Procurement Terms and Conditions of the Deutsche Telekom Group for the provision of cloud based software and associated services (EB Cloud Based Software)

1. Scope of application

(1) The terms and conditions set forth below shall apply to the provision of (a) software in a cloud environment, where (i) the Contractor fully operates and maintains the software, associated data and the underlying technical infrastructure (server, network, storage, operating system and/or middleware, as the case may be), and (ii) the Ordering Party can access the software by a computer network, e.g. by a web browser via the internet, ("Cloud Based Software"), and (b) services, activities, care or work performed by the Contractor including, without limitation, configuration, training and support ("Associated Services"). If additional software is necessary to access and use the Cloud Based Software, e.g. client software to be installed on the Ordering Party's systems, ("Supporting Software"), such Supporting Software shall be included in the term Cloud Based Software for the purposes of the terms and conditions set forth below.

(2) The Agreement (as defined in section 2 below) shall apply exclusively. Any conflicting or deviating terms and conditions of the Contractor shall not apply, even if the Cloud Based Software and Associated Services provided by the Contractor are unconditionally accepted despite knowledge of such conditions.

(3) Only orders, calls, contracts etc. ("Order") and other declarations of intent [Willenserklärungen] which are placed in writing by a procurement unit of Deutsche Telekom AG ("DTAG") or a company of the DT Group as defined in subsection 1.4 (hereinafter together referred to as "Ordering Party") shall be legally valid. The requirement of written form in the sense stated above is also satisfied by communication methods provided electronically, by fax or e-mail or electronic communication methods provided by the Ordering Party for handling purchasing transactions, including full integration, web-based applications or declarations transmitted via an order management tool. An electronic declaration of intent is received on the day on which it is available for retrieval by the recipient under its electronic address during normal business hours; otherwise, it is received on the next business day. In the event that a special electronic communications method provided by the Ordering Party to handle purchasing transactions is used, the *Terms of Use for Electronic Communication Procedures provided by the Deutsche Telekom Group (NB e-commerce)* (available at https://www.telekom.com/en/company/global-procurement under *Procurement Conditions*) shall apply.

(4) The term DT Group means DTAG and all companies affiliated with it worldwide in accordance with §§ 15 et seq. of the German Stock Corporation Act [Aktiengesetz].

2. Parts of the Agreement

(1) The mutual obligations shall be governed by the following contract documents (together the "Agreement"):

   a. the Order;
   b. further documents included in the Order;
   c. this EB Cloud Based Software;
   d. the *Information Security Annex* in its most current version (available at https://www.telekom.com/en/company/global-procurement under *Procurement Conditions*), hereinafter referred to as "ISA".
   e. the *Supplier Code of Conduct* in its most current version (available at https://www.telekom.com/en/company/global-procurement under *Procurement Conditions*), hereinafter referred to as "Supplier Code of Conduct" or "SCoC";

(2) The above order of precedence shall apply in case of any discrepancies between the contract documents.

(3) The parties agree that there will be no contractual terms for all of Contractor's Cloud Based Software and Associated Services other than those agreed herein. Any agreement, policy, terms and conditions and other texts with legal meaning ("Terms") appearing in the context of first access/usage or download/installation, as the case may be, of the Cloud Based Software shall explicitly be excluded and shall not apply. Any additional Terms must be agreed upon between the parties in writing to become binding for the Ordering Party, Affiliates and/or end-customers of the DT Group.

3. General Rights and Obligations of the Parties

(1) The Contractor shall provide the Cloud Based Software and Associated Services to the Ordering Party in accordance with the provisions of the Agreement.

(2) The provision of Cloud Based Software and Supporting Software, as the case may be, requires the availability and accessibility of Contractor's technical infrastructure for access and/or download and the delivery of the necessary access data to the Ordering Party (e.g. user-ID and password).

(3) The Contractor shall ensure during the agreed term that the Cloud Based Software and Associated Services comply with all applicable laws, regulations, decrees, directives, ordinances and are in accordance with best standards in the industry. In case of any necessary changes to the Cloud Based Software and Associated Services to reflect developments and changes in the applicable laws or technology, the Contractor will advise the Ordering Party and prepare a change offer. Changes, if accepted by the Ordering Party by issuing a corresponding confirmation, shall be carried out at the Contractor's cost unless otherwise agreed.

