General Terms and Conditions for Work and Service Contracts in the Information Technology Sector

[German version prevails.
English version for information purposes only]

1. APPLICABILITY

(1) The following General Terms and Conditions for Work and Service Contracts in the Information Technology Sector ("T&Cs IT") apply to all business relationships with business partners and suppliers ("Contractors") of Tele Columbus Betriebs GmbH ("Client"). These T&Cs IT only apply if the Contractor (hereinafter referred to as "Contractor") is an entrepreneur (Section 14 of the German Civil Code [BGB]), a legal entity under public law or a special fund under public law.

(2) These T&Cs IT apply to contracts in the field of information technology. Maintenance and service provision do not fall within the scope of these T&Cs IT. If applicable, the Client's separate General Purchasing Conditions apply.

(3) Individual agreements between the parties take precedence over the provisions of these T&Cs IT. Subject to proof to the contrary, the content of such agreements shall be governed by a written contract or written confirmation from the Client.

(4) Legally significant declarations and notifications by the Contractor (e.g. setting of deadlines, reminders, cancellation or withdrawal) must be submitted in writing or text form (e.g. letter, e-mail, fax).

2. CONTRACTUAL COMPONENTS

The contractual components are given the following order of priority:
a) the order (purchase order);
b) the respective service description or quote;
c) the Supplier Code of Conduct (TC Supplier Code of Conduct) as amended (available on: www.telecolumbus.com).

3. ORDER AND QUOTE

(1) The Client issues a written purchase order for the respective purchase, if necessary with reference to a quote submitted by the Contractor.

(2) If the Client's purchase order confirms a quote submitted by the Contractor, a contract is deemed to have been established with the service content and remuneration stated in the quote. Amendments or additions to the quote submitted by the Contractor are binding if they have been recorded in writing in the purchase order and confirmed by the Contractor.

(3) The Contractor's quote conditions or other general terms and conditions or preliminary contracts shall not become the subject of the contract. In particular, the Client shall not recognise any conflicting or deviating general terms and conditions of the Contractor unless the Client has expressly agreed to their validity.

4. SUBJECT MATTER OF THE CONTRACT AND DELIVERY OBLIGATIONS OF THE CONTRACTOR

(1) The Contractor must comply with all of the Client's existing policies. If these are not already available to the Contractor when the order is placed, they shall be communicated to the Contractor by the Client.

(2) The Contractor is responsible for the due provision of services, which must correspond to the state-of-the-art in the field of the purchase order at the time the service is provided. The Contractor must comply with the norms, standards, quality standards and working methods brought to its attention by the Client.

(3) The Contractor must comply with the current standards of data security and information security as well as any special requirements communicated by the Client in this regard. The Client is obliged to secure the Client's systems and infrastructure against unauthorised access by third parties and against unwanted data transmission and other risks. The Contractor must inform the Client immediately if it becomes aware of any hazards or security risks with regard to data security and information security. In this event, the Contractor must immediately initiate appropriate countermeasures in consultation with the Client.

(4) If access to the Client's systems is required for the provision of the services, prior express written consent must be obtained from the Client. The Contractor must comply with any security policies communicated by the Client.

(5) Before transferring software and/or storage drives to the Client, the Contractor must check them using the latest security technology and ensure they are free from malware and other malicious code.

(6) The Contractor is only authorised to provide the agreed services with the aid of automated processes if it specifies the product to be used and at the same time guarantees that this product has no communication functions to third parties and no other functionality that is contrary to the interests of the Client. In particular, the product must not contain any functionalities used to spy on data, must not transmit any information about the Client's IT systems, their data, their licensing or user behaviour to third parties or store it in such a way that third parties could gain access to it. The replacement or use of a new version of the product requires the express consent of the Client. If the Contractor cannot disprove credible evidence that the product fails to meet these requirements, the Client may prohibit its use.

