



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 Contractor (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. The ordering group company shall hereinafter be referred to as "Customer."
- (2) Contractor shall offer Customer 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 Customer shall be legally valid. Orders shall be made without any purchase or call-off obligation; any volumes specified shall only be estimations and Contractor 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 Customer 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 Customer, 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 "ScoC"; 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 Contractor and Customer 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) Contractor 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. Contractor shall take all measures required to avoid and sanction any instance of active or passive corruption, both in the public and private sector Contractor 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"). Contractor 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. Contractor shall furthermore provide to Customer all necessary information to enable Customer to fulfil all obligation that may apply for the Customer as (re)seller or distributor of the Services.
- (2) Contractor undertakes to immediately notify Customer 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 Contractor 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 Contractor 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 Customer's security sensitive sites, the Contractor shall ensure that only staff who have passed the security check are employed in accordance with the Security Clearance Check Act (Sicherheitsüber-

prüfungsgesetz) in Germany or a comparable security clearance check elsewhere.

- (5) The Contractor 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 Customer in writing. Contractor shall indemnify Customer against any and all claims in connection with minimum wage payments; including any fines incurred. It shall also immediately inform Customer if there are reasons to suspect that it or one of its subcontractors are violating statutory minimum wage requirements.
- (6) Contractor shall adhere to Customer's requirements for quality management, environmental protection, and information security. To the extent that this is requested in a specification, Contractor (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) Contractor 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. Contractor 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 Contractor 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 Contractor shall provide all reasonable assistance.
- (8) Customer and Contractor shall appoint contacts with decision-making authority to ensure the professional and timely performance of Orders.
- (9) Contractor shall be obligated to immediately notify Customer's Procurement units, without being asked to do so, if Contractor 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 Contractor not meet this obligation to provide information, the Customer 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) Contractor only shall assign suitably qualified staff to perform the contractual obligations. Where requested in the relevant request for quotations, Contractor shall submit to Customer 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) Contractor 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, Customer'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 Customer becomes aware of the defect of title through other means.
- (7) The unconditional payment of the invoiced amount by the Customer 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) Contractor shall provide the contractual services independently and on their own responsibility.
- (2) In principle, Contractor 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 Customer or a third party, Contractor 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) Contractor shall be solely responsible for issuing instructions to their employees and any subcontractors they deploy. Contractor shall be free to organize the service provision and the allocation of time for their activities. However, to the extent required by the project, Contractor shall coordinate with others involved in the project in order to meet agreed upon deadlines.
- (4) Contractor undertakes to independently and properly tax the remuneration received from Customer in compliance with all relevant tax laws.
- (5) If employees, vicarious agents, and subcontractors are deployed, Contractor shall ensure that all necessary official approvals (e.g., work permit and residence permit) have been obtained. Contractor shall indemnify Customer from any legal consequences resulting from failure to comply with this requirement.
- (6) Contractor undertakes to align any software tools to be used by him for the provision of services in advance with Customer.
- (7) Customer shall make available to Contractor (where necessary to provide the service) all information and documentation that is required and which is available to them.
- (8) Contractor shall be obligated to notify Customer at any time of the status of the work.
- (9) If Contractor realizes that they cannot meet the agreed completion dates, they shall immediately notify the Customer 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) Contractor shall be fully responsible for the deployment and performance of their staff in connection with the provision of services. When working at Customer's facilities, Contractor shall be obliged to ensure that their staff handle Customer'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 Contractor 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 Customer, should these employees be simultaneously involved in projects for Customer 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), Contractor 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 Customer provides written consent for such work to be carried out. Such consent shall not be unreasonably withheld. The above obligation of Contractor 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) Contractor 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. Contractor shall support the third party during the review and grant access to all necessary information and records. Should the review determine that Contractor does not comply with their obligation hereunder, Contractor 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 Customer. 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.
- (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, Customer reserves the right to return the outstanding invoice in order for Contractor 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 Customer 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:

Customer shall make payments without Contractor 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. Contractor shall receive a credit note report from Customer 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) Contractor undertakes to independently and properly tax the remuneration received from Customer 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, Contractor 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, Contractor 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 Contractor 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, Contractor 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 Contractor 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 Contractor 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 Contractor may be subject to European, German, U.S., or other national laws and regulations. Contractor is responsible for ensuring compliance with all applicable regulations in connection with the provision of the Services.
- (2) Contractor 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 Contractor 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, Contractor 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 Customer 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 Customer may reserve the right to apply the contractual penalty until the final payment has been made.

11. Rights of use

- (1) If Contractor 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 Contractor 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 Contractor 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. Contractor 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 Customer as stipulated in this Section 11 shall be included in the remuneration agreed upon in the relevant Order.

12. Third party rights

- (1) Contractor 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) Contractor 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, Contractor shall be responsible pro rata according to its contribution to the infringement.

