

## General Terms and Conditions Work and Services (business customers).

### 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 and the relevant Service Specifications and Price Lists. They set forth the Work and Services of Telekom.
- 2.2 Diverging provisions shall be made in writing. The furnishing of a guarantee for specific characteristics (nature) shall also require written confirmation by Telekom in order to be valid.
- 2.3 The customer's general terms and conditions shall not become part of the agreement, even if they are attached to requests for proposals, orders, acceptance declarations, etc. and no objection is made.

### 3 Agreements and proposals

- 3.1 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.
- 3.2 Dates or deadlines for the delivery of goods and the performance of services stipulated in agreements shall be binding only if they were designated as such in writing by Telekom.
- 3.3 All offers by Telekom are subject to change, unless explicitly stated otherwise in the offer.

### 4 Shipping and transfer of risk

- 4.1 For any shipment in conjunction with the provision of services, the risk shall be transferred to the customer as soon as Telekom has delivered the items to the person responsible for shipping.
- 4.2 The customer shall inspect the external condition of the delivery and the service immediately upon receipt and report any transport damage to the person responsible for shipping, secure the evidence, and immediately inform Telekom and the sender by telephone and in writing.

### 5 Work and services provided by Telekom

- 5.1 Work
  - 5.1.1 By agreement and subject to technical and operational feasibility, Telekom shall in perform software development and other work. The basis of the services is state-of-the-art technology.
  - 5.1.2 If the agreed work involves software development, the scope of services shall include a copy of the software in the object code and operating instructions (user documentation or online help).
- 5.2 Services
  - 5.2.1 Telekom shall provide consulting and support services for the customer. The basis of the services is state-of-the-art technology.
  - 5.2.2 Telekom services shall be performed exclusively to support the customer in a project that the customer is solely responsible for implementing. In connection with the performance of its services, Telekom shall assume no responsibility for any specific result.
- 5.3 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.

### 6 Acceptance of work

- 6.1 Regarding work, Telekom may provide partial deliveries or partial services for acceptance (partial acceptance). This includes self-contained phases for the delivery of specified phases or performance of specified services, self-contained and thereby operational portions, self-contained documents or parts of documents.

- 6.2 The customer shall accept each service provided by Telekom (partial acceptance), and declare his acceptance thereof, without undue delay. Telekom is entitled to participate in each acceptance test.
- 6.3 Software shall be accepted by carrying out a function test. This shall be declared to have been successful if the testing agreed for this purpose does not show any significant defects.
- 6.4 If no substantial defects are reported within thirty (30) calendar days, or within any other agreed acceptance period, after submission for acceptance, or if the customer incorporates the service results into his productive operations, the work results shall be deemed to have been accepted.

### 7 The customer's duties and obligations

- 7.1 The customer shall ensure that all items and services they are required to contribute are provided to the full extent necessary in good time, in the required scope, and free of charge for Telekom.
  - 7.2 The customer shall give Telekom's employees all support they require for their work at the customer's location. As part of this support, the customer shall
    - ensure that a qualified employee is available for support at the place of performance;
    - ensure that the employees assigned by Telekom are granted free access to the relevant computer and software at the agreed time;
    - ensure that, for the benefit of the Telekom employees, all materials supplied by it meet health and safety regulations,
    - provide Telekom employees with the information they need for their work in due time,
    - provide Telekom employees with sufficient and appropriate work space, and resources where they are required to work at the customer's premises to fulfill the agreement.
  - 7.3 Data media provided by the customer must be flawless both technically and in terms of content. If this is not the case, the customer shall compensate Telekom for any and all damage incurred from the use of such data media and shall indemnify Telekom and hold it harmless from any claims by third parties.
  - 7.4 If the customer does not contribute to the services to the extent necessary or not in good time or in the agreed manner, the customer shall bear any consequences resulting therefrom (such as delays, added cost).
  - 7.5 Telekom and its agents shall be indemnified against all claims by third parties that are based on the illegal use of copyright-protected services by the customer or with his consent, in conjunction with the use of the service. The customer shall notify Telekom in writing without undue delay if third parties claim that he has violated their rights. The customer shall not recognize any violation of rights claimed by third parties and either have any and all disputes handled by Telekom or exclusively handle such disputes in agreement with Telekom.
  - 7.6 The customer must report defects in writing with a reproducible description of symptoms, and as far as possible should include written records, hard copies, or other documents illustrating the defects.
- ### 8 Right of use
- 8.1 In the case of all services provided by Telekom which are copyright protected, the customer shall obtain a non-exclusive, unlimited, and not-to-be-sublicensed right of use only for his own internal.
  - 8.2 If the customer is granted an exclusive right of use under the agreement, and the agreement is terminated by the customer prior to final completion of the work due to reasons for which Telekom is not responsible, the customer shall receive only non-exclusive rights to the work results provided.
  - 8.3 Copyright notices, serial numbers and any other features that serve to identify the program may under no circumstances be removed or

modified. The same applies to features like calling line identification restriction.