(7) Services provided by the Contractor in relation to the Client's IT infrastructure must not jeopardise the integrity, confidentiality and availability of the IT infrastructure and must not run counter to the Client's confidentiality or security interests. It must be ensured that there is no undesired sending/routing of data, undesired modification/manipulation of data or the flow logic, or undesired launching of data or undesired function extensions.
An activity is considered undesirable if it is neither requested by the Client in its service description or as part of the service provision, nor offered by the Contractor with a concrete description of the activity and how it works, nor expressly authorised by the Client in individual cases ("opt-in").

(8) The Contractor must not use any elements that are subject to a Creative Commons licence or a similar licence within the scope of the provision of services, unless the Client expressly agrees to this in writing in advance.

(9) The Contractor must ensure all services are fully documented in a comprehensible manner. The Contractor must provide status updates on the services when requested by the Client. The Client may request the submission of results at any time, including in draft or interim versions.

(10) If it is agreed that the Contractor provides services on demand and no minimum purchase is agreed upon. The Contractor can derive no claims to future assignments.

(11) The Contractor must continuously advise the Client in connection with the services to be provided. Depending on the scope of the order, this includes improving processes, the quality of services, the efficiency of their implementation and opportunities for cost optimisation. The Contractor shall, without being requested to do so and taking into account the state of the art, draw the Client's attention to any possibilities for improvement that it recognises and submit proposals for improvements to the contractual services and their conditions. In addition, the Contractor must inform the Client immediately of any risks identified by the Contractor.

(12) The Contractor is not authorised to represent the Client in legal transactions.

5. SPECIAL REQUIREMENTS FOR SOFTWARE, USE OF OPEN SOURCE ELEMENTS

(1) The Contractor must always provide documentation when creating, adapting, modifying, extending, customising and parameterising software. This includes in particular the application documentation (user information, instructions and assistance, etc.) as well as user manuals and process descriptions. In the case of software development, this obligation also includes the delivery of development documentation. The documentation must enable the Client to use the software as intended and to develop it further.

(2) If the service to be provided involves the development of bespoke software (customised software), the Contractor must deliver the relevant computer programs with the object code and source code. Furthermore, the Contractor must provide the Client with customised development tools used for the development of the software

(3) Any software to be developed by the Contractor must comply with the statutory requirements of data protection law, in particular the requirements of Articles 24, 25 and 32 of the General Data Protection Regulation. The same applies to any applicable requirements of IT security law.

(4) The use of open source software that is subject to a copyleft licence, particularly in the context of software development, is expressly prohibited. The use of other open source software is only permitted with prior express written consent from the Client. If the Contractor intends to use open source software as part of the provision of services, it must inform the Client of this intention in writing in advance. In doing so, the Contractor must specify which open source elements are to be used and which licence conditions apply to them. At the same time, the Contractor must confirm that no copyleft effect will occur, as a result of which both the open source elements and the proprietary elements associated with them are subject to an open source licence in their entirety.

6. COOPERATION BETWEEN THE CONTRACTING PARTIES

(1) Each party shall appoint a contact person responsible for all matters relating to the provision of services.

(2) If necessary, coordination meetings are held between the contact persons to discuss the provision of services and for the purpose of exchanging all information required for the provision of services.

(3) The contact person appointed by the Contractor is responsible for planning, coordinating and monitoring the provision of services in accordance with the contract.

7. CONTRACTOR PERSONNEL, SUBCONTRACTORS

(1) The persons deployed to provide the services must possess the agreed qualifications; at a minimum qualifications that correspond to the purpose of the contract and the task.

(2) The Contractor must obtain the Client's express permission before either hiring subcontractors or replacing existing ones. The Client's consent may be subject to conditions and is revocable. The training of a new subcontractor takes place at the expense of the Contractor. Subcontractors may only be used once they have been bound to confidentiality in writing with regard to the Client's business and trade secrets. The use of subcontractors in the field of personal data processing requires that the requirements of data protection law are complied with and that the Contractor provides evidence thereof.

