5 is also applicable in cases of preliminary injunctions and border seizures initiated by third parties.

- (6) If Supplier fails to terminate the infringement of third party Intellectual Property Rights by implementing the alternatives (i) or (ii) of Sub-Section 5 above or – under the conditions set out above – by obtaining all necessary licenses in case of Standard Essential Patents within a reasonable period of time defined by DTAG and/or the Ordering Party, the Ordering Party shall be entitled at its own discretion to rescind the respective Order and claim damages accordingly.
- (7) **Supplier Covenant**
Supplier hereby irrevocably covenants to DTAG and its Affiliates, without payment of any additional fee or royalty, that it will not initiate any legal proceedings against DTAG and its Affiliates with respect to any products and services delivered by a third party (including, but not limited to, competitors of Contractor) to DTAG or its Affiliates and which Supplier considers to infringe Supplier's Intellectual Property Rights ("Covenant not to Sue"). This instrument is a covenant not to sue, and not a release. Supplier remains free to act against such third party and seek before the courts all necessary remedies and start all kinds of legal actions to have the infringement solved and/or stopped, even if such actions would result in a court decision affecting the business of DTAG and its Affiliates.

The Covenant not to Sue shall also apply to any Contractual Deliverables that have been delivered or provided by Supplier to DTAG or any of its Affiliates in case Supplier has assigned, sold, leased, encumbered, licensed, sublicensed, or otherwise transferred or granted any right in, to or from any Intellectual Property Rights related to the Contractual Deliverables to a third party (including, but not limited to a non-practicing entity) after the delivery or the provision of such Contractual Deliverables.

In case Supplier considers DTAG's or an Affiliate's own products, developed by DTAG/an Affiliate or on behalf of DTAG/an Affiliate, to infringe Intellectual Property Rights of Contractor, the parties shall first discuss and use best efforts to amicably settle this matter before entering into any court proceedings. Supplier shall refrain from seeking injunctive relief against DTAG or an Affiliate.

This Covenant not to Sue shall be binding upon, and inure to, Contractor, its successors in law and successors in title of such Intellectual Property Rights, assigns and executors, administrators, and personal representatives.

In the event that, after the effective date of this Agreement, Supplier assigns, sells, leases, encumbers, licenses, sublicenses, or otherwise transfers or grants any right in, to or from any Intellectual Property Rights to a third party, Supplier guarantees to make sure that said third party will be bound by the Covenant not to Sue in the same way as outlined in this Section.

- (8) **Liability, Time-Barring**
The limitations on liability set out in this Agreement shall not apply to this Section. Any claims subject to this Section shall become time-barred in accordance with the statutory provisions two years after DTAG and the Ordering Party got positive knowledge of such claim.

13. 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 the Ordering Party 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 14 remain unaffected hereby. In addition, the Parties may specify – subject to given business needs – within a reasonable time period after the effective date of these EB ICT Services 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.
- (3) If within a reasonable time period after the receipt of the notification the Ordering Party informs the Supplier that it has justified doubts regarding the involvement of a particular subcontractor, the Ordering Party 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.
- (4) 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 subcontractors 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 3.12 shall remain unaffected.
- (5) 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.
- (6) 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.

14. Confidentiality, data protection

- (1) Both parties hereby undertake to treat as confidential all information of the other party which they become aware of through their business relationship which is not generally available; such information shall not be used for their own or third parties' purposes. This duty to maintain confidentiality shall not apply within Deutsche Telekom Group.
- (2) If Confidential Information is requested to be disclosed by rule, court, law, state, agency or political subdivision thereof having jurisdiction, the receiving Party must (a) inform the disclosing Party as far as legally possible and as soon as it is aware that such disclosure is required and (b) give the disclosing Party opportunity to verify the necessity of such disclosure and to approve it or take legal action to prevent the disclosure. However, in no event shall the disclosure of Confidential Information to a demanding authority as described above be a breach of the obligation of confidentiality according to this Agreement. In addition, the disclosing Party shall not be anyhow responsible for any use of the Confidential Information by the demanding authority as described above.
- (3) The receiving party shall not disclose the Confidential Information to third parties without the disclosing party's prior written consent and shall keep the Confidential Information under security conditions no less rigorous than those used for Confidential Information of the receiving party of equivalent sensitivity, and in any event, take reasonable precautions for its safe custody. Affiliates shall not be deemed to be third parties in this respect but shall nevertheless keep confidentiality as agreed hereunder. The parties shall have the right to disclose Confidential Information on a need-to-know basis to their employees, representatives, contractors, consultants, and Supplier Affiliated Companies if the respective party disclosing the Confidential Information has entered into an agreement with the aforementioned containing confidentiality provisions equivalent to those herein and furnish proof thereof if requested by the other party. The party disclosing the Confidential Information as described above is liable towards the other party for any breach of the confidentiality obligations by any of the aforementioned including their Affiliates.
- (4) Supplier undertakes to maintain telecommunications secrecy and warrants to the Ordering Party that they shall duly observe their obligations under all applicable data protection legislation, particularly the GDPR.
- (5) All documentation made available to Supplier by the Ordering Party for the service provision shall remain the Ordering Party's property and upon the Ordering Party's request, Supplier shall return or destroy the documentation together with any and all copies made. Duplicates of documents in electronic media and on data carriers that cannot be surrendered must be deleted or rendered permanently unusable by Contractor. This shall also apply in the event of termination of the Agreement. Supplier shall not have any right of retention, irrespective of the legal grounds.
- (6) Supplier undertakes to explicitly and verifiably inform its employees, agents, and subcontractors that the Ordering Party may collect and process the following personal data on them for the purposes of guaranteeing statutory regulations and its legitimate business interests: title, surname, first name, date of birth, street, zip code, city, and country. The following information may also be collected on employees, vicarious agents, and subcontractors of Supplier who require a work or residence permit as per applicable German and European law in order to take up work in Germany: validity period of the work permit and/or residence permit, restriction of weekly working hours as per the work permit, restriction of place of deployment as per the work permit, restriction of duties/position as per the work permit.
- (7) Supplier may pass on to third parties or publish work results from this Agreement and any information about such results

only after obtaining the prior written consent of 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.

