

General Terms and Conditions IT Services.

1 Parties to the agreement

The agreement is concluded between T-Systems International GmbH, a company of Deutsche Telekom AG (hereinafter referred to as Telekom), Hahnstraße 43d, 60528 Frankfurt am Main, Germany (registered with Frankfurt am Main District Court HRB 55933) and the customer.

2 Subject matter of the agreement

2.1 The subject matter of the agreement is specified in these General Terms and Conditions (GT&C) and the provisions of the relevant contractual documents (such as proposals, Service Specifications, and order confirmations). These shall regulate the provision of IT services by Telekom to the customer.

2.2 These General Terms and Conditions shall apply exclusively. Conditions from the customer shall not be part of the contents of the agreement, even if Telekom does not explicitly object to them.

3 Agreements and proposals

3.1 Dates or deadlines for the delivery of goods and the performance of services stipulated in agreements shall be binding only if they have been designated as such in writing by Telekom.

3.2 All proposals from Telekom shall be subject to change. Telekom reserves the right to deviate slightly from the proposal for technical reasons even after the proposal has been accepted by the customer.

4 Services provided by Telekom

4.1 The services provided by Telekom shall be taken from the relevant product-specific Service Specifications.

4.2 If, according to the Service Specifications, IT infrastructure or software is part of the scope of service, this shall remain the property of Telekom.

4.3 Telekom shall be entitled to provide the services by subcontracting work to third parties (subcontractors). Telekom shall be liable for any services provided by subcontractors to the same extent that it is liable for its own actions.

4.4 Telekom or subcontractors commissioned by Telekom shall render the services agreed in the Service Specifications in countries within the European Union, unless stipulated otherwise. Telekom or subcontractors commissioned by Telekom may also transfer the place of service provision to countries outside the European Union at its own discretion, provided the customer does not suffer any significant disadvantages as a result.

4.5 Telekom shall inform the customer of the planned relocation of services to countries outside the European Union that are not stated in the Service Specifications. If the customer fails to inform Telekom of serious reasons for not permitting a relocation within a period of four weeks after receiving notification of the relocation, the customer's consent to this relocation shall be deemed granted.

4.6 The service transfer points defined in the Service Specifications shall be deemed the place of performance. If no service transfer point is agreed, the location where the relevant service is rendered shall be deemed the place of performance.

5 The customer's duties to cooperate

5.1 In particular, the customer shall have the following duties to cooperate:

a) The customer shall ensure that sufficient funds are available in the agreed debit account and, if making payments by credit card, that his credit card details provided upon registration are kept up to date.

b) The customer shall not make improper use of the services provided, in particular

- the customer shall not send any legally prohibited and unsolicited information, material, or other services, including unrequested and unsolicited advertising by e-mail, fax, telephone or text message, or illegal dialer programs. In addition, the customer shall not transmit or post on the Internet

any information that is illegal or in violation of accepted moral standards, nor may reference to such information be made;

- the customer shall observe national and international copyrights, trademark, patent, and name rights, as well as other industrial rights and the right to privacy of third parties. If the customer seriously violates any of his obligations specified in Item 5.1 (b) above, Telekom shall be entitled to bar access to the relevant service at the customer's expense. In this case, the customer shall still be required to pay the monthly charges.

c) The customer shall back up his data once a day in a suitable form, so that it can be recovered at reasonable cost, unless Telekom has contractually undertaken to back up the data.

d) Telekom and its agents shall be indemnified against all claims by third parties that are based on the illegal use of contractual services from Telekom and the services associated herewith by the customer or with his consent. If the customer realizes or can be expected to realize that a violation of this type is about to occur, he shall be obligated to notify Telekom without undue delay.

e) In the event of personal data being processed on behalf of the customer (commissioned data processing), the customer shall be responsible for concluding the corresponding agreement with Telekom. Telekom shall enable the customer to conclude an agreement for commissioned data processing with Telekom.

f) If Telekom is to process sensitive data in the meaning of Article 9 of the General Data Protection Regulation (GDPR), the customer shall notify Telekom of this in writing without undue delay.

g) Any costs incurred by Telekom when checking its equipment following submission of a fault report shall be reimbursed if the fault was not in Telekom's equipment and this could have been recognized by the customer if he had made a reasonable effort to find the fault.

h) Personal access data (user ID, password) shall not be provided to third parties and shall be kept in a location that is protected against third-party access. For security reasons, the data must be changed upon first-time use of the service and then at regular intervals. If there is reason to suspect that the access data has been disclosed to unauthorized persons, the customer must change this data immediately.

i) Other duties for the customer to cooperate may arise from the relevant Service Specifications.

