

General Terms and Conditions

Software purchase.

1 Parties to the agreement

The agreement shall be concluded between Deutsche Telekom Security GmbH (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 this agreement is specified in these General Terms and Conditions and relevant provisions set down in Service Specifications and Price Lists. These shall regulate the maintenance services for the latest version of the standard software agreed to be provided with maintenance services for.
- 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 general terms and conditions of the customer 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.

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.

4 Shipment and transfer of risk

- 4.1 For any shipment pertaining to 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 examine the external condition of the delivery and the service immediately upon receipt and it shall report any transport damage to the person responsible for shipping, secure the evidence for the same, and immediately inform DT Security and the sender via telephonic communication and in writing.

5 Services of DT Security

- 5.1 The delivery of goods and the performance of services of software as well as released operational environment are defined based on respective product description in addition to the user manual. Product description and user manual are primarily provided in the language preferred by the manufacturer.
- 5.2 The software is delivered as an object code in a compatible data carrier in machine-readable format.

6 Duties and obligations of the customer

- 6.1 DT Security and its vicarious agents shall be indemnified against all claims by third parties that are based on the illegal use of software and the services connected with the software by the customer or with its consent, or which arise, in particular, from litigation involving data protection copyright or other laws in conjunction with the use of software. The customer shall inform DT Security without delay in writing, if third parties raise the claims of infringement of its right against it. The customer shall not acknowledge the alleged infringement of rights by third parties and all disputes shall either be conceded to DT Security or carried out in agreement with DT Security.
- 6.2 Copyright notices, serial numbers, and any other features that serve to identify the program may under no circumstances be removed or modified. The same applies to suppressing the display of such features on screen.

7 Right of use

- 7.1 Once full payment takes place for the software and corresponding documentation or online help, DT Security shall grant the customer an unlimited, non-exclusive, and non-sub licensable right to use the software on the operating systems specified in the contract for individual internal use.
- 7.2 The customer may create a full copy of the software for backup purposes. The customer shall mark this copy as a backup copy and provide it with the copyright notice of the original data carrier. Beyond this, the customer is not authorized to copy the software. The partial copying of the written material is permissible for the internal purposes, as long as this is required for use of software in accordance with the regulations. If necessary, additionally required manuals should be referred via DT Security.
- 7.3 In case of software re-sale, the customer may transfer the rights of software and user manual to the same extent as they are transferred to the customer for the performance of this contract. The customer is obliged to hand over program copies, or to destroy any copies not handed over, and to contractually obligate third parties, to use the software and the user manual only to the extent in compliance with Item 7.1 of these contractual conditions.
- 7.4 If no explicit consent is issued according to the German Copyright Act (*Urheberrechtsgesetz*) or by agreement, the customer must neither perform reverse engineering, disassembly, or decompiling of the software at its own discretion nor request the third party to do so.
- 7.5 For every culpable case of enabling third party to make use of the software and the user manual by not complying with the contract, of producing an unauthorized copy, or of using the software on additional computers, the customer shall pay compensation of the amount same as purchase price. Higher or lower compensation should be estimated accordingly, if DT Security substantiates a higher damage or the customer substantiates a lower damage. DT Security reserves the right to assert other compensation.
- 7.6 On request, the customer shall provide all information to DT Security required to assert claims against third parties. In particular, it shall communicate the names and addresses of the third party and, it shall immediately inform about the nature and scope of claims against it arising due to unauthorized provision of the program.

8 Reservation of ownership

DT Security shall reserve the right of ownership of and conceded rights to services until full payment of the due remuneration has been made. Until then, the rights shall be just provisional and may be revoked by DT Security at any time. By assertion of the reservation of the ownership by DT Security, the customer's rights to use the software are lapsed. All program copies created by the customer must be deleted.

9 Terms of payment

- 9.1 Remuneration and ancillary costs primarily constitute the net charges in addition to the legally applicable taxes and duties.
- 9.2 The bill amount shall be paid into the account stated on the bill. It must be credited into the specified account no later than on the tenth day after receipt of the bill. If the customer issues a SEPA direct debit mandate, DT Security shall not deduct the bill amount before the seventh day after receiving bill and SEPA pre-notification of agreed account.
- 9.3 The customer shall be entitled to assert the right of retention, as far as its counterclaim is legally enforceable or undisputed. The customer is entitled to assert the right of retention only based on counterclaims from this agreement.
- 9.4 For every not honored or returned direct debit, the customer shall reimburse DT Security the costs incurred to the extent that the

customer was responsible for the event giving rise to the costs.

10 Changes in General Terms and Conditions, service specifications and charges.

DT Security is authorized to change the general terms and conditions, corresponding service description or charges with suitable notice period, as long as the change can be justified for the customer in the interest of DT Security. These changes are informed to the customer 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, if the customer does not exercise its special right of termination within the specified period.

11 Default

If the customer would not accept the software on the agreed date, DT Security can provide a suitable extended period to the customer for acceptance. After extended period expires without any successful results, DT Security is authorized to withdraw the purchase agreement- notwithstanding their legal rights due to the default and to request for lump-sum compensation instead of the service amounting to 20% of the purchase price as well as reimbursement for services, already provided.