(3) The Contractor may only replace persons appointed to fulfil the contract in agreed key positions (e.g. project manager, contact person) with the prior consent of the Client. The Client shall declare its consent without delay if the replacement is absolutely necessary and the Contractor names a qualified replacement person. Replacement is required if continued deployment is impossible. The Contractor may replace persons deployed to fulfil the contract who are not in key positions with a qualified replacement even without the Client's consent, but only in due consideration of the Client's interests. The costs arising from the replacement and the onboarding of the replacement person shall be borne by the Contractor.

The Client may demand the replacement of a person deployed by the Contractor to fulfil the contract if this person has breached contractual obligations in a material manner.

8. EXCLUSION OF TEMPORARY EMPLOYMENT, BOGUS SELF-EMPLOYMENT

(1) The contracting parties must take organisational measures to ensure that the employees and vicarious agents of the Contractor deployed within the scope of the provision of services are exclusively subject to the Contractor's right to issue instructions. They will not be integrated into the Client's organisation.

(2) If the Contractor is a natural person and provides the service independently, the following applies: The Contractor shall act for the Client in its own name and for its own account. The Contractor declares that it is legally and economically independent and that it also works as an entrepreneur for other contractual partners to a considerable extent. The Contractor undertakes to inform the Client immediately of any changes in this regard. The Contractor is responsible for its own social insurance. It is obliged to properly pay any VAT owed and to pay tax on remuneration independently and to the legally required extent.

9. CLIENT COOPERATION

(1) The Client is responsible for cooperating to the necessary extent. The Contractor must request any required cooperation from the Client in good time.

(2) The Client is only obliged to provide resources (software, hardware, computing capacity, premises, etc.) where possible and expressly agreed in writing. Any resources provided by the Client may only be used for the provision of the services.

(3) Inadequate cooperation on the part of the Client must be communicated by the Contractor immediately in writing.

10. CHANGE REQUESTS

(1) The Client is entitled to demand changes to the scope of contractual services at any time. The Contractor may object to the change request if its implementation is unreasonable. In the event of a change request, the Contractor must submit a quote to the Client within a reasonable period of time with regard to the services to be changed subject to reasonable and customary market conditions.

(2) If the contracting parties fail to agree on the change in scope, the Contractor shall nevertheless be obliged to carry out the change request where necessary to implement mandatory legal provisions applicable to the Client or to avert imminent damage. In this case, the Contractor shall receive appropriate and customary remuneration. Dates and service provision deadlines for other services shall be postponed accordingly.

(3) If no agreement can be reached on the change request in other cases, the Client shall be entitled to terminate the contract for cause if it cannot reasonably be expected to adhere to the contract without implementing the change.

11. SERVICE PROVISION DEADLINES, DELAYS

(1) Agreed delivery and performance deadlines are binding. The Contractor must inform the Client without undue delay of any delays that occur. In the event of delays for which the Contractor is not responsible, the performance deadlines affected by the delay shall be postponed appropriately; the statutory claims of the parties shall remain hereby unaffected. Otherwise, any postponement of delivery and/or performance deadlines must be agreed by mutual consent.

(2) In the event of a delay, the Client may demand compensation for the damage caused as a result. Furthermore, the Client may terminate the contract in accordance with the statutory provisions if it has set the Contractor a reasonable grace period for performance, which has passed to no avail. In this case, the Contractor must provide compensation for the resulting damage. Instead of seeking compensation for damages, the Client may demand compensation for futile expenses pursuant to Section 284 BGB. The granting of a grace period is not

required in the cases specified by law in accordance with Sections 281(2) and 323(2) BGB.

12. REMUNERATION, REIMBURSEMENT OF COSTS

(1) The remuneration stated in the purchase order by the Client is binding. Unless expressly agreed otherwise in writing, the prices for deliveries include free delivery to the delivery address. Payment of the remuneration stated in the purchase order covers all of the Contractor's services.