5.2 If and to the extent that the customer or one of the users does not fulfill his duties to cooperate, does not fulfill them properly, or fails to fulfill them on time, and thus impairs service provision by Telekom, Telekom shall be exempt from the obligation to provide the services in question, in particular from compliance with the relevant service level as well as from any binding dates and milestones agreed hereunder. Telekom shall nevertheless endeavor to provide the services as contractually agreed. Any agreed deadlines, dates, and milestones shall be suspended; if the cooperative duty is subsequently fulfilled, they shall be extended by a reasonable period or postponed.

Non-fulfillment in this respect shall not be regarded by the customer as a violation of this agreement and shall not entitle the customer to terminate this agreement. The customer shall reimburse to Telekom any costs, damage, and additional charges incurred as a result of a failure to fulfill his cooperative duties, failure to fulfill them properly or failure to fulfill them on time.

6 Use by third parties

Subletting of all or parts of the IT infrastructure or other assignment of use to third parties shall be admissible only with the approval of Telekom. Such approval may be refused only for good cause. It shall only apply in an individual case. Telekom reserves

the right to withdraw consent for legitimate reasons.

7 Rights of use to software

7.1 Granting of rights of use by the customer to the software provided
The customer shall grant to Telekom the non-exclusive, non-transferable right, which may however be sublicensed to subcontractors, but shall be restricted in place to the location of the particular IT infrastructure and in time to the term of this agreement, to use the software deployed by the customer on the IT infrastructure provided, or individual elements thereof (including photographs or trademarks, etc.) and the data and content stored by the customer on the IT infrastructure provided in the course of performing the contractual duties, in particular to duplicate it. Duplication and use of the copies made shall be permissible principally for security and backup purposes.

If Telekom hosts an Internet website for the customer, the customer shall also grant to Telekom the non-exclusive, non-transferable global right, restricted in time to the term of this agreement, to transmit the data and content, the website, or individual elements of the website over the telecommunications connection to the public in such a manner that third parties have access to it at any time and from any place they choose.

Telekom shall not be entitled to use the software provided by the customer except as provided in this agreement or to allow other third parties to use it. Nor shall Telekom be entitled to make the software application accessible to other third parties or to the public except as provided herein. In particular, Telekom shall not be permitted to sell the software or parts thereof or to make it available for a limited period, or in particular to lease or lend it.

7.2 Granting of rights of use to software provided by Telekom, unless there is a different provision in the other contractual documents:

7.2.1 Server-based software:

a) The customer and the users he sets up shall be granted the non-exclusive right, limited to the term of use or the term of the agreement, to access the software functions via the Internet or another telecommunications connection. The customer shall not be granted any further rights.

b) The customer shall not have the right to use the software except as provided in this agreement, to allow third parties to use it, or to make it accessible to third parties. The customer shall not be permitted, in particular, to copy or sell the software or parts thereof.

c) The customer shall also pay the charges incurred by users he has set up and who are therefore authorized. The same shall apply in the event of unauthorized usage by other third parties if and insofar as the customer is responsible for this usage.

7.2.2 Client-based software:

a) The customer and the users he sets up shall be granted the non-exclusive right, limited to the term of the agreement, to use the software client on his computer, provided the restricted use of the client software has not been agreed. If use is restricted to the term of the agreement, the customer shall be obligated to delete the client once the agreement has been terminated.

b) In the event that the software client is provided to a third party for use without authorization, the customer shall, on request, immediately provide Telekom with all information required to assert claims against the third party concerned, in particular the latter's name and address.

