



General Terms and Conditions

Purchase and Lease of Hardware.

1 Parties to the agreement

1.1 The agreement shall be concluded between Deutsche Telekom Security GmbH (hereinafter referred to as DT-Security), Bonner Talweg 100, 53113 Bonn, Germany (registered with Bonn Local Court HRB 15241) and the customer who is not a consumer as defined in § 13 of the German Civil Code (Bundesgesetzbuch, BGB).

2 Subject matter of the agreement

2.1 The subject matter of the agreement is specified in these General Terms and Conditions and from the other agreements made. These regulate the sale and leasing of hardware. Installation of the hardware is not part of this agreement. With hardware leasing, the replacement of equipment (e.g., batteries, rechargeable batteries, etc.) is not part of the scope of maintenance.

2.2 Diverging provisions shall be made in writing. The furnishing of a guarantee for specific characteristics (condition) shall also require written confirmation by DT Security 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, purchase orders, acceptance declarations, etc., and even if no objection is made.

2.4 Where technically feasible, malfunctions in the leased hardware shall be eliminated by remote access. The technical equipment required for the remote access (such as Internet access) is not part of this agreement. DT Security is entitled to take the hardware out of service while this work is being carried out. Customer-specific application data cannot be backed up or restored.

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 DT Security.

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 DT Security.

3.3 All proposals by DT Security shall be subject to change, unless explicitly stated otherwise in the proposal. DT Security reserves the right to deviate slightly from the proposal for technical reasons even after the proposal has been accepted by the customer.

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 DT Security 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 DT Security and the sender by telephone and in writing.

5 Scope of delivery and service

5.1 The scope of delivery of hardware and the service are described in the relevant product description and additionally in the user manual. The product description and user manual shall, as a rule, be written in the language of the manufacturer.

5.2 Should the delivery of hardware include the software that is essential for the hardware to work, the customer shall only be granted the right to use the software with this hardware. Other software shall be governed by separate rules.

6 Reservation of ownership

The hardware sold shall remain the property of DT Security until all claims arising from the business relationship with the customer have been paid in full. Until the transfer of ownership, the customer shall be obligated to treat the goods with care. DT Security must be

informed immediately of any seizure, insolvency, damage or loss of the goods, and any changes in possession. In the event of a default in payment attributable to the customer, the assertion of retention of title by the supplier shall not be deemed a withdrawal from the agreement. If the aforementioned obligations are violated, DT Security shall have the right, following unsuccessful expiry of a reasonable period of grace, to withdraw from the agreement.

7 The customer's duties to cooperate regarding leased hardware

- 7.1 All repair work on the leased hardware may only be carried out by DT Security.
- 7.2 Only operating supplies and accessories prescribed for use by DT Security or the manufacturer of the hardware may be used to operate the hardware.
- 7.3 Where technically feasible, DT Security shall be allowed to carry out remote support and automatic configuration including firmware updates.
- 7.4 Copyright notices, serial numbers, and any other identification features may under no circumstances be removed or modified. The same applies to features like calling line identification restriction.

8 Provision of the leased hardware to third parties

The customer shall not be permitted to make the leased hardware available to, or sublease it to, third parties for permanent use without the prior consent of DT Security.

9 Terms of payment

- 9.1 Remuneration and ancillary costs shall, in principle, be net charges plus any applicable statutory taxes and duties.
- 9.2 Starting on the day on which the hardware is initially provided ready for operation, monthly charges (hardware lease charges) shall be payable for the rest of the month on a pro rata basis. Thereafter, these charges shall be paid monthly in advance until the agreement ends. 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.
- 9.3 The amount due shall be paid into the account indicated on 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, DT Security shall not debit the agreed account with the billed amount until the seventh day following receipt of the bill and the SEPA pre-notification.
- 9.4 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.
- 9.5 For any direct debit not honored or returned, the customer shall reimburse DT Security for the costs incurred to the extent that the customer was responsible for the event giving rise to the costs.

