

General Terms and Conditions ICT services

1 PARTIES TO THE AGREEMENT

The agreement is concluded between operational services GmbH & Co. KG (hereinafter referred to as OS), Frankfurt Airport Center, 60549 Frankfurt am Main (registered with Frankfurt am Main District Court HRB 42500) 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 ICT services by OS 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 OS 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 OS.

3.2 All proposals from OS shall be subject to change. OS 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 OS

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

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

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

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

4.5 OS shall inform the customer of the planned relocation of services to other countries than Germany which are not stated in the Service Specifications. If the customer fails to inform OS of serious reasons for not permitting a relocation within a period of four (4) 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.
- 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, OS 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 OS has contractually undertaken to back up the data.
 - d) OS and its agents shall be indemnified against all claims by third parties that are based on the illegal use of contractual services from OS 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, it shall be obligated to notify OS 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 OS. OS shall enable the customer to conclude an agreement for commissioned data processing with OS.
 - f) 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 OS, OS 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. OS 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 OS 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 ICT infrastructure or other assignment of use to third parties shall be admissible only with the approval of OS. Such approval may be refused only for good cause. It shall only apply in an individual case. OS 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 OS 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 ICT infrastructure and in time to the term of this agreement, to use the software deployed by the customer on the ICT infrastructure provided, or individual elements thereof

(including photographs or trademarks, etc.) and the data and content stored by the customer on the ICT 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 OS hosts an Internet website for the customer, the customer shall also grant to OS 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.

OS 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 OS be entitled to make the software application accessible to other third parties or to the public except as provided herein. In particular, OS 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 OS, 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 OS 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 Where payment is made following an invoice, OS shall invoice

the customer on a monthly basis. The amount due to be paid shall become due when the bill is received and must be credited to account within 30 days after receipt of the bill.

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.

10 DELAY

10.1 If the customer violates his obligation to make payments despite a warning, OS 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 OS 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, OS shall also use technical solutions produced on the basis of generally available OS 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. OS shall inform the customer and avert any disadvantages for the customer in so far as is technically feasible. Service modifications carried out by OS shall generally not be charged to the customer. In the event of unjustifiable economic costs of the modifications, OS 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, OS 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 OS' 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, OS 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 OS 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. OS 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 OS 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, OS 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 OS, 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*). OS shall give no guarantees.

12.5 Any claims due to defects under this agreement shall expire two (2) 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, OS shall be liable without limitation.
- 13.2 In the event of slight negligence, OS shall be fully liable in the event of injury to life, limb, or health. If, as a result of slight negligence, OS fails to perform its service on time, if it has become impossible to perform the service, or if OS 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 OS 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 in terms of data privacy legislation shall be limited to intent and gross negligence.
- 13.5 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

- 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 OS.
- 14.2 Service provision by OS 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 (6) 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 (1) year in each case unless it is terminated in writing at least six (6) 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 OS 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 OS 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 OS 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, OS 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 OS in writing three (3) working days before collection. If the customer does not collect the data within the above time limit, OS shall destroy the data on all data carriers. In any case, the data backup obligation of OS shall end when this Agreement is terminated.

15 FORCE MAJEURE

- 15.1 OS shall not assume liability for occurrences of force majeure that materially aggravate, temporarily hamper, or render impossible the due implementation of the agreement by OS. 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 OS 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

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 within the meaning of §§15 et seq. of the German Stock Corporation Act (*Aktien-gesetz – AktG*) shall not be deemed third parties. The parties to the agreement shall also require their employees and any third parties to accept these obligations. OS shall be entitled to disclose confidential information to subcontractors, provided they have been obligated to maintain the necessary confidentiality.