## **9 Reservation of ownership**

Telekom shall retain ownership and rights to be granted until the amount owed has been paid in full. Until this time, rights shall always be preliminary rights and may be withdrawn by Telekom at its discretion.

## **10 Compensation and due date**

- 10.1 Remuneration and ancillary costs are, in principle, net charges plus any applicable statutory taxes and duties.
- 10.2 Starting on the day on which the service has been provided ready for operation, monthly charges shall be payable for the rest of the month on a pro rata basis. These charges shall thereafter be payable monthly in advance. If the charge is to be calculated for parts of a calendar month, it shall be calculated on a pro rata basis for each day. The full monthly price shall be charged if the customer terminates the agreement within less than one month after the effective date of the agreement; this shall not apply to any termination for good cause.
- 10.3 If the compensation is calculated according to costs, the Telekom prices generally in effect at the time the agreement is concluded shall be taken as basis unless otherwise agreed. In this case, Telekom shall document the type and duration of the activity and attach this to the bill as annex.
- 10.4 If compensation is agreed at a fixed price, Telekom shall have the right to receive installment payments for self-contained parts of the work. The installment payments for the services provided shall be due after completion of the following project phases:
  - Commencement of the agreement
  - First partial delivery
  - Provision for acceptance
  - Acceptance
- 10.5 In addition to the compensation, Telekom shall charge incurred travel costs retroactively on a monthly basis. Travel time shall be billed according to the agreed hourly rate. If the working hours or travel time are outside normal working hours, the following surcharges on the compensation are charged for each hour of work:
  - a) 50 percent on weekdays (Monday through Friday) midnight to 6.00 a.m. and from 8.00 p.m. to midnight)
  - b) 100 percent on Saturdays, Sundays, and holidays.
- 10.6 The amount due shall be paid to the account indicated on the bill. It shall be credited to the account within thirty days 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 seventh day following receipt of the invoice and the SEPA Pre-notification.
- 10.7 For any direct debit not honored or returned, the customer shall reimburse Telekom for the costs incurred to the extent that the customer was responsible for the event giving rise to the costs.
- 10.8 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.

## **11 Objections**

Any objections to the prices charged by Telekom must be lodged in writing with Telekom immediately after receipt of the bill. Telekom must receive objections within eight weeks of receipt of the bill. If the Customer fails to raise the objections in time, the bill shall be deemed accepted; Telekom shall make specific reference in the bills to the consequences of failing to raise an objection in time. This stipulation shall be without prejudice to any legal claims the customer may have in the event of objections filed after the deadline.

## **12 Changes to General Terms and Conditions, Service Specifications and prices**

Telekom shall have the right to change the General Terms and Conditions, the Service Specifications or the prices within a suitable notice period, provided that the change is reasonable for the customer, taking Telekom's interests into account. The customer shall be notified of the change in writing.

If changes are made to the customer's detriment, the customer shall have a special right of termination from the time the change comes into effect. In its change notice, Telekom shall bring the customer's attention to this special termination right as well as to the fact that the change will go into effect unless the customer exercises his

special termination right within the specified period.

## **13 Default**

- 13.1 If the customer is in arrears in the payment of the charges, or a significant part thereof, for two consecutive months, Telekom shall be entitled to terminate the agreement without notice.
- 13.2 Telekom reserves the right to assert any other claims arising from a default in payment.

