



# General Terms and Conditions IT-services.

## 1 Parties to the agreement

The agreement shall be concluded between Deutsche Telekom Security GmbH, a Deutsche Telekom Group company (hereinafter referred to as DT Security), Bonner Talweg 100, 53113 Bonn (registered with Bonn district court HRB 15241) and the customer.

## 2 Subject matter of the agreement

- 2.1 The subject matter of the agreement is specified in General Terms and Conditions as well as provisions laid down in other contractual documentations (such as offer, service descriptions, order confirmations). This shall regulate the provisions for IT services by DT Security to the customer.
- 2.2 These General terms and conditions shall be exclusively applicable. Conditions laid down by the customers will not become part of the agreement, even if DT Security does not expressly object to them.

## 3 Agreements and proposals

- 3.1 The schedule or terms of service specified in the contractual documents shall only be legally binding if they are explicitly described as such in writing by DT Security.
- 3.2 All offers of DT Security are non-binding. DT Security shall reserve the right to insignificantly deviate from the offer for technical reasons even after the offer has already been accepted by the customer.

## 4 DT Security services

- 4.1 DT Security services result exclusively from the respective product specific service description.
- 4.2 If as per the service description, the IT infrastructure or the software are a part of service description, then these shall remain in the ownership of DT Security.
- 4.3 DT Security shall be authorized to render the services as subcontractor for the third parties. DT Security or the subcontractor assigned thereby shall render the agreed services in the countries of European Union, unless agreed otherwise. DT Security or the subcontractor assigned thereby can transfer the location of service provision at one's own discretion in the countries outside the European Union.
- 4.4 For transfer of services in countries outside the European Union, which are not specified in the service description, DT Security shall inform the customer about the planned transfer. If DT Security does not inform the customer within four weeks after receiving the notification about transfer for serious reasons, which do not allow the transfer, the transfer shall be considered as approved by the customer.
- 4.5 The service transfer point agreed in the service description shall be applicable as the performance location. If no service transfer point is agreed, the location where the respective service is rendered shall be considered as the performance location in case of doubt.

## 5 Cooperation services of the customer

- 5.1 The customer shall provide the following cooperation services:
- a) The customer shall take care of sufficient coverage of agreed debiting account and in case of payment via credit card, duly maintain the credit card details provided at the time of registration.
- b) The transferred services should not be misused, especially
- the legally prohibited, unsolicited information, material and other services should not be transferred, such as unsolicited and unwanted advertisements via mail, fax, telephone or SMS as well as unlawful dialer programs. Furthermore, the information with injustice or immoral content should not be transferred or made available on the internet and any reference to such information should also not be provided;
  - The national and international rights pertaining to copyright, trademark, patent, use of name and labelling as well as

other industrial property rights and personal rights of third parties are to be taken into consideration. DT Security shall be authorized to block the service at customer's expense for serious violations of customer's obligations as per item 5.1 b). In this case, the customer shall be obliged to pay the monthly price.

- c) The customer shall take a backup of the data in a suitable format on a daily basis, in a manner that it can be recovered with reasonable effort, if DT Security is not obligated to take a backup of the data.
- d) DT Security and its vicarious agents are exempted from any claims of third parties, which are based on illegal use of contractual services of DT Security and the associated services by the customer or which are provided with its consent. If the customer realizes or should realize that a violation of this nature is about to occur, he shall notify DT Security about this without undue delay.
- e) In case of processing of personal data on behalf of the customer (order data processing), the customer shall be obliged to conclude a corresponding agreement with DT Security. DT Security enables the customer to conclude an agreement for order data processing with DT Security.
- f) If there are special categories of personal data laid down by DT Security with respect to Art. 9 General Data Protection Regulation, the customer shall immediately notify DT Security about the same in writing.
- g) Any costs incurred by DT Security when checking its equipment following submission of a fault report shall be reimbursed if the fault was not in DT Security equipment and this could have been recognized by the customer if the customer had made a reasonable effort to find the fault.
- h) Personal access data (keyword and password) should not be forwarded to any third party and should be protected against access by third parties. It must be changed for security reasons prior to initial start-up and then at regular intervals. If there is any reason to suspect that the access data has been disclosed to unauthorized persons, the customer must change the same immediately.
- i) Other cooperation services of the customer may result from the respective service description.

