

General Terms and Conditions IT Services.



1 Parties to the agreement

The agreement shall be concluded between Deutsche Telekom M M S GmbH (hereinafter referred to as Telekom MMS; www.telekom-mms.com), Riesaer Straße 5, 01129 Dresden, Germany (registered with Dresden District Court HRB 11433) and the customer, who is not a consumer as defined in § 13 of the German Civil Code (BGB).

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, third-party licensing conditions, and order confirmations). These shall regulate the provision of IT services by Telekom MMS to the customer.

2.2 These General Terms and Conditions shall apply exclusively. The customer's conditions shall not be part of the contents of the agreement, even if Telekom MMS 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 MMS.

3.2 All proposals from Telekom MMS shall be subject to change. Telekom MMS 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 MMS

4.1 The services provided by Telekom MMS 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 MMS shall be entitled to provide the services by subcontracting work to third parties (subcontractors). Telekom MMS or sub-contractors commissioned by Telekom MMS shall render the services agreed in countries in the European Union, unless stipulated otherwise. Telekom MMS or subcontractors commissioned by Telekom MMS can, at their discretion, shift the location where the service is provided to countries outside of the European Union.

4.4 Telekom MMS 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 M M S 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.

4.5 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 its 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 email, 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 its obligations specified in Item 5.1 (b) above, Telekom MMS 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 its data once a day in a suitable form so that it can be recovered at reasonable cost, unless Telekom MMS has contractually undertaken to back up the data.

d) Telekom MMS and its agents shall be indemnified against all claims by third parties that are based on the illegal use of contractual services from Telekom MMS and the services associated herewith by the customer or with its consent. If the customer realizes or can be expected to realize that a violation of this type is about to occur, it shall be obligated to notify Telekom MMS 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 MMS. Telekom MMS shall enable the customer to conclude an agreement for commissioned data processing with Telekom MMS.

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

g) Any costs incurred by Telekom MMS when checking its equipment following submission of a fault report shall be reimbursed if the fault was not in Telekom MMS's equipment and this could have been recognized by the customer if it 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 its duties to cooperate, does not fulfill them properly, or fails to fulfill them on time, and thus impairs service provision by Telekom, Telekom MMS 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 MMS 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 MMS any costs, damage, and additional charges incurred as a result of a failure to fulfill its 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 MMS. Such approval may be refused only for good cause. It shall only apply in an individual case. Telekom MMS 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

Unless otherwise specified in the Annexes to this Contract and to the extent required for the purpose of performing the services under this Contract, the Customer shall grant Telekom MMS a non-exclusive right of use, limited to the term of this Contract, for services to be provided by him.

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- 7.2 Granting of rights of use by Telekom MMS
Unless otherwise specified in the Annexes to this Contract and to the extent required for the purpose of performing the services under this Contract, Telekom MMS grants the Customer a non-exclusive right of use, limited to the term of this Contract, for the service rendered under this Contract.
- 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 tenth day after receipt of the bill. In the event that the customer furnishes a SEPA direct debit mandate, Telekom MMS shall not debit the agreed account with the billed amount until the 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 its obligation to update its credit card details (Item 5.1a), Telekom MMS 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 its obligation to make payments despite a warning, Telekom MMS 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 MMS 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 MMS shall also use technical solutions produced on the basis of generally available Telekom MMS 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 MMS shall inform the customer and avert any disadvantages for the customer insofar as is technically feasible. Service modifications carried out by Telekom MMS shall generally not be charged to the customer. In the event of unjustifiable economic costs of the modifications, Telekom MMS 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 MMS shall be entitled to change the General Terms and Conditions, services, and 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 MMS'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 MMS 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 its special right of termination within the specified period.
- 11.3 Telekom MMS 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 MMS 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 MMS 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 MMS 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 MMS, 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 MMS shall make no guarantees.
- 12.5 Any claims due to defects under this agreement shall expire one year 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 MMS shall be liable without limitation.
- 13.2 In the event of slight negligence, Telekom MMS shall be fully liable in the event of injury to life, limb, or health. If, as a result of slight negligence, Telekom MMS fails to perform its service on time, if it has become impossible to perform the service, or if Telekom MMS 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 MMS 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 its 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

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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 MMS.
- 14.2 Service provision by Telekom MMS 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 text form, 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 text form at least six months prior to the end of the extended term.
- 14.4 Notice of termination must be provided in text form.
- 14.5 If, due to reasons for which Telekom MMS 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 MMS 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 MMS 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 MMS 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 MMS in writing three working days before collection. If the customer does not collect the data within the above deadline, Telekom MMS shall destroy the data on all data carriers. In any event, Telekom MMS's data backup obligation shall end when this agreement is terminated.

