

Work Performances and Services (Business Customers)

Last revised: June 19, 2026

1 Parties to the agreement

The Agreement shall be concluded between T-Systems International GmbH, a company of Deutsche Telekom AG (hereinafter referred to as Telekom), Friedrich-Ebert-Allee 140, 53113 Bonn, Germany (registered with Frankfurt am Main District Court HRB 55933) 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

The subject matter of the agreement shall be specified in these General Terms and Conditions (GT&C) and the relevant Service Specifications and Price Lists. They set forth the work and services performed by Telekom.

2.1 Diverging provisions

Diverging provisions must be made in writing. The furnishing of a guarantee for specific characteristics (condition) shall also require written confirmation by Telekom in order to be valid.

2.2 The customer's general terms and conditions

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.

3 Agreements and proposals

3.1 Establishment of the agreement

Unless otherwise stipulated by a separate arrangement, the agreement shall be deemed established upon receipt of the order confirmation, or at the latest upon initial provision of the service by Telekom.

3.2 Dates for the delivery of goods and the performance of services

Dates or deadlines for the delivery of goods and the performance of services stipulated in agreements shall only be binding if they were designated as such in writing by Telekom.

3.3 Proposals subject to change

All proposals by Telekom shall be subject to change, unless explicitly stated otherwise in the proposal.

4 Shipping and transfer of risk

4.1 Transfer of risk

For any shipment in conjunction with the provision of services, the risk shall be transferred to the customer as soon as Telekom has delivered the items to the person responsible for shipping.

4.2 Inspection for transport damage

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 Telekom and the sender by telephone and in writing.

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This Agreement and its terms shall be construed according to German law. If the English meaning differs from the German legal meaning of this Agreement and its terms, the German meaning shall prevail.

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5 Services provided by Telekom

5.1 Work

5.1.1 Software development and other work

By agreement and subject to technical and operational feasibility, Telekom shall perform software development services and other work. The services are based on state-of-the-art technology.

5.1.2 Scope of services for software development

If the agreed work involves software development, the scope of services shall include a copy of the software in the object code and operating instructions (user documentation or online help).

5.2 Services

5.2.1 Consulting and support services

Telekom shall provide consulting and support services for the customer. The services are based on state-of-the-art technology.

5.2.2 Exclusion of responsibility for results

Telekom services shall be performed exclusively to support the customer in a project that the customer is solely responsible for implementing. Telekom shall assume no responsibility for any specific result in connection with the performance of its services.

5.3 Subcontracting to third parties

Telekom shall be entitled to provide the services by subcontracting work to third parties (subcontractors). Telekom shall be liable for any services provided by sub-contractors to the same extent that it is liable for its own actions.

6 Acceptance of work

6.1 Partial acceptance

Regarding work, Telekom may provide partial deliveries or partial services for acceptance (partial acceptance). This includes self-contained phases for the delivery of specified phases or performance of specified services, self-contained and thereby operational portions, self-contained documents or parts of documents.

6.2 Declaration of acceptance

The customer shall accept each service provided by Telekom (partial acceptance), and declare their acceptance thereof, without undue delay. Telekom is entitled to participate in each acceptance test.

6.3 Requirements for acceptance

Software shall be accepted by carrying out a function test. This shall be declared to have been successful if the testing agreed for this purpose does not show any significant defects.

6.4 Successful acceptance

If no substantial defects are reported within thirty (30) calendar days, or within any other agreed acceptance period, after submission for acceptance, or if the customer incorporates the service results into their productive operations, the work results shall be deemed to have been accepted.

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7 Duties and obligations of the customer

7.1 Ensuring performance of duties to cooperate and provide materials

The customer shall ensure that all materials and services they are required to contribute are provided to the full extent necessary in good time, in the required scope, and free of charge for Telekom.

7.2 Guaranteeing support as required

The customer shall give Telekom's employees all support they require for their work at the customer's location. As part of this support, the customer shall

- ensure that a qualified employee is available to provide support at the place of performance
- ensure that the employees assigned by Telekom are granted free access to the relevant computer and software at the agreed time
- ensure that, for the benefit of the Telekom employees, all materials they supply meet health and safety regulations
- provide Telekom employees with the information they need for their work in good time
- provide Telekom employees with sufficient and appropriate resources and space to work where they are required to work at the customer's premises to fulfill the agreement.