- 5.2 If the customer or one of the users does not fulfil its cooperation services, or does not fulfil the same in an orderly or timely manner and the service provision of DT Security is affected by the same, then DT Security shall be exempted from the obligation to render the concerned services, especially the compliance with the agreed service level and the contractually agreed schedules and milestones. Nevertheless, DT Security shall make an attempt to render the concerned services as per the contract. Agreed deadlines, schedules and milestones are suspended and postponed or extended by a reasonable period of time in case of termination of obligation to cooperate.

Such noncompliance is not perceived as any violation of this agreement by the customer and the customer is not entitled to terminate the contract. The customer shall reimburse all the costs, damages and additional charges resulting from incorrect, inappropriate delayed fulfilment of obligations to cooperate to DT Security.

## 6 Third party usage

Complete or partial subleasing of IT infrastructure or any other transfer of use to third parties is only allowed with authorization from DT Security. The permission can be denied only for important reasons. This applies only to individual cases. DT Security shall reserve the right to revoke the permission on the basis of justifiable interest.

## 7 Rights of use

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 DT Security a non-exclusive right of use, limited to the term of this Contract, for services to be provided by him.
- 7.2** **Granting of rights of use by DT Security**  
Unless otherwise specified in the Annexes to this Contract and to the extent required for the purpose of performing the services under this Contract, DT Security 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** If a contractual party provides a software, it ensures that it has the economic exploitation rights required for using this software, it is free of intellectual property rights of third parties and there are no other rights which limit the use of other contractual party under the conditions laid down by this contract; this is also applicable for possible changes, updates or upgrades of software. The providing party indemnifies the other contractual party from any liability in this regard. If the contractual party realizes or should realize that a violation of this nature is about to occur, it shall notify the other contractual party regarding this without undue delay. Hereby, the other contractual party should provide details regarding assertion of the third party's claim especially related to the nature and scope of alleged infringement.
- 8.2** The providing contractual party assumes sole liability towards property right owner and reimburses the required defense costs to the other contractual party. For all liability claims hereafter, the limitation of liability of this contract shall be applicable.
- 9** **Terms of payment**
- 9.1** The customer shall pay the agreed charges in addition to the value added tax as per the statutorily determined amount.
- 9.2** For invoicing via billing, the invoice amount is to be paid into the account specified in the bill. It must be credited at the latest on the thirtieth day after receipt of the bill. For SEPA direct debit mandate provided by the customer, DT Security shall not debit the billing amount until the twenty seventh day following receipt of the bill and the SEPA prenotification from the agreed account. Upon payment via credit card, it is debited in customer account as per the agreements between credit card operator and the customer.
- 9.3** The customer shall be entitled to assert a right of retention if its counterclaim has been determined or is undisputed. The customer shall be entitled to assert a right of retention only due to counterclaims arising from this contractual relationship.
- 9.4** If the customer does not fulfil its obligation of updating the credit card details (item 5.1a), DT Security is authorized to claim lumpsum compensation of 15.00 EUR from the customer for every unsuccessful debiting. The customer is allowed to produce evidence that damage was much lesser than the lump-sum compensation or there was no damage at all.
- 10** **Default**
- 10.1** If the customer makes a breach of payment obligation in spite of reminders, DT Security is authorized to prohibit access to services at the customer's expense. The customer shall pay the monthly charges.
- 10.2** DT Security reserves the right to assert any other legal claims arising from a default in payment.
- 11** **Changes to the General Terms and Conditions, Service Specifications, and Charges**
- If DT Security intends to make changes to legal terms and conditions, service descriptions or increase in prices, the changes are to be notified to the customer in writing (e.g. letter or mail) at least six weeks before the date of application of changes. The changes shall become a part of contract at the time of its application under the following prerequisites of item a) to c):