8 Third-party rights

8.1 When a party provides software, it shall ensure that it has the necessary commercial rights of exploitation to use this software, that it is free of third-party property rights, and that no other rights exist constraining use by the other party as provided in this agreement; this shall also apply to any changes, updates, or upgrades of the software. The providing party shall thus release the other party from any liability. If one of the parties realizes or can be expected to realize that a violation of this type is about to occur, it shall be obligated to notify the other party thereof without undue delay. In this regard, the other party shall be provided with all information on the assertion of third-party claims, in particular the nature and scope of the alleged violation of property rights.

8.2 The providing party shall assume sole liability in respect of the property right holders and shall reimburse the other party for any necessary legal defense costs. The liability limitations set forth in this agreement shall apply to all liability claims based thereupon.

9 Terms of payment

9.1 The customer shall pay the charges specified plus value added tax at the statutory rate.

9.2 If billing takes place via the bill, the billed amount shall be paid into the account specified in the bill. It must be credited to the account specified no later than on the thirtieth day after receipt of the bill. In the event that the customer furnishes a SEPA direct debit mandate, Telekom shall not debit the agreed account with the billed amount until the twenty-seventh day following receipt of the bill and the SEPA pre-notification. If payment is made by credit card, the customer account shall be charged in accordance with the agreements in place between the credit card company and the customer.

9.3 The customer may only offset undisputed or legally enforceable claims. The customer shall be entitled to assert a right of retention only for counterclaims arising from this agreement.

9.4 If the customer does not fulfill his obligation to update his credit card details (Item 5.1a), Telekom shall be entitled to claim lump-sum compensation in the amount of EUR 15 for every failed attempt to charge the credit card. The customer shall be permitted to furnish proof that lesser damage than the lump sum or no damage has been incurred.

10 Default

10.1 If the customer violates his obligation to make payments despite a warning, Telekom shall be entitled to bar the services at the customer's expense. In this case, the customer shall still be required to pay the monthly charges.

10.2 Telekom reserves the right to assert any other claims arising from a default in payment.

11 Changes to the services, General Terms and Conditions, and charges

11.1 In implementing the agreement, Telekom shall also use technical solutions produced on the basis of generally available Telekom network platforms and those of third parties, in particular those affiliated to the Group and whose products and service features are subject to continual further development and checking. Where technical modifications are carried out to individual product features or to the underlying network platforms, or where network services, products, or individual features are discontinued, such modifications shall also be implemented within this agreement. Telekom shall inform the customer and avert any disadvantages for the customer insofar as is technically feasible. Service modifications carried out by Telekom shall generally not be charged to the customer. In the event of unjustifiable economic costs of the modifications, Telekom shall be entitled to terminate these partial services. If the modifications cause significant restriction to one of the individual services for the customer, the customer may terminate these parts of the agreement.

11.2 In addition, Telekom shall be entitled to change the General Terms and Conditions and the charges by giving an appropriate period of at least 6 weeks' notice before the change comes into effect, provided that the change takes due account of Telekom's interests but is also reasonable for the customer, or the change is explicitly required as a result of regulations from the German Federal Network Agency (*Bundesnetzagentur*). The customer shall be notified of the changes in writing. If charges are increased – unless this is due exclusively to an increase in value added tax – or in the event of other changes that put the customer at a disadvantage, the customer shall be entitled to a special right of termination on the date when the changes come into effect. In its change notice, Telekom shall draw the customer's attention to this special right of termination as well as to the fact that the change will come into effect unless the customer exercises his special right of termination within the specified period.

11.3 Telekom reserves the right to make unilateral changes to the service and to reduce charges in favor of the customer. The customer shall agree to these adjustments. Telekom shall notify the customer about any adjustments by sending updated versions of the existing contract documentation that replace the existing documentation.

12 Claims due to defects

12.1 Telekom shall guarantee the functionality of the services under this agreement with the features named in the Service Specifications for the term of the agreement.

12.2 If services are defective, Telekom shall restore their condition as per the agreement either by providing the services again or rectifying the services in accordance with the provisions set forth in the relevant Service Specifications.