7.3 Proper data carriers

Data media provided by the customer must be flawless both technically and in terms of content. If this is not the case, the customer shall compensate Telekom for any and all damage incurred from the use of such data media and shall indemnify Telekom and hold it harmless from any claims by third parties.

7.4 Unfulfilled duties to cooperate

If the customer does not contribute to the services to the extent necessary or not in good time or in the agreed manner, the customer shall bear any consequences resulting therefrom (such as delays, added cost).

7.5 Indemnification from third-party claims

Telekom and its agents shall be indemnified against all claims by third parties that are based on the illegal use of copyright-protected services by the customer or with their consent which are associated with the use of the service. The customer shall notify Telekom in writing without undue delay if third parties claim that the customer has violated their rights. The customer shall not recognize any violation of rights claimed by third parties and either have any and all disputes handled by Telekom or exclusively handle such disputes in agreement with Telekom.

7.6 Reporting defects

The customer must report defects in writing with a reproducible description of symptoms, and as far as possible should include written records, hard copies, or other documents illustrating the defects.

7.7 Obligation to provide information

Telekom must be informed immediately of any changes to names, addresses, bank details, invoice recipients, or email addresses used for processing the contract.

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8 Right of use

8.1 Right of use for the customer's own purposes

In the case of all services provided by Telekom which are copyright protected, the customer shall obtain a non-exclusive, unlimited, and not-to-be-sublicensed right of use only for their own internal purposes.

8.2 Exclusive right of use

If the customer is granted an exclusive right of use under the agreement, and the agreement is terminated by the customer prior to final completion of the work due to reasons for which Telekom is not responsible, the customer shall receive only non-exclusive rights to the work results provided.

8.3 Identifying program features

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 features like calling line identification restriction.

9 Retention of title

Telekom shall retain ownership and the rights to be granted until the amount owed has been paid in full. Until this time, rights shall always be preliminary rights and may be withdrawn by Telekom at its discretion.

10 Terms of payment

10.1 Due date of the bill

The charges shall fall due upon receipt of the electronic bill. Telekom shall provide the customer with the bill exclusively in electronic form.

10.2 Net charges

Remuneration and ancillary costs are always stated as net charges plus any applicable statutory taxes and duties.

10.3 Monthly charges

Starting on the day on which the service has been provided ready for operation, monthly charges shall be payable for the rest of the month on a pro rata basis. Thereafter, these charges are payable monthly in advance. If the charge is to be calculated for parts of a calendar month, it is calculated on a pro rata basis for each day. The full monthly price shall be charged if the customer terminates the agreement less than one month after the effective date of the agreement; this shall not apply to any termination for good cause.

10.4 Compensation on a time and materials basis

If the compensation is calculated on a time and materials basis, the Telekom prices generally in effect at the time the agreement is concluded shall be taken as basis unless otherwise agreed. In this case, Telekom shall document the type and duration of the activities and provide the customer with this as an attachment with the invoice or separately.

10.5 Compensation at a fixed price

If compensation is agreed at a fixed price, Telekom shall have the right to receive installment payments for self-contained parts of the work. The installment payments for the services provided shall be due after completion of the following project phases:

- Commencement of the agreement

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- First partial delivery
- Ready for acceptance
- Acceptance

10.6 Partial invoice

In the event of services billed on a time and materials basis, Telekom is entitled to invoice the services provided by the end of a calendar month as partial invoices. The partial invoice comprises the hourly or daily rates incurred during the billing period, any ancillary costs agreed (e.g., travel costs, and expenses), and the applicable value-added tax. Billing is based on the service confirmations provided by Telekom containing details of date, time and materials, activity and, where relevant, travel expenses. Telekom shall provide the customer with the service confirmations either together with the partial invoice or in advance. If the customer does not object to the service confirmations in writing within 7 calendar days of receipt, they shall be deemed accepted.