(4) The Contractor shall (i) provide the Ordering Party in advance with the details of the Open Source Software ("OSS") components (in particular name and version) used in the Cloud Based Software, (ii) provide the Ordering Party with the OSS documentation, including but not limited to the copyright notice(s) and license text(s) as required by the applicable OSS licensing terms, (iii) provide the Ordering Party with the complete corresponding machine-readable OSS source code, and (iv) inform in writing about the Ordering Party's obligations ensuing from the implementation of OSS. The Contractor shall be fully responsible to enable the Ordering Party to (i) comply with the licensing terms and (ii) fulfil all of the Ordering Party's own obligations arising there from. For the avoidance of doubt, section 9 (Third Party Intellectual Property Rights) shall apply.

4. Rights of Use

(1) Unless provided otherwise in the Order, the Contractor grants the Ordering Party a non-exclusive right to access and use the Cloud Based Software, including the corresponding documentation, for the time/usage period as agreed upon in the Order, unlimited in content and geographical scope, for all usage types, transferable within the DT Group, for internal purposes and the provision of services to the end-customers of the DT Group. This includes access to a test system separated from the live system but using the same version of the Cloud Based Software as in the live system. In addition, the Contractor grants the Ordering Party the necessary rights to store, run and use Supporting Software on the Ordering Party's systems.

(2) Further usage rights – by type and scope – can be agreed upon in the Order.

5. Acceptance

(1) Acceptance testing shall be conducted (i) for all Cloud Based Software, (ii) where required by law and (iii) if otherwise agreed upon between the Parties to confirm the full compliance of the Cloud Based Software and/or Associated Services with the specifications and requirements in the Agreement. Further details can be agreed upon in the Order.

(2) The standard acceptance test period is thirty (30) calendar days from the RFA date (Ready for Acceptance), unless otherwise agreed.

(3) During acceptance testing the Contractor shall correct defects and remove incidents in accordance with the reaction and rectification times set out in the Agreement (e.g. service level agreement – SLA).

(4) If acceptance testing is successful the Ordering Party shall provide the declaration of acceptance within fourteen (14) days after the end of the respective acceptance test period, unless the acceptance test period is prolonged by the Ordering Party due to ongoing or outstanding defect rectification by the Contractor.

(5) If acceptance testing fails and the Ordering Party rejects acceptance, notwithstanding any other rights accrued by law, the Ordering Party is entitled to:

a. rescind [Rücktritt] or terminate the respective Order(s) and claim for damages instead of performance; or

b. accept the Cloud Based Software, reduce the remuneration and claim for additional damages/expenses not covered by the reduction.

(6) The same provisions shall apply accordingly to any Cloud Based Software and Associated Services where a formal acceptance is not applicable by law but agreed between the Parties in the Order.

6. Ownership, Security, Release

(1) All data and information either transferred by the Ordering Party to the Cloud Based Software or generated as an output or otherwise stored in Contractor's systems in the course of the Ordering Party's access and use of the Cloud Based Software ("Telekom Data") shall at all times be and remain the exclusive property of the Ordering Party, DTAG, its Affiliates and/or its end-customers and shall be considered confidential information subject to section 16. Contractor shall use Telekom Data solely for the purpose of carrying out its obligations under the Agreement and make no claim to any right or ownership in it. Contractor shall take appropriate technical and organizational measures to keep all Telekom Data secure and to protect it against accidental loss, alteration and unauthorized disclosure or access, including but not limited to:

- servers running behind a firewall;
- precautions for disaster recovery;
- automated backup on a regular basis;
- data access (direct and remote) by encrypted means only;
- physical and electronic access control in its data centres(s) and
- secure and permanent data erasure.

(2) In particular, the Supplier shall comply with the ISA as set out in section 2 in the most current version, which forms an integral and binding part of the Agreement.

(3) Upon request at any time during and at the end of the contractual term, the Contractor shall free of charge release the Telekom Data to the Ordering Party on a secure communication channel or media in a commonly accepted, machine-readable, unencrypted file format (e.g. XML), including documentation of the data format. After release at the end of the contractual term and written confirmation by the Ordering Party the Contractor shall destroy all Telekom Data in a secure and durable manner and issue a written confirmation.

(4) The limitation of liability under section 15 shall not apply to this section 6.