15 Force majeure

- 15.1 Telekom MMS 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 MMS. 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.
- 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 MMS 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.
- 15.4 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.

16 Data protection

- 16.1 The Parties shall comply with mandatory provisions on data protection. Telekom MMS shall commit its employees to confidentiality and secrecy of telecommunication according to Section 3 Telecommunication Telemedia Data Protection act (TTDSG). If personal data is processed on order according to Art. 28 General data protection regulation (GDPR) (commissioned data processing), the Parties will enter into an agreement according to the current sample contract of Telekom MMS for commissioned data processing, to be included into this Contract as an annex.
- 16.2 The documents, know-how and experience provided to the other Party may only be used for the purposes of this Contract. In addition, the Parties agree to keep the content of this Contract and the findings gained during the performance of this Contract confidential.
- 16.3 The Parties undertake not to disclose any secret information towards third Parties. Affiliates of the Parties within the meaning of Sections 15 et seq. German Stock Corporation Act (AktG) and sub-contractors are not considered as third parties, but only if they were obliged to secrecy in accordance to this Contract. The duty to observe secrecy and not to use the information that was mutually exchanged does not apply,
 - a) if such information was demonstrably known to the informed Party prior to notification or was known or generally accessible to the public prior to disclosure,
 - b) if such information becomes known or generally accessible to the public after disclosure without involvement or fault of the receiving Party,
 - c) if such information essentially corresponds to information that was disclosed or made available to the receiving Party by an authorised third party,
 - d) or if disclosure is ordered by virtue of law or court decision or official order or serves to enforce legal claims. As soon as there is any indication of an initiation of court or official proceedings that might lead to a disclosure of confidential information, the Party involved in such proceedings shall notify the other Party without undue delay and shall not make any disclosure of confidential information without such prior notification,
 - e) or if 2 (two) years have expired since termination of this Contract.
- 16.4 Telekom MMS warrants data processing according to the rules of law and compliance with technical and organisational measures for data security on basis of the standards and technologies used by Telekom MMS, in particular for the purpose of ensuring confidentiality and integrity of the data. Upon request by the Customer, Telekom MMS will inform it of the details of such measures.
- 16.5 The Customer is not entitled to request access to the premises of Telekom MMS. This does not affect any access rights of the Customer granted by law or this Contract.
- 16.6 The Customer agrees to be named as a reference.

17 Provisions on foreign trade

- 17.1 The Parties agree that the services under this Agreement may be subject to the prevailing regulations of the German Foreign Trade and Payments Ordinance, European Foreign Trade Regulations and U.S. export regulations. The parties undertake to observe the applicable export regulations in their respective areas of responsibility, and shall be solely responsible for obtaining the necessary authorizations as required.
- 17.2 If the necessary approvals are not issued by the foreign trade authorities or are issued late, Telekom MMS's liability for the resulting damage and other claims shall be excluded to the legally possible extent. Should the approvals not be issued, Telekom MMS's duty to provide this service shall lapse. In the event that approvals are issued late, the dates and milestones agreed as binding under the Agreement shall be extended as appropriate according to the delay.
- 17.3 Upon request, the parties shall provide the other party with the documents and information required for the granting of permits that are required under foreign trade law.

18 Miscellaneous

- 18.1 Bonn shall be the place of jurisdiction for all disputes arising from

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- or in connection with this agreement. Any exclusive place of jurisdiction shall have priority.
- 18.2 The contractual relations shall be subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 18.3 Any provisions in contradiction to these General Terms and Conditions and other contract documents shall require the written form.
- 18.4 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.
- 18.5 Telekom MMS shall be entitled to transfer the rights and obligations arising from this Agreement to Deutsche Telekom AG, Friedrich-Ebert- Allee 140, 53113 Bonn, Germany (Bonn Local Court HRB 6794) or to any other third party without consent. In the event of transfer to a third party not named, the customer shall be entitled to terminate the agreement with Telekom MMS without notice.

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 MMS 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 MMS 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 MMS's data center in which the services of Telekom MMS are operated.
- 1.4 After the end of the agreement, the data shall be deleted by Telekom MMS, taking due account of statutory retention periods.
- 1.5 Telekom MMS may provide the services through subcontractors in Germany or abroad.

2 Taxes

- 2.1 All taxes (with the exception of the contractor's German income taxes), 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 its state of residence as its own tax obligations. The same shall apply in the case that such transfer of liability for tax can be contractually determined. The customer herewith declares its direct consent to such contractual provisions. If the customer is based within the EU but outside Germany, it is obligated to communicate a valid VAT ID number issued by the tax authority in its 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 it obtains all services that are provided under this agreement for the purposes of its 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.