- a. DT Security shall be authorized to undertake unilateral modification of legal conditions, service descriptions and prices in favor of customer.
- b. In case of increase in prices, changes of legal conditions to the disadvantage of the customer and not merely insignificant changes of service description to the disadvantage of the customer, the customer shall have the right to terminate the contract in writing without observing the notice period from the date of application of the changes. The customer shall be expressly notified about the right of termination in the notification of change.
- c. Regardless of these regulations, DT Security is entitled to increase the value added tax and authorized to reduce the sales tax correspondingly at point of time of respective change. The customer shall not have the right of termination at the time of modifications of such nature.
- 12** **Claim for defects**
- 12.1** DT Security ensures the functionality of services as per this contract as per its features specified in the service description for contractual duration.
- 12.2** In case of inadequate service performance, DT Security shall restore the contractual condition as per its choice in the form of new delivery or rectification as per prerequisites of relevant service description.
- 12.3** In case of decrease in usability, the customer can enforce reimbursement amount specified in service description from DT Security, if applicable.
- 12.4** Information about service prerequisites, technical data and specifications in the contractual documents form a basis for description of the respective service. These do not serve as guarantee (or assured feature) in terms of German Civil Code. Guarantee promises are not provided by DT Security.
- 12.5** Claims for defects as per this contract are time barred two years after the commencement of statutory warranty period.
- 12.6** Furthermore, the possible claims of customer shall be excluded. Liability for damages subject to prerequisites and within the scope of this contract shall remain unaffected.
- 13** **Liability**
- 13.1** In the event of willful intent or gross negligence, DT Security shall assume unlimited liability.
- 13.2** In the event of minor negligence, T-systems shall assume unlimited liability in case of damages arising from injury to life, body or health. If DT Security experiences delay in providing service due to minor negligence, if its service have been impossible or if DT Security has breached fundamental obligation, then the liability for the resulting property and financial damages shall be limited to the foreseeable damages typical for this type of contract. A fundamental obligation is an obligation, the fulfilment of which enables proper execution of the contract in the first place, and the breach of which jeopardizes the achievement of the purpose of the Agreement and on the adherence of which the customer can regularly rely.
- 13.3** DT Security shall be liable for the loss of data in case of minor negligence under the provisions and in the scope of item 13.2, only if the customer has secured his data in an appropriate form according to its obligation as per item 5.1c), so that these can be recovered at reasonable expense.
- 13.4** The liability for all the remaining damages, especially for the data loss or hardware incidents, which have caused due to the incompatibility of the components available on the PC System of the customer with the new or the hardware and software to be changed and for the system failures, which could arise due to available incorrect configuration or older, interfering, incompletely removed drivers. The liability as per the provisions of the product liability law remains unchanged.
- 14** **Commencement, term and termination of contract**
- The following terms and conditions govern the contractual terms and notice periods if no special regulations 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 DT Security.
- 14.2** The service provision by DT Security shall commence on the day of initial provision of a partial service (operational provision).
- 14.3** The contractual relationship may be terminated in writing for both the contractual parties with a 6 months' notice at the earliest at the end of the agreed minimum contractual term. If the termination is not required, then the contractual term shall be extended by 1 year, if not then at least by six months before the termination of the extension period in writing.
- 14.4** The termination must be done in text form (e.g. via letter or email).
- 14.5** If the contractual relationship ends for some reasons before the end of the (minimum-) contractual term agreed with the customer, for which DT Security is not responsible, then the customer shall be obligated, to pay DT Security a lump sum payable amount at the rate of half of the monthly charges to be paid up to the end of the agreed contractual term as flat-rate damages. The amount of

