

Terms of use for the Deutsche Telekom One.Source 2.0 platform

1. Subject matter and user requirements

- (1) The General Terms and Conditions stated herein govern the use of the One.Source 2.0 platform which is provided by Deutsche Telekom. Subject to the present Terms and Conditions, One.Source 2.0 offers the bidder and users authorized by the said bidder technical capabilities and rights to access and avail of the functions of a software application via the Internet. The said software application is operated on a server of Ivalua (France) on behalf of Deutsche Telekom.
- (2) The communications connections needed to use the platform (e.g. Internet access) and the equipment or other technical prerequisites needed on the bidder's premises (e.g. browser) are not the subject matter of these General Terms and Conditions and must be provided by the bidder at their own expense.
- (3) The bidder must agree to these Terms and Conditions in order to be able to use the One.Source 2.0 platform for a specific eAuction/RFx. To this effect, the bidder shall be sent a user-specific "user name" and "password". With the help of this information, the bidder can gain access to the One.Source 2.0 platform and subsequently participate in the relevant eAuction/RFx. Following approval, the platform will be activated for the respective bidder for the duration of the eAuction/RFx

2. Functionalities and free service

- (1) Bidders may contact the One.Source 2.0 Customer Support of DTAG.
- (2) Bidders may use the One.Source 2.0 platform for free.

3. Relationship between bidders, Deutsche Telekom and purchasing companies

- (1) The legal right to participate in an eAuction/RFx shall be established exclusively between the purchasing company and bidder participating in the eAuction/RFx.
- (2) Deutsche Telekom shall not be responsible for the content created by the purchasing company or the bidder participating in the eAuction/RFx. In this respect, Deutsche Telekom's activities shall be limited solely to providing the technical requirements for establishing contact between the purchasing company and the bidder participating in the eAuction/RFx by using the software application.
- (3) Deutsche Telekom does not guarantee unrestricted access to or trouble-free use of the One.Source 2.0 platform. Claims for damages arising from a breakdown or malfunction of the platform are therefore excluded.

4. Right of use

- (1) The bidder and users authorized by the said bidder shall obtain the non-exclusive, payment-free, non-transferable right to access the One.Source 2.0 platform via the Internet and to use the corresponding functionalities thereof with the help of a commercially available browser. This right shall be limited for the period of a particular eAuction/RFx. Additional rights of use, especially to the "One.Source 2.0 platform" software application, are not granted.
- (2) The bidder and users authorized by the said bidder are not entitled to use, allow third parties to use or make accessible to third parties the One.Source 2.0 platform for purposes other than those specified in the present Terms and Conditions.

5. Data privacy

- (1) Personal data collected, processed and used by the Deutsche Telekom Group are for purposes of providing offers, service descriptions and contractual agreements and are in accordance with the relevant legal regulations. If required, the data may also be processed overseas and by Subcontractors, depending on the specific purpose.
- (2) Insofar as no statutory provision expressly allows or requires further processing, personal data shall be deleted or rendered anonymous after they have served their intended purpose. In case of mandatory legal provisions for data storage/retention, the relevant data shall be blocked and rendered inaccessible in every case.

6. Duties and obligations of the bidder

(1) The bidder shall, in particular:

- a) ensure that, by their acts and/or omissions, all commercial property rights and copyrights are observed (e.g. when placing text and data of third parties on Deutsche Telekom servers);
- b) ensure that no third party has access to the “user name” and “password” granted to the said bidder and, in the event that said bidder has any doubts or suspects that unauthorized third parties may have knowledge thereof, to personally change or request Deutsche Telekom to change said “user name” and “password” forthwith.
- c) refrain from improperly using the eAuction/RFx One.Source 2.0 platform or allowing it to be improperly used, in particular not to convey information that is illegal or in violation of accepted moral standards, or refer to information that incites hatred against segments of the population, leads to criminal offences or glorifies or trivializes violence, is sexually offensive or pornographic, is apt to seriously endanger the moral welfare of children or youths or affect their general welfare, or could damage the reputation of Deutsche Telekom;
- d) refrain from attempts to retrieve information or data without authorization, either themselves or through third parties, or intervene or have another party intervene in programs operated by Deutsche Telekom, or to penetrate Deutsche Telekom data networks without authorization;
- e) indemnify Deutsche Telekom against all third-party claims based on unlawful use of the One.Source 2.0 platform by the said bidder or with said bidder’s approval or claims arising, in particular, from data privacy, copyright or other legal disputes in connection with the bidder-specific use of the One.Source 2.0 platform. If the bidder realizes or can be expected to realize that a violation of this type is about to occur, said bidder shall be obligated to notify Deutsche Telekom without undue delay.
- f) commit users authorized by said bidder to abide by the Terms and Conditions of use of the One.Source 2.0 platform;
- g) shall provide Deutsche Telekom with the names of all users of the One.Source 2.0 platform authorized by said bidder;
- h) maintain confidentiality of the content of the communications and the agreement and to comply with the applicable laws on data privacy.

(2) In the event of a breach of these Terms and Conditions, Deutsche Telekom is entitled to deny the bidder and users authorized by said bidder access to the One.Source 2.0 platform and the data available therein. Access shall be restored only if the violation of the essential obligation concerned has been permanently rectified or the danger of repeated violation has been ruled out by submitting to Deutsche Telekom an appropriate cease-and-desist declaration containing a contractual penalty clause stating that such violation will no longer occur.

7. Liability

Deutsche Telekom’s liability is excluded insofar as no mandatory liability is stipulated by law.

8. Termination

The bidder’s right to use the One.Source 2.0 platform in accordance with these Terms and Conditions shall end automatically following the conclusion of each eAuction/RFx or by virtue of relevant instructions issued by the purchasing company on terminating the eAuction/RFx. The time at which an eAuction/RFx ends shall also be determined by the purchasing company concerned. In addition, the bidder’s right of use shall also end in the event of a denial of access as per section 6.2 or on the basis of an order issued by the purchasing company.