7. Delay

In the event the Contractor is in delay [Verzug] the Contractor shall pay 0,3% of the contractually owed remuneration for each calendar day of delay, however, in total not more than 5% of the contractually owed remuneration. The contractual penalty can be asserted until the final payment has been made by the Ordering Party. However, this shall not be the sole remedy for delay and shall not affect any other contractual or statutory rights of the Ordering Party in regard to delay, in particular the right to claim damages. A forfeit contractual penalty is taken into account on such damages.

8. Documentation

The Contractor provides the necessary documentation to the Ordering Party at no cost online and, upon request, in a commonly accepted machine-readable file format (e.g. Portable Document Format – PDF).

9. Third Party Intellectual Property Rights

(1) The Contractor guarantees that:
   a. the Cloud Based Software, Supporting Software and Associated Services will not infringe any third party copyrights, patents, utility models, trademarks, service marks, design rights, database rights, semiconductor, topography rights, proprietary information and all other similar proprietary rights, whether registered or unregistered ("Third Party Intellectual Property Rights") nor will any such Third Party Intellectual Property Rights prevent the use of the Cloud Based Software, Supporting Software and Associated Services as contemplated by the Agreement,
   b. no additional licenses, permissions, or consents with regard to any such Third Party Intellectual Property Rights (including payments to collecting societies) are needed for the Ordering Party, its Affiliates and end-customers, as the case may be, with regard to the access and use of the Cloud Based Software, Supporting Software and Associated Services as contemplated by the Agreement.

(2) Each party shall immediately notify the other party of any claim related to any Third Party Intellectual Property Rights made or threatened against the other party and/or if it becomes aware of any infringement or alleged infringement of any Third Party Intellectual Property Rights in connection with the Cloud Based Software, Supporting Software and Associated Services.

(3) Upon the first written request, the Contractor shall fully indemnify the Ordering Party and its Affiliates from any and all legal actions, demands, costs, charges, losses, claims and expenses suffered by the Ordering Party as a result of the infringement or alleged infringement of any Third Party Intellectual Property Rights. In addition to these duties, the Contractor shall, at its option and expense either

   a. modify or replace the Cloud Based Software, Supporting Software and Associated Services in a way that prevents Third Party Intellectual Property Rights from being infringed or allegedly infringed, however, which ensures that the Cloud Based Software, Supporting Software and Associated Services continue to comply with the contractually agreed requirements in all respects; or
   b. obtain the right for the Ordering Party and its Affiliates to (further) use the Cloud Based Software, Supporting Software and Associated Services in accordance with the Agreement.

(4) If the Contractor fails to cease the infringement of such Third Party Intellectual Property Rights, the Ordering Party shall, at its own discretion, be entitled to rescind [Rücktritt] the respective Order(s) and to claim damages accordingly.

(5) The limitations on liability under section 15 shall not apply to this section 9. Any claims subject to this section 9 shall become time-barred two (2) years after DTAG and the Ordering Party had positive knowledge of such claim.

10. Maintenance and Support Services

(1) The Contractor shall render maintenance and support services during the contractual term for the Cloud Based Software without additional charge.

(2) Maintenance and support services comprise the following:

   a. continuous development and enhancement of the Cloud Based Software and making available the latest version;
   b. correction of defects and removal of incidents in accordance with section 14;
   c. delivery of new or any amendments to existing documentation;
   d. notification of technical problems and security threats as well as notes on improvements and changes to the Cloud Based Software;
   e. conducting the required preventive measures to ensure functionality of the Cloud Based Software;
   f. in case of errors and/or indicents immediately support the Ordering Party by telephone and/or online to solve the problem or provide at least a workaround.

11. Subcontractors

(1) The Contractor shall give written information to the Ordering Party in advance of all subcontractors which provide supplies or assistance to the performance of the Contractor. Subcontractors not named require the written consent of the Ordering Party which shall not be unreasonably withheld.

(2) Should the Ordering Party give its consent, the Contractor shall ensure that the subcontractors are organized in such a manner that the Contractor can fulfil its obligation towards the Ordering Party without restriction.

(3) Regardless of the Ordering Party's consent and the entity actually providing the Cloud Based Software and/or Associated Services, the Contractor shall always be the responsible contractual party.

12. Remuneration, Payment Terms

(1) The fee for the provision of the Cloud Based Software and Associated Services shall constitute remuneration for the Contractor's obligations hereunder in a final manner and, in particular, covers all expenses incurred in connection with the provision of the Cloud Based Software and Associated Services, e.g. services of any subcontractors, all incidental expenses, travel expenses, travel times and waiting times. Upon request, the fees shall be detailed for the Cloud Based Software and Associated Services separately.