- 12.3 In the event of reduced functionality, the customer may demand from Telekom, where applicable, reimbursement of the charges subsequently set forth in the Service Specifications.
- 12.4 Information on properties of the services, technical data, and specifications in the contractual documents is intended solely to describe the service in question. It is not to be understood as a guarantee (or a guaranteed feature) within the meaning of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*). Telekom shall make no guarantees.
- 12.5 Any claims due to defects under this agreement shall expire two years from the start of the statutory warranty period.
- 12.6 In all other cases, possible claims of the customer shall be excluded. Liability for compensation under the requirements and within the scope of this agreement shall remain unaffected.

13 Liability

- 13.1 In cases of intent or gross negligence, Telekom shall be liable without limitation.
- 13.2 In the event of slight negligence, Telekom shall be fully liable in the event of injury to life, limb, or health. If, as a result of slight negligence, Telekom fails to perform its service on time, if it has become impossible to perform the service, or if Telekom has failed to comply with an essential obligation, liability for any damage to property or pecuniary damage caused thereby shall be limited to foreseeable damage that is typical for this agreement. An essential obligation shall be an obligation whose fulfillment is a prerequisite for the proper performance of the agreement, the infringement of which jeopardizes the achievement of the purpose of the agreement, and upon whose compliance the customer can normally rely.
- 13.3 Telekom shall be liable for the loss of data in the case of slight negligence under the conditions and within the scope of Item 13.2 only if the customer has backed up his data in suitable form according to Item 5.1 c), so that it can be recovered at reasonable cost.
- 13.4 Liability for any other damage shall be excluded, in particular for data loss or hardware faults caused by incompatibility between the components already present in the customer's PC system and the new or modified hardware and software, or for system malfunctions that may result from existing configuration errors or older, interfering drivers that were not completely removed. Liability pursuant to the German Product Liability Act (*Produkthaftungsgesetz*) shall remain unaffected.

14 Commencement, term, and termination of the agreement

- The following conditions regulate the terms of the agreement and the termination periods, if no other special provisions have been made for the individual services.
- 14.1 Unless otherwise stipulated by a separate arrangement, the agreement shall be deemed established upon receipt of the order confirmation, or at the latest upon provision of the service by Telekom.
 - 14.2 Service provision by Telekom shall commence on the day a partial service is first provided (provision ready for operation).
 - 14.3 The agreement may be terminated by either party by giving six months' notice in writing, effective from the end of the minimum term. If the agreement is not terminated, the term shall be extended by one year in each case unless it is terminated in writing at least six months prior to the end of the extended term.
 - 14.4 Notice of termination must be submitted in writing. Electronic transmission shall be excluded.
 - 14.5 If, due to reasons for which Telekom is not responsible, the agreement is terminated prior to the expiry of the (minimum) term agreed with the customer, the customer shall be obligated to pay compensation to Telekom as a single, lump-sum payment amounting to half of the monthly charges payable up to the end of the agreed term. The compensation payment shall be higher if Telekom proves that the loss suffered was greater. It shall be lower or not payable at all if the customer proves that the loss suffered was essentially less or that a loss was not suffered at all. The above provision shall not entitle the customer to terminate the agreement early.
 - 14.6 The right to termination for good cause without notice shall not be affected.
 - 14.7 Upon termination of this agreement, Telekom shall retain all the data to be backed up as part of the data backup process for the customer, unless the annexes contain provisions to the contrary. The customer shall make the person collecting the data known to Telekom in writing three working days before collection. If the customer does not collect the data within the above deadline, Tele-

kom shall destroy the data on all data carriers. In any event, Telekom's data backup obligation shall end when this agreement is terminated.