10 Default

- 10.1 Default in acceptance by the customer
If the customer fails to accept the purchased hardware by the agreed date, DT Security may grant the customer an additional reasonable grace period for acceptance. If the additional period of time expires without success, DT Security shall be entitled – without prejudice to its legal rights arising from default – to withdraw from the purchase agreement and instead to demand compensation as a lump-sum payment that falls due immediately and amounts to 20 percent of the purchase price as well as compensation for services already provided.
The compensation payment shall be higher if DT Security 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.
- 10.2 Default in payment by the customer
If the customer seriously or continuously violates its obligation to make payments, despite a warning, DT Security 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. DT Security reserves the right to assert any other claims arising from a default in payment.

10.3 Default in performance by DT Security

If DT Security fails to perform such service on time, it shall be liable in accordance with Item 14.

The customer shall be entitled to withdraw from the agreement only if DT Security fails to perform the service within a reasonable grace period granted by the customer, which must be at least four weeks.

11 Material defects

11.1 Hardware purchase

11.1.1 If the hardware is defective so as to considerably impair its contractual use, the customer shall have the right to demand that DT Security either makes subsequent improvements or provides the service again (subsequent performance).

If the customer has set a reasonable period of grace for DT Security after an initial demand for action, and if DT Security has refused to effect subsequent performance or if subsequent performance is unsuccessful, the customer shall reserve the right to demand either rescission of the agreement or a reduction in the remuneration.

If the service deviates only slightly, without limiting the functionality, the customer may only demand a reduction in payment.

11.1.2 The liability for material defects shall not apply to services provided by DT Security that have been modified or otherwise interfered with by the customer, unless the customer proves, in conjunction with the defect reported, 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 DT Security 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 product description and the user manual.

11.1.3 The customer's rights under DT Security's warranty as set forth in Items 11.1.1 and 11.1.2 shall be in effect for one year after performance or acceptance of the service.

This restriction shall not apply to compensation claims that are based on the violation by DT Security 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.

11.1.4 If, after a fault has been reported, DT Security has provided services to identify defects and no material defects have been identified and this could have been recognized by the customer, the customer shall bear the costs incurred in this respect. DT Security's rates that are in effect when the service is performed shall be used as the basis for calculating the costs.

11.2 Hardware lease

If the hardware provided is defective so as to considerably impair its contractual use, the customer shall have the right, providing he has met his obligation to report said defects, to demand that DT Security remedy the defects without prejudice to his legal right to reduce the rental charges and to demand compensation. DT Security may deliver replacement equipment instead of eliminating the defects. If an attempt to remedy the defects or to supply a replacement fails, the customer may terminate the agreement without notice. The provisions set forth in Item 14 shall apply to any claims for damages. Irrespective of the degree to which it is at fault, DT Security shall not be liable for compensation (§ 536 BGB) arising from defects present at the time the agreement is concluded.

12 Defects of title

12.1 If, in conjunction with the use of the service in the contractually agreed environment or, if the latter has not been agreed, in accordance with the customer's service specifications, third party rights are infringed and the holders of the rights assert corresponding claims against the customer, the customer must immediately inform DT Security thereof in writing upon receipt of the claim from the third party. DT Security shall, at its own discretion and at its own expense, procure for the customer the right to use the service, design the service in a way that does not violate any rights, or take back the service at the invoiced price minus a suitable compensation for usage. The latter shall apply only if DT Security is unable to provide another remedy with reasonable effort or cannot be reasonably expected to do so. DT Security shall be released from

these obligations if the customer does not act in agreement with DT Security in its defense against such claims by third parties.

12.2 To the extent that a remedy in accordance with Item 12.1 is not possible or cannot be reasonably expected of DT Security, the customer shall have the right to demand compensation or claim reimbursement of expenses pursuant to Item 14.

12.3 To the extent that claims arising from the violation of third-party rights have been asserted against DT Security, DT Security shall immediately notify the customer with respect to the ability to use the service.

12.4 The customer's claims due to defects of title shall be subject to a limitation period of one year from the beginning of the statutory limitation period.

13 Changes to the General Terms and Conditions, service specifications, and charges

DT Security shall have the right to change the General Terms and Conditions, the service specifications, or the charges within a suitable notice period, provided that the change is reasonable for the customer, taking DT Security's interests into account. The customer shall be notified of the changes 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, DT Security 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.