(2) The Contractor must adhere to the agreed maximum fees, fixed prices, and pre-contract cost estimates, unless the estimate is explicitly specified as non-binding in the purchase order. In particular, the following information must be included in the invoices:
- Name; address and VAT identification number of the respective Client company
- Name, address and tax number or VAT identification number of the Contractor
- Type and scope of service (alternatively reference to supplementary documents, e.g. contract), disclosure broken down by the share of service provision and rights
- Time of service provision (e.g. month)
- Date on which the invoice was issued
- Consecutive invoice number
- Client purchase order number
- Net amount for the service, broken down into taxable – separated according to tax rates – and tax-free amounts
- The tax amount attributable to the net amount must be presented as a separate item
- Reference to the grounds for tax exemption (e.g. delivery abroad)
- Additional information for foreign service providers/Contractor
- Low-value invoices (up to EUR 250.00) must only contain items 1, 4, 6 and 11 and the gross amounts broken down according to tax rates.

(3) If remuneration based on time spent has been agreed, the Contractor must submit activity reports stating the nature of the service and the time spent in a transparent and comprehensible manner.

(4) Travel and accommodation expenses shall only be reimbursable where expressly provided for in the respective purchase order and the relevant expenses have been authorised in writing by the Client in advance.

13. APPROVAL

(1) The following terms apply in cases where the Contractor's services pertain to services under a contract for work, or where the parties have agreed to acceptance procedures.

(2) The Contractor must make the services available for acceptance by the agreed date. Unless otherwise agreed, the Client shall be entitled to subject the service to an acceptance test within 30 days of provision. A functional test must be carried out for software. The acceptance test is carried out under simulated and/or real operating conditions at the Client's discretion. The Client shall determine the modalities and period of the acceptance test in consultation with the Contractor. The Client may demand that the Contractor carries out the acceptance test at the Client's premises and proves that the service complies with the contract. The Contractor must provide reasonable assistance to the Client during the acceptance test process. Any defects are recorded by the Client.

(3) Partial acceptances shall only take place when expressly agreed. Unless otherwise specified, partial acceptance only verifies that the specific portion of work under review meets the contractual requirements. This acceptance does not review or verify the contractual compliance of any other project components. Unless expressly agreed otherwise, partial acceptance is always subject to overall acceptance. If the Client accepts parts of the service separately, it may still report defects affecting these previously accepted parts during the final overall acceptance, particularly when such defects only become apparent when checking how all parts work together.

(4) Acceptance of the service also requires that the required documentation is submitted.

(5) The Contractor must immediately correct any defects that prevent acceptance and present the service for another acceptance review. The provisions of Section 12 shall apply accordingly to a second acceptance review.

(6) If there are no defects or only insignificant defects that do not have the effect of a significant defect in their entirety, the Client must declare acceptance within 15 working days of completion of the acceptance test, unless a longer period has been agreed.

(7) The declaration of acceptance must be submitted in writing to be effective. Use of the service in whole or in part by the Client does not constitute acceptance thereof. However, a service shall be deemed to have been accepted if the Contractor has set the Client a reasonable deadline for acceptance after completion of the work and the Client has culpably not refused acceptance within this deadline by stating at least one defect.

14. DUTY TO INSPECT, NOTIFICATION OF DEFECTS

(1) If no acceptance has been agreed and the Client is required to inspect and give notice of defects in accordance with the statutory provisions (in particular in accordance with Section 377 of the German Commercial Code [HGB]), the following provisions apply.

(2) A complaint about obvious defects shall be deemed to have been made in good time if the Client provides notice thereof within two weeks of delivery/handover. Notification of other defects shall be deemed timely if they are reported within two weeks of their discovery.