17 DATA PROTECTION

- 17.1 The entity responsible for processing personal data as set forth in the General Data Protection Regulation (GDPR) is the operational services GmbH & Co. KG.
- 17.2 The Data Protection Officer of the OS is available to answer your questions regarding the processing of your personal data at OS-Datenschutz@o-s.de or using the contact information with the addendum "to the Data Protection Officer".
- 17.3 A business relationship or an initiation of business is not possible without processing the contact person's personal data. OS saves the personal data provided by the customer as part of the business relationship and/or an initiation of business with the customer, namely to execute the existing contracts, and/or to perform precontractual measures. It is company data - including the contact data from the respective contact person - that is provided to OS for the purpose of an inquiry, proposal preparation and ordering (clarification of queries/inquiries, date coordination, invoicing, customer advising/customer service). OS generally collects this data by communicating via telephone, from received/provided business cards, and/or email.
The legal ground for data collection is the processing of personal data to execute a contract or to perform precontractual measures as per Art. 6 Para. 1b) GDPR.
Contact data may also be used for statistical purposes and to optimize sales and shipping processes in order to protect the legitimate interests of OS as per Art. 6 Para. 1 f) GDPR. This personal data is stored in a customer database (Customer Relationship Management - CRM) to provide an overview of customer service, to improve products, and to maintain the contractual relationship. Personal data - including the email ad-

dress - is also used for advertising purposes to the extent permitted by law.

Due to various legal regulations, OS may be subject to additional obligations that, e.g., originate from the commercial code or tax law. These are namely the fiscal monitoring and reporting obligations, the execution of compliance screenings (comparing the "EU terror lists" (EU anti-terror regulations 2580/2001 and 881/2002) and fraud and money laundering prevention) – the legal basis for data collection for compliance with legal obligations is Art. 6 Para. 1 c) GDPR.

If the customer of the OS has already provided consent for the processing of their data, then this agreement shall apply until revocation by the customer.

- 17.4 Only areas within OS that are entrusted with executing existing contracts, conducting precontractual business relationships and/or preserving the legitimate interests of OS receive the customer's data. They are particularly employees who are entrusted with preparing and conducting the proposal inquiry, processing the order (sales, shipping, finances and invoicing), purchasing and customer service.

The data may also be accessed by a service provider ("Processor", cf. Art. 28 GDPR) - employed by OS and which operates on its behalf - during maintenance and servicing of the systems, during error analyses and troubleshooting, and to ensure IT security.

- 17.5 Unless there is a legal retention period and/or storage is no longer required or there is no longer a legitimate interest in storage, the data is deleted. The obligation to store personal data can range between three (3) to thirty (30) years.

- 17.6 The customer shall have the right of access as per Art. 15 GDPR, the right to rectification as per Art. 16 GDPR, the right to erasure as per Art 17 GDPR, the right to restriction of processing as per Art. 18 GDPR, and the right to data portability as per Art. 20 GDPR. The limitations as per §§ 34 and 35 of the Federal Data Protection Act [BDSG] apply for the right of access and the right to erasure. Furthermore, there is a right to lodge a complaint with a supervisory authority (Art. 77 GDPR in conjunction with § 19 Federal Data Protection Act [BDSG]).

- 17.7 For reasons due to their particular situation, the customer shall have the right to file an objection at any time against the processing of their personal data, which is conducted based on Art. 6 Para. 1 f) GDPR (data processing based on the balancing of interests). OS shall no longer process personal data, unless they can substantiate compelling legitimate grounds for the processing that outweigh the interests, rights, and freedoms of the data subject, or the processing services to assert, exercise or defend legal claims

- 17.8 Systems that are operated in OS data centers and can be accessed from the Internet are subjected to vulnerability scans at irregular intervals. The scans are non-invasive – no further penetration of the affected system takes place if weak points are found. OS tries to keep the load generated by the scans as low as possible, although peak loads cannot be completely avoided. Therefore, OS shall, as far as possible, perform the scans outside service hours.

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 The place of jurisdiction for all disputes arising from or in connection with this agreement shall be Frankfurt am Main. 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 OS.

- 19.5. The rights and obligations resulting from this agreement may be transferred to T-Systems International GmbH, Hahnstrasse 43d, 60528 Frankfurt am Main, Germany (Frankfurt am Main District Court, HRB 55933) 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.

OS may include the customer's name in a reference list. Further references towards the customer will be made in mutual understanding with him.

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, OS 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, OS 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 OS' data center in which the services of OS are operated.
- 1.4 After the end of the agreement, the data shall be deleted by OS, taking due account of statutory retention periods.
- 1.5 OS shall 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.