14 Liability

14.1 DT Security is always liable to the customer

a) for any damage caused by willful intent or gross negligence on the part of DT Security or its legal representatives or vicarious agents,

b) in accordance with the Product Liability Act (*Produkthaftungsgesetz*) and

c) for damage arising from loss of life, bodily injury or damage to health caused by the provider or its legal representatives or vicarious agents.

14.2 DT Security shall not be liable in the event of slight negligence unless a significant contractual obligation has been violated whose fulfillment is a prerequisite for the proper performance of the agreement or the infringement of which jeopardizes the achievement of the purpose of the agreement, and upon whose compliance the customer can normally rely.

This liability for any property damage or financial losses shall be limited to foreseeable damage that is typical for the agreement. This shall also apply to lost profit and unachieved savings. Liability for any less direct consequential damage shall be precluded.

If a one-time payment is agreed upon, liability for property damage and financial losses shall be limited to 10 percent of the net order volume per damage event, and to 25 percent of the net order volume for all damage occurring within a single contract year. If a recurring payment is agreed upon, liability for property damage and other damage shall be limited to 10 percent of the net annual charge per damage event, and to 25 percent of the net annual charge for all damage occurring within a single contract year. Further liability can be agreed between the parties upon conclusion of the agreement for an additional charge. A separately agreed liability amount shall have priority. Liability as stipulated under Item 14.1 shall remain unaffected by this paragraph.

In addition and as a priority, DT Security's liability in the event of slight negligence – regardless of the legal reason – shall be limited to a total of EUR 2.5 million. Liability as stipulated under Item 14.1 b) shall remain unaffected by this paragraph.

14.3 DT Security shall only be liable for claims for damages based on a guarantee if this is explicitly incorporated into the guarantee. In the case of slight negligence, this liability is subject to the limitations set out under Item 14.2.

14.4 In the event of a loss of data, DT Security shall be liable only for the necessary cost of recovering the data in cases where the customer has properly backed up the data. In the case of slight negligence on the part of DT Security, this liability shall apply only if the customer properly backed up the data immediately prior to the event leading to the data loss.

14.5 For claims to reimbursement of expenses and other liability claims on the part of the customer against DT Security, Items 14.1 to 14.4 shall apply accordingly.

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 is 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 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 Term of the agreement and termination

- 16.1 In the case of lease agreements, the minimum term of the agreement shall begin on the first day of the month in which DT Security starts to provide the contractual service, according to the agreement made. This agreement may be terminated by either party, at the earliest with effect from the end of the minimum agreement period, by giving three months' notice in writing (e.g., by letter or e-mail). If the agreement is not terminated, the term of the agreement shall be extended by one year in each case unless the agreement is terminated in writing (e.g., by letter or e-mail) at least three months prior to the end of its term.
- 16.2 If, due to reasons for which DT Security is not responsible, the agreement is terminated prior to the expiration of the agreed minimum term, the customer shall be obliged to pay compensation as a single, lump-sum payment amounting to half of the monthly

charges payable up to the end of the agreed term.

17 Return of the leased property

At the end of the agreement, the customer shall fully return to DT Security the leased hardware in a condition corresponding to the contractual use, including the original data media, operating instructions, and installation instructions provided. The customer is obliged to delete all data not belonging to the leased hardware in a non-reconstructible way before returning it. The customer bears the costs for the disassembly, packaging, and return transport of the leased property.

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 DT Security shall be entitled to provide the services by subcontracting work to third parties (subcontractors). DT Security shall be liable for any services provided by sub-contractors to the same extent that it is liable for its own actions.
- 19.2 Bonn shall be the place of jurisdiction for all disputes arising from or in connection with this agreement. Any exclusive place of jurisdiction shall have priority.
- 19.3 Messages from DT Security to the customer relating to the agreement shall be sent at DT Security's discretion in compliance with the legal provisions to the postal address or email address provided by the customer.
- 19.4 The contractual relations shall be subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 19.5 DT Security shall have the right to transfer the rights and obligations arising from this agreement to Deutsche Telekom AG, Friedrich-Ebert-Allee 140, 53113 Bonn (registered with Bonn District Court, HRB 6794) or to > company XY < or to any other third party without approval. The customer shall have the right to terminate the agreement with DT Security without notice in the case of transfer to a third party not specified by name.