10.7 Travel expenses

In addition to the compensation, Telekom shall charge incurred travel expenses retroactively on a monthly basis. Travel time shall be billed according to the agreed hourly rate. If the working hours or travel time are outside normal working hours, the following surcharges on the compensation are charged for each hour of work:

- a) 50 percent on weekdays (Monday through Friday) from 12 midnight to 6:00 a.m. and from 8:00 p.m. to 12 midnight)
- b) 100 percent on Saturdays, Sundays, and holidays.

10.8 Payment method

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, Telekom shall not debit the agreed account with the billed amount until the seventh day following receipt of the bill and the SEPA pre-notification:

10.9 Direct debit not honored/rejected

For any direct debit not honored or returned, the customer shall reimburse Telekom for the costs incurred to the extent that the customer was responsible for the event giving rise to the costs.

10.10 Right to set off

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.

11 Objections

Any objections to Telekom's charges must be lodged in writing with Telekom immediately after receipt of the bill. Telekom must receive objections within eight weeks of receipt of the bill. If the customer fails to raise the objections in time the bill shall be deemed accepted; Telekom shall make specific reference in the bills to the consequences of failing to raise an objection in time. This stipulation shall be without prejudice to any legal claims the customer may have in the event of objections raised after the deadline.

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12 Changes to the General Terms and Conditions, service specifications, and prices

Telekom 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 Telekom'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, Telekom 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 their special right of termination within the specified period.

13 Default

13.1 Right of termination in the event of late payment

If the customer is in arrears in the payment of the charges, or a significant part thereof, for two consecutive months, Telekom shall be entitled to terminate the agreement without notice.

13.2 Further claims

Telekom shall reserve the right to assert any other claims arising from a default in payment.

14 Material defects and defects of title regarding work

14.1 Deviations from contractually agreed performance

If the work performed (Item 5.1) is defective so as to considerably impair contractual use thereof, the customer shall have the right to demand that Telekom either make subsequent improvements or provide the service again (subsequent performance). If the customer has set a reasonable grace period for Telekom after an initial demand for action, and if Telekom has refused to effect subsequent performance or if subsequent performance is unsuccessful, the customer shall – with regard to the remedy – 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.

14.2 Costs of identifying a fault

If Telekom has provided services to identify a defect after a fault was reported, and if no material defect is found, and if the customer could have recognized this, the customer shall carry the costs incurred as a result. The Telekom rates that are in effect when the service is performed shall be used as the basis for calculating the costs.

14.3 Liability for material defects

The liability for material defects shall not apply to services provided by Telekom that have been modified or otherwise interfered with by the customer, unless the customer proves 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 Telekom 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 documentation.

14.4 Defects of title

A defect of title of the contractual service shall exist if the rights required for use as laid down in the contract have not been effectively granted. In the event of defects of title, Telekom shall assume warranty by, at Telekom's discretion, enabling the customer to use the contractual service in a legally permissible manner or by taking the contractual service

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back at the billed price minus a reasonable compensation for usage. The latter shall be permissible only if Telekom cannot be reasonably expected to provide a different remedy.

14.5 Expenses for subsequent performance

Claims of the customer arising from necessary expenses incurred for the purpose of subsequent performance – in particular, the cost of transportation, labor and materials – shall be precluded hereby to the extent that the expenses are increased by the fact that the service was provided at a place of performance other than the one stipulated in the agreement.

14.6 Warranty claims

The customer's rights under Telekom's warranty shall be in effect for one year after acceptance of the respective service. This restriction shall not apply to compensation claims that are based on the violation by Telekom 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.

14.7 Claims for damages

The provisions set forth in Item 15 shall apply to any claims for damages.

15 Liability

Telekom shall be fully liable in cases of intent, gross negligence or the lack of a guaranteed feature.

15.1 Slight negligence

In the event of slight negligence, Telekom shall be fully liable in case of injury to life, limb, and health. In all other respects, in the event of slight negligence, Telekom shall only be liable insofar as an obligation is breached which is prerequisite to the proper implementation of the agreement, by the breach of which attainment of the purpose of the agreement is compromised and which the customer may routinely expect to be honored (hereinafter referred to as a "cardinal obligation"). In the event of a violation of a cardinal obligation, liability shall be limited to foreseeable damage that is typical of the agreement. This shall also apply to lost profit and unachieved savings. Liability for any less direct follow-up damage due to defects shall be precluded.