(2) The Cloud Based Software shall be invoiced on a quarterly basis. The payment period shall be thirty (30) calendar days net. The payment period shall commence on the first day after receipt of the verifiable invoice which meets the requirements of this section 12 and section 13, but not before provision of the Cloud Based Software.

(3) If the payment obligation either commences or ends within the course of any calendar month, the license fee shall amount to 1/30 of the monthly license fee per calendar day.

(4) Unless explicitly otherwise agreed, in case of a physical delivery the clause DDP excl. import VAT named place of destination of the Incoterms 2010 shall apply, so that import VAT will be borne by the Ordering Party.

(5) The Contractor shall offer its products and services to DTAG and its Affiliates at the most favourable terms, conditions and prices which the Contractor grants to DTAG itself and/or any company of the DT Group worldwide with regard to quantity, quality and market conditions for comparable products, work and/or services. DTAG and the Affiliates reserve the right to exchange the respective information.

13. Invoicing, Taxes

(1) The Contractor shall submit a verifiable invoice. In particular, invoice line items must match the order items. For each Order a separate invoice is required. Collective invoices referring to various Orders are not permitted. Partial invoices and final invoices, if any, shall be marked as such and listed individually in numbered sequence. The invoice shall contain the legal entity placing the Order, the Order number and the place of receipt. The invoice shall be in accordance with § 14 of the Value Added Tax Act [Umsatzsteuergesetz]. In case an invoice does not comply with the aforementioned requirements, the Ordering Party reserves the right to return such outstanding invoice in order for the Contractor to complete and/or correct it. In such case the payment period does not start until receipt of the completed and/or corrected invoice. Even if the Ordering Party does not make use of the aforementioned provision, any delay in payment due to an invoice which does not comply with the aforementioned requirements is not the fault of the Ordering Party. The invoice with the address given in the Order shall not be issued before the day of performance in accordance with the Agreement.

(2) The prices agreed are net prices. If applicable, value-added tax according to the statutory amount shall be added.

(3) Unconditional payment of the invoiced amount by the Ordering Party does not constitute recognition of the Contractor's performance as being in accordance with the Agreement.

(4) The liability for value-added tax shall pass to the Ordering Party if the Contractor is not a German company and the services [Dienstleistungen] or sales performed under a contract for work and materials [Werklieferungen] by the Contractor are taxable in Germany (§ 13b Value Added Tax Act [Umsatzsteuergesetz]). In such case, the Contractor shall not itemize German value-added tax in the invoice. If the Contractor brings items from a third country to Germany in order to provide the aforementioned services or work and if in this connection turnover taxes on imports are levied, these taxes shall be borne by the Contractor.

(5) The Ordering Party shall have the right to withhold any tax at source/withholding tax from the price payable and transfer such tax to the tax office on behalf of the Contractor if the Contractor does not provide a valid exemption certificate.

14. Contractual Performance

(1) The Contractor shall ensure ('gewährleistet') that
   a. the Cloud Based Software is available 99% of the contractual term. However, a single outage must not exceed four (4) hours;
   b. the Cloud Based Software and the Associated Services fully comply with the agreed specifications, contractual requirements, service description and service levels;

c. the Cloud Based Software itself and, if applicable, the media supplied will be free from defects and is in a fully working and commercially available condition;

d. updates, upgrades, new releases and any other future versions of the Cloud Based Software shall (i) be compatible with any former version, in particular with regard to import/export functionalities, file/data formats and connected devices, (ii) be compatible with the system environment in which the Cloud Based Software is currently used by the Ordering Party and (iii) have no adverse effect to the functionality of the version currently used by the Ordering Party. The Contractor shall notify the Ordering Party of any and all modifications in future versions including the impact on the Ordering Party's use of the Cloud Based Software in text form at least three (3) months prior to the new version taking effect;

e. neither the performance nor the functionality of the Cloud Based Software will be affected by the advent or the continuance of any year or date. In particular, date specifications are not restricted to a century, all date specifications are processed and displayed correctly with the different centuries and leap years are calculated and represented correctly;

f. the Cloud Based Software will be free from contamination by any malicious components, always complies with all applicable laws, regulations, decrees, directives, ordinances and is in accordance with best standards in the industry which may apply in the jurisdiction in which the Ordering Party has its registered office; and

g. Associated Services and Maintenance and Support Services will be provided with the skill and care that is customary in the profession and on the basis of the latest achievements of sciences and technology.