- damages to be paid may be higher, if DT Security provides evidence of higher loss. It may be lower or may not be considered, if the customer proves that no damage or a significantly less damage has been incurred. The right to early termination of the contract is not justified through this regulation.
- 14.6 The right to terminate without notice for important reason remains unchanged.
- 14.7 If no deviating regulation has been determined in the attachments, then DT Security shall retain for 30 calendar days all the data to be secured as a part of data protection for the customer for the retrieval in case of termination of contract. The customer shall inform about the personal responsible for this retrieval to the contact person of DT Security in writing three working days before the retrieval. If the customer cannot retrieve the data within the agreed period, then DT Security shall erase the data from all the data carriers. The data protection obligation DT Security ends in any case after the termination of this contract.
- 15 Force majeure**
- 15.1 DT Security shall not assume liability for occurrences of force majeure that materially aggravate, temporarily hamper, or render impossible the due implementation of the agreement by DT Security. 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 un-rest, 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 DT Security 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 Confidentiality**
- 16.1 The documents, knowledge and experiences to be transferred to other contractual parties must be used exclusively for the purposes of this contract. In addition, the contractual parties agree to maintain confidentiality about the content of this contract and the information gained during its processing.
- 16.2 The contractual parties shall be obligated, to not disclose the information to be kept confidential to the third parties. The third parties are not affiliated companies of the contractual partner as laid down in §§ 15 ff AktG, as well as sub-contractors, if these have been obligated for the corresponding confidentiality.
- 16.3 The obligation to maintain confidentiality and non-utilization of the mutually exchanged information shall be applicable,
- a) if this was known to the informed contractual party before the communication, or was known to the public or has been generally accessible,
  - b) or was known to the public after the notification communication without the cooperation of fault of the informed contractual party or has been generally accessible,
  - c) or correspond primarily to the information, which has been disclosed or made accessible to the informed contractual party at any point of time by an authorized third party,
  - d) or has been ordered by law or based on the decision of a court or administrative authority or used for the enforcement of legal claims. As soon as there are evidences for the initiation of a legal or regulatory proceeding, which could lead to the disclosure of confidential information, the contractual party participated in the proceeding shall inform the other contractual party about this immediately and shall not disclose the confidential information without such previous information.
- e) or two years have elapsed since the termination of this contract.
- 17 Data protection**
- 17.1 DT Security shall not acquire any rights to protected data by the customer as part of the use of services (especially personal data of the third party). DT Security is however authorized to use this data exclusively upon instruction by the customer according to the following conditions and in the framework of this contract.
- 17.2 In the event of processing of personal data in the order, DT Security shall compile, process and use or access the personal data exclusively as a part of the agreement concluded and upon instruction by the customer. For the order data processing, the "additional terms and conditions of order processing" shall be applicable. This can be found for the respective product in the internet under [www.DTSecurity.de/gk/dsgvo-auftragsverarbeitung](http://www.DTSecurity.de/gk/dsgvo-auftragsverarbeitung).
- 17.3 The customer shall be basically responsible for the adherence of regulations as per General Data Protection Regulation (DSGVO) in case of order processing with respect to the personal data.
- 17.4 The customer shall be "Owner of the data" in contractual and data protection terms. Whether and to what extent the third party enters the data or access the same shall be the decision of the customer. If the customer allows the third party in this respect to use the personal data, then the customer must ensure a corresponding organization of the authorization management, passport assignment etc.
- 17.5 Basically the customer is not authorized to request the access to the premises in the data center of DT Security, wherein the services used by him are technically operated. Hereof, the access rights of the customer remain unchanged as per the written application for the check of adherence of requirements as per the General Data Protection Regulation as well as other legal and contractual scope of DT Security with the personal data in the operation of the services as per this contract.
- 17.6 DT Security shall ensure the technical and organizational precautions and measures as per article 32 of General Data Protection Regulation.
- 17.7 In case of termination of this contract, DT Security shall no longer be authorized to use the data. DT Security shall delete it subsequently within 30 days, unless otherwise agreed upon. The data can be transferred in a usual format to the customer for the reimbursement of the costs.
- 17.8 DT Security may render the services by sub-contractor nationally or internationally, but has to agree with the sub-contractor upon the obligations in correspondence to the regulations as per item 17.1 to 17.7.
- 17.9 In case of sub-contractors outside the European Economic Area, a sufficient level of data protection level is ensured by DT Security.
- 18 Foreign trade regulations**
- 18.1 The parties agree that the services under this agreement may be subject to the applicable provisions of the German foreign trade law, of European Foreign trade Ordinance and US-American export regulations. The parties shall be obligated to observe the applicable export-legal provisions in their respective area of responsibility and if required, to obtain necessary approval independently.
- 18.2 If necessary approvals are not obtained or there has been a delay to obtain from the foreign trade authorities, as far as permitted by law, then a liability of DT Security shall be excluded for the resulting damages as well as other claims. In case of non-granting of approvals, then DT Security shall not be obliged for the service. In case of delayed obtaining of approvals, the binding schedules and milestones agreed in the contract shall be appropriately delayed according to the delay.
- 18.3 Upon request, the parties shall provide the required documents and information to other party for the obtaining necessary foreign trade approvals.
- 19 Miscellaneous**
- 19.1 The place of jurisdiction for all disputes arising from or in connection with this agreement shall be Bonn. 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 Regulations deviating to these general terms and conditions must be in writing.
- 19.4 DT Security shall send messages to the customer relating to the agreement at its discretion in compliance with the legal provisions