15. RIGHTS TO DELIVERABLES INDIVIDUALLY PREPARED FOR THE CLIENT

(1) The purpose of the transfer of rights agreed herein is to enable the Client and its affiliated enterprises within the meaning of Section 15 of the German Stock Corporation Act [AktG] to freely use and exploit the results of the services individually created for the Client by the Contractor and its vicarious agents exclusively, comprehensively and permanently. Custom deliverables specifically refer to a product newly created to meet the Client's individual needs, rather than pre-existing products that the Contractor developed independently prior to being assigned by the Client.

(2) Deliverables within the meaning of this provision are all products of work created specifically for the Client by the Contractor, in particular computer programs in all code versions, specifically object code and source code, custom software development tools, documentation, particularly development documentation, analyses, concepts, requirements specifications and functional specifications, and any other content and materials in their respective interim and final versions. Deliverables also pertain to the results of adaptations or enhancements to existing programs, documentation and descriptions as well as database works and databases and all data contained therein.

(3) The Contractor transfers to the Client all rights to the results of the service provision, in particular any rights to inventions or patent rights, design rights, copyright utilisation rights, ancillary copyrights, trademark rights, rights to know-how and all other property rights, in full and without restriction, at the time of their creation. The rights are exclusive, unlimited in terms of content, territory and time, as well as transferable and sub-licensable. The Client hereby accepts this transfer. To the extent that formal requirements (in particular applications) are required for the creation or exercise of intellectual property rights, the Contractor shall be obliged to bring about these requirements without delay or to support the Client in the fulfilment of the formal requirements.

(4) The rights of use granted under copyright law include all known and unknown types of use. The rights of use include, in particular, the right to reproduce, translate, edit or otherwise rework the deliverables, as well as to reproduce the results obtained, to distribute the deliverables in any form, including leases, and any kind of public reproduction, including making them available to the public. To the extent permitted by law, the Contractor unconditionally and irrevocably waives the exercise of moral rights, including the right to be named, and must

ensure that its vicarious agents also declare a corresponding waiver.

(5) In the event that databases are created by the Contractor for the Client, the Client shall be deemed to be the producer of the database within the meaning of Section 87a of the German Copyright Act [UrhG], notwithstanding the above provisions. In the case that databases belonging to the Client that are edited, modified, extended or otherwise reworked by the Contractor, the Client shall remain the producer of the reworked database.

(6) The rights to all data, regardless of the type (e.g. raw data, aggregated data, structured and unstructured data, product data, customer data, financial data, technical data, statistical data, log data, log files and personal data) as well as regardless of the format and regardless of whether they are separately protectable under existing laws, which are collected, generated, stored, processed, modified, enriched, linked or otherwise used by the Contractor in the course of the provision of its services, as well as to all data originating from the Client's operations, belong exclusively to the Client. The rights to the data shall be transferred by the Contractor to the Client at the time of its creation; the Client hereby accepts this transfer. With regard to the legal rights of the Client to the data, the above provisions of Section 13 apply accordingly.

(7) The Contractor must ensure in contracts concluded with its vicarious agents that the Client is entitled to the rights under the above provisions in terms of the content and scope specified therein.

(8) The Contractor's contractual activities do not grant the Contractor any legal rights to the Client's property.

(9) The aforementioned transfers of rights are covered in full by the agreed remuneration. The Contractor warrants that it has paid appropriate remuneration within the meaning of Section 32 UrhG to the authors commissioned with the creation of the deliverables.

16. RIGHTS TO PRE-EXISTING MATERIALS

(1) At the time of delivery, the Contractor shall irrevocably grant the Client a non-exclusive, transferable and sub-licensable right of use, unlimited in terms of content, territory and time, to materials, documents and records supplied by the Contractor which already existed before the order was placed and which were not created individually for the Client ("Pre-existing Materials").

(2) The Contractor shall only integrate pre-existing materials (e.g. software elements, templates) into deliverables to be created individually for the Client if it has received the Client's prior consent to do so. With the integration of the pre-existing works, the Client receives the rights to these in accordance with Section 14.