(2) In order to maintain the contractually agreed availability and functionality as well as the Specifications, the Contractor shall rectify defects and remove incidents in a timely manner and in accordance with the reaction and rectification times set out in the service level agreement (SLA), if applicable. The Ordering Party shall reasonably assist the Contractor therein, in particular make available required data, appropriate information and documents. The Contractor shall rectify the defects and remove incidents in a professional manner by appropriately skilled, experienced and qualified personnel.

(3) In the event that the Contractor does not comply with its obligations to make the Cloud Based Software available and to rectify defects and/or remove incidents or the Contractor is in delay with such obligations, the Ordering Party may without prejudice to any other statutory and/or contractual rights:

a. rescind [Rücktritt] or terminate the respective Order(s) and claim for damages instead of performance; or

b. reduce the remuneration and claim for additional damages/expenses due to the defect/incident or the delay, if not covered by the reduction.

(4) The obligations set out in this section 14 shall apply during the contractual term/usage period of the Cloud Based Software.

15. Liability

(1) The parties shall be liable without limitation in case of wilful intent or gross negligence, personal injuries, acceptance of a guarantee or if the respective party is subject to unlimited liability by mandatory law.

(2) Save in respect of liabilities to which sub-section 15.1 applies, liability for all losses and damages caused, at most, by a negligent act shall be limited to 150 % of the cumulative value of the underlying Orders in this respect or five (5) million Euro (€ 5,000,000.00), whichever is the higher, per event or series of connected events.

(3) There shall be no joint and several liability between the Ordering Party, DTAG and its Affiliates.

(4) In case of breach by the Contractor of any applicable foreign trade regulation, the Contractor shall be liable and shall indemnify and hold harmless the Ordering Party against all fines, orders and related costs. The limitations on liability under this section 15 shall not apply to this sub-section 15.4.

16. Confidentiality, Data Protection, Protection of Professional Secrets

(1) All data and information transferred or otherwise provided by the Ordering Party to the Contractor shall at all times be and remain the exclusive property of the Ordering Party, DTAG, its Affiliates and/or its end-customers.

(2) Both parties shall treat in confidence all data and information from the business of the other party which they become aware of through the business relation and which is not generally available. Such information shall not be used for their own or third parties' purposes. The aforementioned confidentiality obligations shall not apply within the DT Group.

(3) The Contractor undertakes to comply with secrecy of telecommunications and data protection provisions, in particular the protection of personal data. In the event that the Contractor processes personal data on behalf of the Ordering Party, the Contractor agrees to conclude with the Ordering Party an "Agreement on Commissioned Data Processing (CDPA)" in accordance with the Ordering Party's current model agreement.

(4) The Contractor is responsible for requiring a written commitment to act accordingly on the part of all people the Contractor involves in the provision of the contractual performances.

(5) The Contractor may only pass on to third parties or publish work results from the Agreement and any information about them after obtaining the prior written consent of the Ordering Party.

(6) Upon Ordering Party's request or termination of the Agreement the Contractor shall surrender to the Ordering Party all documentation created and worked on in the performance of the Agreement, including all copies and duplicates. Duplicates of documents in electronic media and on data media that cannot be surrendered shall be deleted or rendered permanently unusable by the Contractor. This shall also apply in the event of a termination of the Agreement. The Contractor shall not have a right of retention, irrespective of the legal grounds.

(7) The Contractor undertakes to explicitly and demonstrably inform its employees, vicarious agents and subcontractors that the Ordering Party collects and processes 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 shall also be collected on employees, vicarious agents and subcontractors to be deployed who require a work or residence permit as per applicable German and European law in order to take up work in Germany or in an other Country of the European Union: validity period of the work 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.

(8) To mention the Ordering Party as a reference requires the prior and explicit authorization in writing. The authorization is valid until its revocation by the Ordering Party which may happen at any time without observation of a time limit and without giving reasons.

(9) If personal data is transferred from the Ordering Party to the Contractor and processed by the Contractor within the Scope of its services, the Contractor agrees to enter into the Ordering Party's standard agreement on the processing of personal data under contract.