15 Force majeure

- 15.1 Telekom shall not assume liability for occurrences of force majeure that materially aggravate, temporarily hamper, or render impossible the due implementation of the agreement by Telekom. Force majeure shall be deemed to include all circumstances that are independent of the intention and influence of the parties, such as natural disasters, governmental measures, decisions by authorities, blockades, war and other military conflicts, mobilization, internal unrest, terrorist attacks, strikes, lockouts, and other work-related unrest, confiscation, embargoes, or other circumstances that are unpredictable, serious, and not attributable to the parties and that occur following the conclusion of this agreement.
- 15.2 If one of the parties is prevented from fulfilling its contractual obligations due to force majeure, this shall not be considered to be a violation of the agreement and the periods set out in the agreement or on the basis of the agreement shall be extended accordingly, depending on the duration of the impediment. The same shall apply if Telekom depends on the upstream service of a third party, and this service is delayed as a result of force majeure.
- 15.3 Each party to the agreement shall take all necessary and reasonable action in its power to limit the extent of the damage and consequences of such force majeure. The party affected by force majeure shall in each case immediately notify the other party of the beginning and end of the impediment in writing.

16 Confidentiality

- 16.1 Documents, knowledge, and experience provided to the other party may only be used for the purposes of this agreement. In addition, the parties agree to maintain confidentiality concerning the content of this agreement and the knowledge acquired during its performance.
- 16.2 The parties undertake not to disclose to third parties any information that is to be kept secret. Affiliated companies of the parties as defined by §§ 15 et seq. of the German Stock Corporation Act (*Aktiengesetz – AktG*) and subcontractors shall not be regarded as third parties if they have been obligated to the relevant secrecy.
- 16.3 The obligation to maintain secrecy and not to exploit the information divulged by the other party shall lapse if the information
 - a) was verifiably known to the party receiving it before it was divulged, or was known or generally accessible to the public before it was divulged;
 - b) or was known or generally accessible to the public after it was disclosed without the party receiving the information being involved or responsible;
 - c) or essentially represents information that was disclosed or made accessible to the party receiving the information by an authorized third party at any point in time;
 - d) or if disclosure was ordered by law or by a court decision or by an administrative authority, or serves to enforce legal claims. As soon as there are indications that it is necessary to initiate court or official proceedings that could lead to publication of confidential information, the party involved in the proceedings shall notify the other party immediately and shall not divulge the confidential information without such prior notification;
 - e) or if two years have passed following termination of this agreement.

17 Data protection

- 17.1 Telekom shall acquire no rights to the data stored by the customer in the course of using the services (in particular third-party personal data). Telekom shall, however, be entitled to use this data exclusively on the instructions of the customer as per the following provisions and within the scope of this agreement.
- 17.2 In the case of commissioned processing of personal data, Telekom shall only collect, process, use, or access personal data within the bounds of the concluded agreement and according to the customer's instructions. The "Supplementary Terms and Conditions for Commissioned Data Processing" shall apply in the case of commissioned data processing.
- 17.3 During commissioned data processing, the customer shall be fundamentally responsible for complying with the provisions set forth in the General Data Protection Regulation (GDPR) with regard to personal information.
- 17.4 The customer shall retain control of the data in terms of contract law and data protection law. Whether and to what extent third parties enter or access such data shall be solely at the discretion of

the customer. Insofar as the customer authorizes third parties to use personal data, the customer shall ensure appropriate organization of authorization management, password issuing, etc.

- 17.5 The customer shall not be entitled, in principle, to demand access to the rooms in Telekom's data center where the services he is using are operated. This shall be without prejudice to the access rights of the customer following a written request to review compliance with the requirements under the General Data Protection Regulation (GDPR) as well as any other actions of Telekom regarding compliance with statutory regulations or the agreement when handling personal data during the operation of the services under this agreement.
- 17.6 Telekom shall ensure the technical and organizational security and other measures in accordance with § 32 of the General Data Protection Regulation (GDPR).
- 17.7 Telekom shall no longer be entitled to use the data when this agreement is terminated. Telekom shall then erase the data within thirty days, unless otherwise agreed. The data can be handed over to the customer in a common format against reimbursement of the costs incurred.
- 17.8 Telekom may provide the services through subcontractors in Germany or abroad, but must agree corresponding obligations with the subcontractor in accordance with the provisions in Items 17.1 through 17.7.
- 17.9 Telekom shall ensure a sufficient level of data protection when working with subcontractors outside the European Economic Area.