15.2 Data loss

Telekom shall be liable for the loss of data in the case of slight negligence under the conditions and within the scope of Item 15.1 only if the customer has performed a daily backup of their data.

15.3 Liability for all other damages

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 in accordance with the German Product Liability Act (*Produkthaftungsgesetz*) shall remain unaffected.

16 Term and termination of service agreements

If the agreement provides for no specific term, each party may terminate the agreement by giving three months' notice, effective from the end of a calendar quarter. Notice of termination must be given in writing.

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16.1 Special right of termination for end-of-life (EoL)/end-of-service (EoS) on the part of the manufacturer

- a) Telekom shall be entitled to terminate the contract for good cause if Telekom procures services under this contract from a supplier or manufacturer, and the manufacturer informs Telekom after conclusion of the contract that they will no longer produce these services from a certain point in time (end-of-life – EoL) or that they will discontinue the technical support/maintenance support required for these services (end-of-service – EoS) and it is therefore no longer able to provide the contractual services in accordance with the contract after the end-of-life/end-of-service date (EoL/EoS date), no replacement or successor product is available to continue providing the services properly, and Telekom cannot give ordinary notice of termination for the contract before or on the EoL/EoS date.
- b) After the manufacturer notifies Telekom of the end-of-life (EoL) or end-of-service (EoS) date, Telekom shall promptly inform the customer in writing. Within two months, Telekom shall check whether the service can be continued using replacement or successor products. After the review is completed, which must be no later than two months after receiving the information, Telekom shall inform the customer whether the contract can continue or if it will be terminated for good cause, effective from the EoL/EoS date. If Telekom terminates the contract for good cause effective from the EoL/EoS date, the customer has the right to terminate the contract without notice, effective from the end of the next calendar month.

17 Export

The customer shall observe, on their 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.

18 Confidentiality

The parties to the agreement shall be obligated toward one 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 only be disclosed to third parties not involved in carrying out the order with the prior written consent of the other party. Affiliated companies of the Parties to the Agreement as defined by Section 15 et seq. of the German Stock Corporation Act (AktG) are not third parties. The parties to the agreement shall also require their employees and any third parties to accept these obligations. Telekom shall be entitled to disclose confidential information to subcontractors, provided they have been obligated to maintain the necessary confidentiality.

19 Force majeure

19.1 Occurrences of force majeure

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

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19.2 Prevention from the fulfillment of contractual services

If one of the parties is prevented from fulfilling their contractual obligations due to force majeure, this shall not be considered to be a violation of the agreement and the periods set out in the agreement or on the basis of the agreement shall be extended accordingly, depending on the duration of the impediment. The same shall apply if Telekom depends on the upstream service of a third party, and this service is delayed as a result of force majeure.

19.3 Mitigating the consequences of force majeure

Each party to the agreement shall take all necessary and reasonable action in their 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.

19.4 Termination of the agreement

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.

20 Miscellaneous

20.1 Invalidity of individual contractual conditions or contractual lacuna

If any conditions of the agreement become invalid or if a lacuna becomes evident, this shall not affect the validity of the remaining conditions. In the place of the invalid provisions or to close the gap, a suitable provision shall be applied that comes as close as possible to what the parties would have intended given the sense and purpose of this agreement.

20.2 Service provision by third parties

Telekom shall be entitled to provide the services by subcontracting work to third parties (subcontractors). Telekom shall be liable for any services provided by sub-contractors to the same extent that it is liable for its own actions.

20.3 Place of jurisdiction

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.

20.4 Transfer of rights and obligations to third parties

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 Telekom.

20.5 Mode of dispatch for agreement-related messages

Messages from Telekom to the customer relating to the agreement shall be sent at Telekom's discretion in compliance with the legal provisions to the postal address or email address provided by the customer.

20.6 Applicable law

The contractual relations are subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

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