(10) If the Contractor provides its services for the Customer vis-à-vis a person subject to a legal obligation of professional secrecy ("Berufsgeheimnisträger"), the Contractor shall observe the "Obligation to protect confidential information pursuant to section 203 StGB (German Criminal Code)" (available at https://www.telekom.com/en/company/global-procurement under *Procurement Conditions*).

(11) The obligations in this section 16 shall survive the expiry of the Agreement.

17. Term and Termination

(1) The term of the Agreement shall be set forth in the Order ("Term"). The Ordering Party may in its sole discretion choose to extend the Term based on the agreed commercial conditions for successive periods of one (1) year each ("Successive Term") by providing written notice to the Contractor one month prior to the end of the Term or the Successive Term respectively.

(2) Either party may in particular terminate the Agreement for good cause, if insolvency proceedings have been initiated with respect to the other party or a petition for such proceedings has been filed with the court, the institution of such proceedings has been rejected for lack of sufficient insolvency assets to cover the costs of the proceedings, the other party has suspended payments on a not merely temporary basis, ceased its business operations or the part thereof relevant for the contractual performance, or if a similar event occurs under the laws applicable at the registered office of the affected party.

(3) In the event the Order is terminated as provided herein each party shall return to the other party all property belonging to the other party in its possession acquired as a result of the terminated Order not less than six (6) months after the end of the Order. Section 6.3 shall remain unaffected.

18. Independent Service Provision, Work Permit, Residence Permit

(1) The Contractor shall provide the Cloud Based Software and Associated Services independently and on his own responsibility.

(2) In principle, the Contractor is free to choose the place of performance in rendering the contractual services. However, if the project requires the contractual services to be rendered, in part, on the Ordering Party's premises, the Contractor shall be prepared to render the contractual services to this extent in the relevant facilities. The parties shall agree on the relevant place of performance, taking the project requirements into account.

(3) The Contractor is solely responsible for providing instructions to its employees and those of the subcontractors it engages. The Contractor is free to organize its service provision and to schedule his activities. If required by the project, however, the Contractor shall cooperate with third parties involved in the project to coordinate the working time and to observe agreed deadlines.

(4) The Contractor hereby assures that all necessary official approvals (i.e. work and/or residence permits) for all employees, vicarious agents or subcontractors have been obtained. The Contractor shall indemnify and hold harmless the Ordering Party from any legal consequences resulting from its failure to comply with these requirements.

(5) As an independent contractor, the Contractor shall undertake to properly submit any value-added tax received to the

tax office and to independently and properly pay tax on any remuneration received from the Ordering Party.

19. Deployment Ban

(1) Contractor's attention is expressly drawn to the fact that it is strictly forbidden for civil servants who left the Deutsche Telekom Group by taking early retirement to perform any further work for the Deutsche Telekom Group, either directly or indirectly. This shall also apply, in principle, to former employees of the Deutsche Telekom Group for a period of 15 months after leaving the company, if they have received severance payment in connection with termination of employment. In addition, if in the specific instance the Customer's procurement department has not issued in advance a written exclusion, a general deployment ban shall exist for current employees of the Deutsche Telekom Group.

(2) Against this background, the Contractor, in turn, shall undertake to ensure that in providing its service to the Ordering Party, the retired civil servants stated in sub-section 19.1 or personnel as defined by sub-section 19.1, 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 sub-section 19.1 are deployed as subcontracted work or service providers or as temporary workers lent to units of the DT Group.

(3) If the Contractor violates the provisions of this section 19, the Ordering Party shall be entitled to terminate the Agreement for good cause. The Ordering Party also expressly reserves the right to assert damage claims due to such violation.

20. Foreign Trade Regulations

(1) The Contractor shall comply with all foreign trade regulations in connection with any delivery under the Agreement and the Order(s).

(2) The Contractor shall provide the Ordering Party with the following information, if applicable:

   a. the statistical commodity code of the goods in accordance with the Harmonized System of the World Customs Organization (WCO);
   b. the country of origin of the goods;

   Such information shall be provided unsolicited to the Ordering Party prior to the first shipment of the goods or latest as a separate annotation on the respective invoice of the Contractor.

(3) The Contractor shall comply with all US foreign trade regulations including US antiterrorism measures. In case the Contractor delivers goods with US origin or goods with predominant US origin, the Contractor shall provide the Export Control Classification number (ECCN) to the Ordering

Party and shall identify the license regulations and exemptions consistent with the US-re-export-regulations.