## **14 Material defects and defects of title regarding work**

- 14.1 If the work performed (Item 5.1) is defective so as to considerably impair contractual use thereof, the customer shall have the right to demand that Telekom either make subsequent improvements or provide the service again (subsequent performance). If the customer has set a reasonable grace period for Telekom after an initial demand for action, and if Telekom has refused to effect subsequent performance or if subsequent performance is unsuccessful, the customer shall – with regard to the elimination of defects – reserve the right to demand either rescission of the agreement or a reduction of the compensation. If the service deviates only slightly, without limiting the serviceability, the customer may only demand a reduction in the compensation.
- 14.2 If Telekom has provided services to identify a defect after a fault was reported, and if no material defect is found, and if the customer could have recognized this, the customer shall carry the costs incurred as a result. Telekom's rates that are in effect when the service is performed shall be used as the basis for calculating the costs.
- 14.3 The liability for material defects shall not apply to services provided by Telekom that have been modified or otherwise interfered with by the customer, unless the customer proves that the intervention did not cause the defect. The liability for material defects shall also not apply if the customer fails to report the defect to Telekom in writing without undue delay after having detected it, or if the customer does not use the service under the contractually agreed conditions as stipulated in the documentation.
- 14.4 A defect of title of the contractual service shall exist if the rights required for use as laid down in the contract have not been effectively granted. In the event of defects of title, Telekom shall assume warranty by, at Telekom's discretion, enabling the customer to use the contractual service in a legally permissible manner or by taking the contractual service back at a price minus a reasonable compensation for usage. The latter shall be permissible only if Telekom cannot be reasonably expected to provide a different remedy.
- 14.5 Claims of the customer arising from necessary expenses incurred for the purpose of subsequent performance – in particular, the cost of transportation, labor and materials – shall be precluded hereby to the extent that the expenses are increased by the fact that the service was provided at a place of performance other than the one stipulated in the Agreement.
- 14.6 The customer's rights under Telekom's warranty shall be in effect for one year after acceptance of the respective service. This restriction shall not apply to compensation claims that are based on the violation by Telekom of claims to subsequent performance in the event of defects. Compensation claims based on refusal to provide subsequent performance may only be asserted within the statutory period of limitation if the claim to subsequent performance is asserted by the customer within the reduced period for material defect claims.
- 14.7 The provisions set forth in Item 15 shall apply to any claims for damages.

## **15 Liability**

- 15.1 Telekom shall be fully liable in cases of intent, gross negligence or the lack of a guaranteed feature.
- 15.2 In the event of slight negligence, Telekom shall be fully liable in the case of injury to life, limb or health. In all other respects, in case of slight negligence, Telekom shall only be liable insofar as a duty is neglected which is prerequisite to proper implementation of the agreement, by the breach of which attainment of the goals of the agreement is compromised and which the customer may routinely expect to be honored (hereinafter referred to as "cardinal obligation"). In the event of breach of a cardinal obligation, liability shall be limited to the typical damage expected under the agreement. This shall also apply to lost profit and unachieved savings. Liability for any less direct consequential damage due to defects shall be precluded.

- 15.3 Telekom shall be liable for the loss of data in the case of slight negligence under the conditions and within the scope of Item 15.2 only if the customer has performed a daily backup of his data.
- 15.4 Telekom shall not be liable for any other damage, 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 in accordance with the German Product Liability Act [Produkthaftungsgesetz] shall be unaffected.
- 16 Term and termination of service contracts**  
If the contract provides for no specific term, each party may terminate the contract by giving three months' notice, effective from the end of a calendar quarter. Notice must be given in writing.
- 17 Export**  
The customer shall observe, on his/her 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.
- 18 Confidentiality**  
The parties to the agreement shall be obligated toward each other for an unlimited period of time to treat as confidential any business and trade secrets as well as any details specified as being confidential that become known to them in connection with the performance of the agreement. Information may be disclosed to third parties not involved in carrying out the order only with the prior written consent of the other party. Affiliated companies of the parties to the agreement as defined by Section 15 et seq. of the German Stock Corporation Act (AktG) are not third parties. The parties to the agreement shall also require their employees and any third parties to accept these obligations. Telekom shall be entitled to disclose confidential information to subcontractors, provided they have been obligated to maintain the necessary confidentiality.
- 19 Force majeure**  
19.1 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, epidemics, pandemics or other circumstances that are unpredictable, serious, and not attributable to the parties and that occur following the conclusion of this agreement.
- 19.2 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.
- 19.3 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.
- 19.4 If an event of force majeure continues for more than 30 days, each party may terminate this agreement without any liability or cost if the respective party cannot reasonably be expected to continue to adhere to the agreement. Costs already incurred or services already provided, however, must be paid for by the contracting party.
- 20 Miscellaneous**  
20.1 If any conditions of the agreement become invalid or if a lacuna becomes evident, this will not affect the validity of the remaining conditions. In place of the invalid provisions, or to remedy the lacuna, a commensurate provision shall be introduced that comes as close as possible to what the parties may be presumed to have intended according to the spirit and purpose of the agreement.
- 20.2 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.
- 20.3 Frankfurt am Main shall be the place of jurisdiction for all financial disputes arising from or in connection with this agreement. Any exclusive place of jurisdiction shall have priority.
- 20.4 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.
- 20.5 We shall send messages to you relating to the agreement at our discretion in compliance with the legal provisions to the postal address or email address that you have provided.
- 20.6 The contractual relations shall be subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.