- (3) Contractor 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 Contractor 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 Contractor 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 Contractor 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, Contractor 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, Contractor 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 Contractor 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.). Contractor 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 Contractor 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 Contractor 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 Contractor informed regarding the licensing conditions. If Contractor considers the license fee not being FRAND, Contractor is entitled to prove that a lower license fee is in accordance with FRAND conditions; in such a case Contractor shall only pay the proven FRAND amount of the license fee and if Contractor 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 Contractor 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**
Contractor 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 Contractor considers to infringe Supplier's Intellectual Property Rights ("Covenant not to Sue"). This instrument is a covenant not to sue, and not a release. Contractor 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 Contractor to DTAG or any of its Affiliates in case Contractor 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 Contractor 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. Contractor 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, Contractor 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, Contractor 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 commissioning of a subcontractor (including external consultants and freelancers) shall require the written consent of Customer; such consent may be refused without reason. The Contractor must indicate preferred subcontractors by including their name, company details and employment status in the quotation. Affiliates of the Contractor shall be considered subcontractors according to this Section 13.
- (2) Should Contractor wish to employ a subcontractor, Contractor must indicate their margin in this respect in its offer. In the case of subcontracting without the consent of Customer, Customer shall be entitled to reduce the agreed compensation by Contractor's margin.
- (3) For the avoidance of doubt, the consent of Customer to subcontracting shall in no way be construed as permission for the respective subcontractor to arrange further subcontracting on their part. Any further subcontracting shall require the explicit written consent of Customer. Furthermore, the provisions of this Section 13 shall apply accordingly to any further subcontracting— in particular so that the margin and contractual transparency as well as the ban on competitive restrictions must cover the entire chain of subcontracting. Deployed consultants who are not employees or employees of Contractor or a subcontractor ("freelancers") hired on a temporary basis shall also be deemed subcontractors within the meaning of these EB ICT Services and shall expand the same chain. Such status of the consultant shall be referred to in the offer.
- (4) An Order shall not constitute an employment contract between Customer and any person employed by Contractor or a subcontractor. Contractor and its subcontractors shall be responsible for all employer obligations that are imposed on them due to public regulations, by an authority due to public regulations, or by an authority as a result of performing an Order and in respect of Contractor's taxable income. Furthermore, Customer shall not be liable for any salaries, travel expenses, personal taxes, social insurance contributions, and insurance premiums, etc. in relation to

employees or consultants of Contractor or their subcontractors. Contractor shall indemnify Customer from any liability and hold Customer harmless from any action or omission that violates this obligation.

- (5) If Customer grants their consent to subcontracting, Contractor shall ensure that all subcontracts awarded under the relevant Order are organized in such a manner that the Contractor is fully able to meet their obligations toward the Customer.
- (6) Contractor shall submit their standard contracts, that they use with their subcontractors, to Customer for its information. In any case, Contractor shall not conclude any agreements with their subcontractors that forbid the subcontractors from concluding an agreement, either directly or indirectly, with Customer following completion of the subcontracting relationship.
- (7) Contractor's liability shall remain unaffected by the subcontracting, by the information on the structure of the subcontracting relationship, or by the consent thereto by Customer.
- (8) Customer shall be entitled to check the correctness of Contractor's margins specified in the respective individual Order by means of direct contact of the subcontractor. In this regard, Contractor undertakes to release the subcontractor from their confidentiality obligations to the required extent. Contractor, at Customer's request, shall disclose the agreement with the subcontractor for random inspection of the above-mentioned margins.

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) Contractor undertakes to maintain telecommunications secrecy and warrants to Customer that they shall duly observe their obligations under all applicable data protection legislation, particularly the GDPR.
- (5) All documentation made available to Contractor by Customer for the service provision shall remain Customer's property and upon Customer's request, Contractor 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. Contractor shall not have any right of retention, irrespective of the legal grounds.
- (6) Contractor undertakes to explicitly and verifiably inform its employees, agents, and subcontractors that Customer 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 Contractor 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) Contractor 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 Customer.
- (8) Any mention of Customer as a reference shall require Customer's prior express written consent. Once granted, this consent shall continue to be valid until it is withdrawn. Customer shall be entitled to withdraw such consent at any time without notice and without stating the reasons.
- (9) If personal data is transferred by Customer to Contractor and is processed by Contractor as part of its activities, Contractor undertakes, at the request of Customer, to acknowledge the agreement specified by Customer 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 Customer'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 Customer, 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, Customer shall be entitled to terminate the contractual relationship for cause. Furthermore, Customer expressly reserves the right to assert claims for compensation and damages in this respect.

16. Termination

- (1) Customer may terminate any Order by giving weeks' notice.
- (2) If Customer 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 Customer 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. Contractor 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 Customer's client, for whom the services are required, is ended prematurely. Customer shall also be entitled to terminate the Agreement for cause if Contractor (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 Contractor 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 Contractor is made;
 - iii) if proceedings have been opened or a resolution passed for the dissolution, liquidation or winding up of Contractor 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 Customer may be assigned only with the express written consent of Customer's contracting unit.
- (2) Customer 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) Contractor 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 Customer.

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

19. Final provisions

- (1) The place of performance shall be the place of destination indicated by Customer.
- (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 Customer's principal place of business. Customer 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.