General terms and conditions of IT services.

- to the postal address or email address that the customer has provided.
- 19.5 DT Security 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 DT Security without notice.



# Additional terms and conditions for customers with headquarters abroad.

## 1 Data protection

- 1.1 The contractual parties shall observe the adherence of the legal provisions for the data protection. DT Security shall observe the obligation of the employees to comply with data secrecy and secrecy of telecommunication.
- 1.2 In the event of processing of personal data in the order, DT Security shall compile, process and use or access the personal data exclusively as a part of the agreement concluded and upon instruction by the customer. For the order data processing, the "additional terms and conditions of order processing" agreed with the customer shall be applicable. In the event of data processing, the customer shall be responsible for adhering to the regulations for the personal data as per the applicable right.
- 1.3 The customer is not basically authorized to request the access to the premises in the data center of DT Security, wherein the services of DT Security are technically operated.
- 1.4 After the termination of contract, the data shall be deleted by DT Security by considering the legal deadlines.
- 1.5 DT Security may render the services by sub-contractor nationally or internationally.

## 2 Taxes

- 2.1 All the taxes - with the exception of German income taxes of the contractor – i.e. custom duties, taxes and tax charges, which are due in the context of conclusion or implementation of this contract, shall be borne by the customer, especially import turnover and value added tax and also thereby similar excise duties like "Goods and Sales" tax or "Use and Sales" tax including any non-refundable and non-deductible value added tax or similar "Use and Sales"

taxes and taxes on the services rendered by any sub-contractors of the customer.

- 2.2 All prices are net prices and do not include import turnover or value added tax or directly associated similar excise duties. Applicable VAT or similar excise duties like "Goods and Sales" taxes or "Use and Sales" taxes shall be borne by the customer. If such taxes incur or become payable, then DT Security charges the customer and complies with the tax laws applicable in the invoice for separate tax statement. As far as in international service relationships, the responsibility for the value added tax or similar taxes in the context of the services to be rendered contractually under legal regulations is transferred to the customer as recipient of the service, then the customer has to explain all the taxes as separate tax obligations to the tax authorities in its country of residence. This shall be applicable when the transfer of tax liability can be determined contractually. The customer explains herewith its direct approval to such contractual provisions. If the customer has its headquarter within EU, however outside Germany, then it is obligated to inform DT Security about valid value added tax identification number issued by tax authority in its country of residence before the issue of first invoice. Each change in this value added tax-identification number is to be informed immediately. Notwithstanding the above, the customer shall explain that it obtains all the services, which are rendered under this contract for the purpose of its company.  
2.3 If a tax or a charge is to be deducted or removed from a payment to be made as per this contract, then the customer increases the payment to be made as per this contract by an amount, which ensures that DT Security shall receive an amount after this deduction or removal, which corresponds to the agreed prices.