Higher or lower amount should be estimated accordingly, if DT Security substantiates a higher damage or the customer substantiates a lower damage.

12 Material defect

12.1 DT Security ensures that the software performs the functions described in the associated documentation, as far as the software is used in the operating system, stated in the agreement.

12.2 If the software shall indicate defects, the customer can request for rectification or new delivery (subsequent performance) at discretion of DT security. In case of insignificant condition, the customer can request for reduction in the compensation. In the event of insignificant deviation in the service of DT Security, from contractually agreed condition whereby the functionality is not restricted, no claim is asserted due to material defect.

12.3 If DT Security has provided services for defect search after an incident is reported and if no material defect is found, then the customer shall bear the incurred costs. The remuneration rates of DT Security that are applicable at the time of service provision are considered as a base for calculating the costs

12.4 The material defect liability expires for such services provided by DT Security that are changed by the customer or intervened in some other form, unless the customer proves with regards to the defect notification that the intervention is not the cause of defect. The material defect liability expires further, if the customer does not notify DT Security about the defect in writing on detection of the defect or the service is not used under contractual provisions according to the documentation.

12.5 The customer needs to describe the defect correctly for the proper elimination of defects and this should be identified for DT Security. In addition, necessary documents for defect elimination shall be provided to DT Security for inspection.

12.6 Claims of the customer for the expenses caused due to subsequent performances, particularly, transport routes, labor costs and material costs are excluded, if the expenses are increased due to the reason that the deliverables have been subsequently delivered to a different location other than contractually agreed place of delivery.

12.7 Software defects shall be eliminated, at the discretion of DT Security, by providing a new upgraded software version or by a workaround. Until the time of providing upgraded version, DT Security shall provide a temporary solution for defect handling, if this is possible for DT Security at a reasonable cost

12.8 Customer claims due to a material defect come under statute of limitations in one year from the beginning of statutory period of limitation. This restriction shall not apply to compensation claims that are based on the violation of claims for subsequent performance by DT Security 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 for subsequent performance is asserted by the customer within the reduced period for material defect claims.

13. Defect of title

A defect of title shall exist upon provision of new version, if the rights required to use the software as provided by the agreement have not been effectively granted after the software is handed over. In the event of defects of title, DT Security shall assume warranty at DT Security discretion, enabling the customer to use the software in a legally permissible manner or by taking the software back at the billed price minus a reasonable compensation for usage. The latter shall be permissible only if DT Security cannot be reasonably expected to provide a different remedy.

Claims raised by the customer owing to the defect of title shall lapse within a year from the beginning of the statutory period of limitation.

14 Liability

14.1 DT Security shall bear unlimited liability for damages caused by willful intent or gross negligence and in the absence of warranted feature.

14.2 DT Security shall bear unlimited liability for damages arising from loss of life, bodily injury or damage to health due to gross negligence. 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 (cardinal obligation). In case of non-adherence to the cardinal obligation, the liability 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.

14.3 In the event of a loss of data, DT Security shall be liable in the case of slight negligence under the obligations and within the scope of Item 14.2 only provided the customer backed up the data as per its obligation stated in the Item 6.4(h) properly in the suitable format so that it can be recovered with reasonable efforts.

14.4 The liability for all other damages is excluded, especially for loss of data that is caused by the incompatibility of existing components on the PC-System of the customer with the new or changing software and for system breakdowns that arise from existing misconfiguration or older, defective or incompletely removed drivers.

The liability pursuant to German Product Liability Law (Produkthaftungsgesetz) shall remain unaffected.

15 Export

The customer shall autonomously follow the import and export regulations for the deliveries or services, in particular the regulations of the United States of America. In the event of cross-border delivery or services, the incurring customs duties, charges, and other duties are borne by the customer. The customer shall autonomously perform all legal and administrative procedures for the cross-border deliveries and services.

16 Confidentiality

The contractual partners shall be obliged to treat the information confidentially for an indefinite period of time including the business and trade secrets as well as information which is known to them as confidential for the performance of agreement. Information may be disclosed to third party who is not involved in carrying out the order only with the prior written consent of the other contractual partner. Affiliated companies of the contractual partners are not third parties as defined by §§ 15 et seq. of the German Stock Corporation Act (*Aktiengesetz - AktG*). The contractual partners shall enforce these liabilities on employees and any third parties.

17 Force majeure

17.1 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 in-dependent 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.

- 17.2 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.
- 17.3 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.
- 17.4 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.

18 Other conditions

- 18.1 If any provisions of the agreement are or become invalid or if a lacuna becomes evident, this will not affect the validity of the remaining provisions. In place of the invalid provisions, or to fill the lacuna, a commensurate provision shall be introduced that comes as close as possible to what the parties may be presumed to have intended according to the spirit and purpose of the agreement.
- 18.2 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.
- 18.3 The customer shall not be entitled to transfer any rights and obligations under this agreement to a third party unless with the prior written consent of DT Security.
- 18.4 DT Security shall send messages to the customer relating to the agreement at DT Security's discretion in compliance with the legal provisions to the postal address or email address that you have provided.
- 18.5 The contractual relations between the parties shall be subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.