18 Export

The customer shall observe, on his own responsibility, the import

and export regulations to be applied to the products or services provided, in particular the regulations of the United States of America. The customer shall pay any customs duties, fees, and other charges that are incurred for the cross-border delivery of products and services. The customer shall carry out all legal and administrative procedures in connection with the cross-border delivery of products and services.

19 Miscellaneous

- 19.1 Frankfurt am Main shall be the place of jurisdiction for all disputes arising from or in connection with this agreement. Any exclusive place of jurisdiction shall have priority.
- 19.2 The contractual relations shall be subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 19.3 Any provisions in contradiction to these General Terms and Conditions shall require the written form.
- 19.4 The customer shall have the right to transfer the rights and obligations under this agreement to a third party only with the prior written consent of Telekom.
- 19.5 The rights and obligations resulting from this agreement may be transferred to Telekom Deutschland GmbH, Landgrabenweg 151, 53227 Bonn, Germany (Bonn District Court, HRB 5919) and to Deutsche Telekom AG, Friedrich-Ebert-Allee 140, 53113 Bonn (Bonn District Court, HRB 6794), or another company without the customer's consent. In the event of a transfer to another company, the customer shall have the right to terminate the agreement without complying with any notice period.

Additional Terms and Conditions for Customers with Headquarters Abroad.

1 Data protection

- 1.1 The parties shall ensure compliance with the statutory regulations on data protection. In particular, Telekom shall implement the obligation of its employees to maintain data secrecy and telecommunications secrecy.
- 1.2 In the case of commissioned processing of personal data, Telekom shall only collect, process, use, or access personal data within the bounds of the concluded agreement and according to the customer's instructions. The "Supplementary Terms and Conditions for Commissioned Data Processing" agreed with the customer shall apply in the case of commissioned data processing. In the case of commissioned data processing, the customer shall be fundamentally responsible for complying with the rules set out in the relevant applicable law with regard to personal information.
- 1.3 The customer shall not be entitled, in principle, to demand access to the rooms in Telekom's data center in which the services of Telekom are operated.
- 1.4 After the end of the agreement, the data shall be deleted by Telekom, taking due account of statutory retention periods.
- 1.5 Telekom may provide the services through subcontractors in Germany or abroad.

2 Taxes

- 2.1 All taxes (with the exception of the contractor's German taxes on income), tolls, duties and taxation obligations which fall due with the conclusion and implementation of this agreement shall be paid by the customer, especially import sales tax and value-added tax and directly comparable consumption taxes such as goods and sales taxes or use and sales taxes including any non-refundable and non-deductible value-added tax or equivalent "Use and

Sales" taxes and taxes on services provided by any subcontractor of the customer.

- 2.2 All prices are net and do not include import sales tax or value-added tax or directly comparable consumption taxes. Any value-added tax or similar consumption taxes which are incurred, such as goods and sales or use and sales taxes, shall be paid by the customer. Should such taxes become due and payable, the contractor shall invoice the customer for these and show the tax separately on the invoice in accordance with the relevant tax regulations. If, in international service relationships, the responsibility for value-added tax or equivalent taxes in connection with the contractual services to be provided is transferred to the customer, as the recipient of the service, due to legal provisions, the customer must declare all taxes to the tax authorities in his state of residence as his own tax obligations. The same shall apply in the case that such transfer of the liability for tax can be contractually determined. The customer herewith declares his direct consent to such contractual provisions. If the customer is based within the EU but outside Germany, he is obligated to communicate a valid VAT ID number issued by the tax authority in his state of residence before the first bill is issued. Any change to this VAT ID number must be communicated without delay. Irrespective of the aforementioned explanations, the customer declares that he obtains all services that are provided under this agreement for the purposes of his company.
- 2.3 If any tax or charge is to be withheld or deducted from a payment to be made in relation to this agreement, the customer shall increase the payment to be made in relation to this agreement by such an amount as to ensure that the contractor shall receive an amount, after any withholding or deduction, that corresponds to the prices agreed.