Terms of Use for Electronic Communication Procedures provided by the Deutsche Telekom Group (NB e-commerce)

1. Scope of validity

The Deutsche Telekom Group (hereinafter referred to as "Deutsche Telekom") offers its contractors the possibility of electronic communication via the following procedures which are either proprietary systems of Deutsche Telekom or cloud based systems of third parties (hereinafter referred to as "Service Provider"):

(1) EDI

(2) Web-based applications for the "Source to Pay" exchange of documents (e. g. SAP Ariba, eVergabe, eStaff, OneSource/Ivalua, DocuSign, catalogue management, ANTK)

(3) client-based applications for the the "Source to Pay" exchange of documents (e. g. Order Management Tool (OMT)).

All the procedures named above are provided free of charge by Deutsche Telekom or the "Service Provider" on behalf of Deutsche Telekom. The terms and conditions of the Service Provider shall apply for the use of these procedures beyond this.

These terms define the legal framework for use of such procedures. In addition, the terms of use of the Service Provider apply Independently thereof, the contractual terms and conditions agreed for an individual legal transaction shall apply to the content of legal relationships ensuing from use of these procedures.

2. Operations

(1) Deutsche Telekom does not guarantee unrestricted access to or trouble-free usage of its electronic communication procedures. Claims for damages arising from a breakdown or malfunction shall therefore be excluded.

(2) Each Party shall be responsible for providing and operating its own electronic equipment and for the costs incurred in the process. The Parties undertake, where possible, to announce any repair and maintenance activities in advance and to perform these outside normal business hours.

3. Additional requirements for electronic invoice exchange

If the Parties want to use electronic invoice processing, the Contractor will give its electronic consent which has to be accepted by Deutsche Telekom or the Parties will conclude an additional agreement in writing specifying the details of technical implementation. These specifications shall also cover security procedures and measures which offer protection against unauthorized access, modifications, delay, destruction or loss of the electronic communication, with regard to the exchange of invoices within an EDI process (Electronic Data Interchange, pursuant to EC Recommendation 94/820/EC). The security processes and measures shall include validation of origin and integrity, non-repudiation of origin and receipt, and guaranteed confidentiality. These security procedures and measures shall be obligatory for the exchange of invoices within an EDI procedure.

4. Archiving

(1) Each Party shall, as required by legal regulations, archive and record messages in full, in chronological order and in an identifiable format so that they are protected from manipulation, deletion or overwriting, whereby the possibility of making a written record of the recorded content within a suitable time shall always be guaranteed. In consequence, Deutsche Telekom shall not be obliged to save or archive the Contractor's data

(2) Statutory regulations govern the retention period for electronic documents and certificates and shall be complied with by both Parties.

5. Duties and obligations of the Contractor

(1) The Contractor shall, in particular:

a) ensure that no third party, included affiliated companies, has access to the "user name" and "password" granted to the Contractor or to any other means protecting identification and authentication and, in the event that the Contractor suspects that unauthorized third parties have gained knowledge thereof, to personally change or request Deutsche Telekom to change said "user name" and "password" forthwith.

b) oblige users authorized by the Contractor to comply with these terms;

c) keep data communicated about the Contractor or the Contractor's company up to date at all times;

d) name all users authorized to use the electronic communication procedures when requested to do so by Deutsche Telekom;

e) refrain from improperly using the electronic communication procedures or allowing them to be improperly used, in particular not to convey information that is illegal or in violation of accepted moral standards, or refer to information that incites hatred against segments of the population, leads to criminal offences or glorifies or trivializes violence, is sexually offensive or pornographic, is apt to seriously endanger the moral welfare of children or young people or affect their general welfare, or could damage the reputation of Deutsche Telekom;

f) refrain from attempts to retrieve information or data without authorization, either themselves or through third parties, or intervene or have another party intervene in programs as set forth under Section 1, or to penetrate the relevant data networks without authorization;

g) ensure that, by their acts and/or omissions, all commercial property rights and copyrights are observed (e.g., when placing text and data of third parties on the relevant servers);

h) maintain confidentiality of the content of the communications and exercise the same diligence in this respect as in the case of its own confidential information as well as comply with the applicable laws on data privacy;

i) indemnify Deutsche Telekom against all third-party claims based on unlawful use of the electronic communication procedures by the Contractor or with the Contractor's approval, or claims arising, in particular, from data privacy, copyright or other legal disputes in connection with use by the Contractor. If the Contractor realizes, or can be expected to realize, that a violation of this type is about to occur, the Contractor shall be obligated to notify Deutsche Telekom and its service provider of this fact without delay.

(2) In the case of a breach of these terms and conditions, Deutsche Telekom shall be entitled to block access for the Contractor and the Contractor's authorized users. Access shall be restored only if the violation has been permanently rectified or the danger of repeated violation has been ruled out by submitting to Deutsche Telekom an appropriate cease-and-desist declaration containing a contractual penalty clause stating that such violation will no longer occur.

6. Data protection information according to Art. 13 GDPR

(1) Personal data is collected, processed and used by the Deutsche Telekom Group for the purpose of contract negotiations, contract conclusion and contract performance and to the extent permitted by legal regulations. If required, the data may also be processed abroad, depending on the specific purpose.

(2) Insofar as no statutory provision expressly allows or requires further processing, personal data shall be deleted or rendered anonymous after they have served their intended purpose. In the case of mandatory legal provisions for data storage/retention, the relevant data shall be blocked and rendered inaccessible in every case.

(3) Further data protection information regarding the Contractor's rights under Articles 15 – 21 GDBP are available under www.telekom.com/en/company/global-procurement.

7. Applicable law and place of jurisdiction

(1) The laws of the Federal Republic of Germany shall apply with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and the provisions referring to foreign law.

(2) The place of jurisdiction shall be Bonn, Germany.