21. Integrity, Cooperation, Social Responsibility

(1) DTAG has designed core principles and values which demonstrate the Ordering Party's willingness to share its business ethics, the social and environmental commitments with its contractors. Detailed information can be found in the Suppler Code of Conduct (SCoC).

(2) The Contractor shall comply and shall oblige its sub-suppliers, subcontractors and any person under its control to comply with the SCoC. In case of any non-compliance with the principles and obligations of SCoC, the Ordering Party is entitled to request a remedy of such non-compliance without undue delay, including but not limited to an alignment on action plans to remedy the non-compliance. In addition, the Ordering Party is entitled to suspend the contractual relationship and fulfilment until the non-compliance is remedied. Further contractual and statutory rights of the Ordering Party shall remain unaffected.

(3) The Contractor shall take all measures required to avoid and sanction any instance of active or passive corruption, both in the public and private sector.

(4) The Contractor shall immediately inform the Ordering Party in writing as soon as the Contractor becomes aware of indications suggesting that there might be problems regarding compliance with the SCoC within Contractor's area of responsibility, and in particular to avoid anything which might harm the brand image of DTAG or its Affiliates and/or endanger its security of supply.

(5) The Contractor shall comply with the security provisions of Deutsche Telekom which apply to contractors and their vicarious agents, inform all persons and/or subcontractors deployed to render its services and obligate them to do the same. In particular, the Contractor shall comply with the *Security Regulations Contractors* (available at https://www.telekom.com/en/company/global-procurement under *Procurement Conditions*) and shall obligate the persons deployed to render its services to do the same. Any security provisions of the Ordering Party contained in the Orders or the documents on which they are based shall apply in addition or, in the case of any deviations, with priority.

(6) If work is to be performed at the Ordering Party's security-sensitive sites, the Contractor shall ensure that only staff who have passed the security check are employed in accordance with the requirements of the Security Clearance Check Act [Sicherheitsüberprüfungsgesetz] in Germany or a comparable security clearance check elsewhere.

(7) The Contractor ensures to comply with all the obligations regarding the minimum wage legislation [Mindestlohngesetz] for himself and its subcontractors. In this sense and upon request by the Ordering Party, the Contrractor is

– among others – obliged to document respective minimum wage payments. The Contractor shall indemnify the Ordering Party from any legal consequences (including fines) resulting from failure to comply with minimum wage requirements. Contractor shall further immediately inform the Ordering Party as soon as any suspicion arises in case any of its subcontractors does not comply accordingly.

22. Written Form

(1) Amendments and alterations of the Agreement need to be made in writing to become valid and must be clearly identified as modifying specific terms and conditions of the Agreement. This requirement for the written form may, in turn, be waived only by written agreement.

(2) Any oral agreements shall require a subsequent written confirmation by the contracting unit of the Ordering Party in order to become valid.

23. Assignment

(1) The Contractor's claims against the Ordering Party may only be assigned with the express written consent of the Ordering Party's contracting procurement unit. § 354a of the German Commercial Code [Handelsgesetzbuch] shall apply if the transaction is a commercial transaction for both parties.

(2) The Ordering Party is entitled to assign its rights and obligations arising from the Agreement individually or in whole to any Affiliate. Such assignment shall not require Contractor's consent to be effective.

24. Offset, Retention, Withholding

The Contractor is entitled to exercise rights to offset or retention only to the extent that the Contractor's counterclaims have been declared legally binding by a final judgement, are uncontested or expressly acknowledged in writing by the Ordering Party. Furthermore, the Contractor is entitled to exercise a right to retention only to the extent that its counterclaim is based on the same contractual relationship. Notwithstanding, the Contractor shall not be entitled at any time to withhold the release of any Telekom Data as defined in section 6.

25. Final Provisions

(1) The Agreement and any Order as well as all non-contractual claims, rights and obligations arising there from shall be governed by and construed in accordance with the laws of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded hereby. If the English or American legal meaning of the terms or provisions of the Agreement differs from the German legal meaning, the German legal meaning shall prevail.

(2) The venue shall be at the court with jurisdiction at the Ordering Party's principal place of business. However, the Ordering Party shall also be entitled to have recourse to the court with jurisdiction at the Contractor's principal place of business.

(3) Notwithstanding the legal invalidity of individual items, the remainder of the Agreement shall remain binding. This shall not apply if adherence to the Agreement would constitute an unreasonable hardship for one party.