- (8) Any mention of the Ordering Party as a reference shall require the Ordering Party's prior express written consent. Once granted, this consent shall continue to be valid until it is withdrawn. the Ordering Party shall be entitled to withdraw such consent at any time without notice and without stating the reasons.
- (9) If personal data is transferred by the Ordering Party to Supplier and is processed by Supplier as part of its activities, Supplier undertakes, at the request of the Ordering Party, to acknowledge the agreement specified by the Ordering Party regarding the commissioned processing of personal data (ADV).
- (10) The above obligations shall continue to apply after the Agreement has expired.

15. Ban on deployment

- (1) Contractor's attention is expressly drawn to the fact that retired civil servants who leave Deutsche Telekom Group through an early retirement regulation are strictly forbidden from undertaking any further work for Deutsche Telekom Group, whether directly or indirectly. This also applies in principle to former employees of Deutsche Telekom Group for a period of 15 months following termination of their employment contract if they received a financial settlement in connection with the termination. If the Ordering Party's Procurement unit has not already issued a written exclusion in advance in the specific instance, a general deployment ban shall exist in addition for current employees of Deutsche Telekom Group.
- (2) Against this background, Contractor, in turn, undertakes to ensure that in providing its service to the Ordering Party, the retired civil servants stated in paragraph 1 or staff as defined by paragraph 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 paragraph 1 are deployed as subcontracted work or service providers or as temporary workers lent to units of Deutsche Telekom Group.
- (3) In the event of a violation of the provisions of this Section 15, the Ordering Party shall be entitled to terminate the contractual relationship for cause. Furthermore, the Ordering Party expressly reserves the right to assert claims for compensation and damages in this respect.

16. Termination

- (1) The Ordering Party may terminate any Order by giving weeks' notice.
- (2) If the Ordering Party terminates the Order and specific calendar days (already specified in the Order) or hours within these calendar days have been requested during which the services are to be provided, only those calendar days or hours which are included in the period until the 2-week notice period expires and for which services have actually been provided shall be paid for.
- (3) If the calendar days or the hours within these calendar days during which the services are to be provided have not yet been specified in the Order and instead the Ordering Party has requested services from a volume-based daily/hourly allotment specified in the Order as required within a time period defined in the Order, merely the days/hours that have been requested and during which services have been performed up to the time the 2

week notice period expires shall be paid for. Supplier shall not be entitled to request and/or pay further daily/hourly rates, for example as part of a "pro rata regulation."

- (4) The right to terminate the Agreement for cause without notice ("fristlose Kündigung aus wichtigem Grund") shall remain unaffected.
The right to terminate the Agreement for cause shall, in particular, be permissible if a project agreement with the Ordering Party's client, for whom the services are required, is ended prematurely.
the Ordering Party shall also be entitled to terminate the Agreement for cause if Supplier (and/or their subcontractors) do not meet the requirements of any applicable Minimum Wage legislation.
Furthermore, any Order may be terminated by Ordering Party without notice at any time and as far as legally possible with regards to the applicable law:
 - i) if Supplier ceases to carry on its business or the part of its business which relates to the contractual services;
 - ii) if an application to open insolvency proceedings with regards to Supplier is made;
 - iii) if proceedings have been opened or a resolution passed for the dissolution, liquidation or winding up of Supplier whether voluntary or otherwise (otherwise than for the purposes of a solvent amalgamation or reconstruction); or
 - iv) if anything, analogous to the foregoing occurs in the applicable jurisdiction.

17. Assignment of claims

- (1) Contractor's claims against the Ordering Party may be assigned only with the express written consent of the Ordering Party's contracting unit.
- (2) the Ordering Party shall be entitled to assign the rights and obligations arising from this Agreement or any Order in whole or in part to an affiliated company pursuant to Section 1 (1) without Contractor's consent. §345a of German Commercial Code shall apply.

18. Offset

- (1) 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.
- (2) Supplier may only offset claims that are undisputed or legally enforceable.

19. Artificial Intelligence (AI)

- (1) Contractor shall inform Ordering Party free of charge and in advance about any AI-Systems used for the Contractual Deliverables, in accordance with applicable law (e.g. Regulation (EU) 2024/1689). Section 3(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).

20. Final provisions

- (1) The place of performance shall be the place of destination indicated by the Ordering Party.
- (2) These EB and any Orders or other agreements made in reference hereto as well as any claims, rights and obligations arising therefrom shall be governed by the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, any conflict of law rules and any standards that reference other laws.
- (3) 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 with jurisdiction at Contractor's principal place of business.
- (4) If the English or American legal meaning of the provisions of the Agreement differs from the German legal meaning of the provisions of the Agreement, the German legal meaning shall prevail. Any reference to "statutory rights" or "statutory provisions" or "the law" or similar wording shall be deemed to be a reference to the governing law.
- (5) If individual provisions of this Agreement or an Order are or become invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions. In such case, the Parties undertake to replace the invalid or unenforceable provision by a valid and enforceable provision coming as close as possible to the economic purpose and intent of the invalid or un-enforceable provision. The same shall apply in case of an unforeseen gap in the Agreement or an Order.