17. RIGHTS TO STANDARD SOFTWARE; CUSTOMISING

(1) The Contractor grants the Client the non-exclusive right to use the delivered standard software, including the right to sublicense it, unlimited in terms of content, territory and time. "Standard software" within the meaning of this provision is software that was not created individually for the Client, but was created from the outset to be made available to a large number of users on the market. The parties may agree on deviating terms of use; this applies in particular in the case of standard software from a third-party provider.
Unless otherwise agreed, the Client shall be authorised to use the standard software provided at its own premises and at the premises of all companies affiliated with it within the meaning of Section 15 AktG. The Client is authorised to operate the software itself on its own systems or to have it operated by a third party on its behalf (outsourcing, etc.).

(2) The Contractor grants the Client a non-exclusive right of use, unlimited in terms of content, territory and time and transferable to third parties on a temporary or permanent basis, to the corresponding deliverables in all of their intermediate and final stages at the time of their creation for modifications of standard software where no change or reprogramming of the source code takes place (e.g. customising, parameterisation of the standard software).

18. OWNERSHIP OF TANGIBLE PROPERTY

(1) The Contractor shall grant the Client ownership of all tangible items to be provided to the Client on a permanent basis at the time of their creation and in their current state of processing.

(2) The Contractor must transfer complete and unrestricted ownership of all deliverables to the Client, ensuring they are free from any third-party claims or encumbrances.

19. TRADEMARKS AND INTELLECTUAL PROPERTY RIGHTS

(1) If a third party asserts claims against the Client due to the infringement of property rights by the Contractor's services and if their use is impaired or prohibited as a result, the Contractor shall be liable in accordance with the following provisions, without prejudice to other rights of the Client.

(2) The Contractor may, at its discretion and expense, either modify or replace the services in such a way that they do not infringe the property right, but essentially correspond to the agreed functional and performance characteristics in a way that is reasonable for the Client, or indemnify the Client in full against claims by the property right holder.

(3) If the Contractor is unable to modify and replace the service or can only do so under disproportionate conditions, it shall have the right to withdraw the affected services against reimbursement of the remuneration paid. The Contractor shall grant the Client a reasonable period grace period, unless this is only possible under unreasonable legal or other conditions.

(4) The parties must inform each other immediately of any claims asserted by third parties. The Client shall not recognise the alleged infringement of property rights and shall either leave any dispute, including any out-of-court settlements, to the Contractor or only conduct it in agreement with the Contractor. The Contractor must reimburse the Client for necessary legal defence costs and other damages insofar as the Client is or must remain entitled to suitable legal defence measures and settlement negotiations for legal reasons. In this case, the Client is entitled to an advance payment in the amount of the estimated legal defence costs.

(5) If the Client bears sole responsibility for the infringement of property rights, claims against the Contractor are excluded.

20. PRICES AND TERMS OF PAYMENT

(1) The prices stated in the quote are binding and exclude subsequent claims of any kind. Costs for packaging and transport to the delivery address or place of use specified by the Client (e.g. at the named premises) are included in the prices. Invoices must state the date of delivery.

(2) The statutory value added tax is included in the price and listed separately at the end of quotes and all invoices. The invoices must comply with the requirements of Sections 14, 14a of the German Value Added Tax Act [UstG]. In particular, the following information must be included in the invoices:
- Name; address and VAT identification number of the respective Client company
- Name, address and tax number or VAT identification number of the Contractor
- Type and scope of service (alternatively reference to supplementary documents, e.g. contract), disclosure broken down by the share of service provision and rights
- Time of service provision (e.g. month)
- Date on which the invoice was issued
- Consecutive invoice number
- Client purchase order number
- Net amount for the service, broken down into taxable – separated according to tax rates – and tax-free amounts
- The tax amount attributable to the net amount must be presented as a separate item
- Reference to the grounds for tax exemption (e.g. delivery abroad)
- Additional information for foreign service providers/Contractor
- Low-value invoices (up to EUR 250.00) must only contain items 2, 3, 5 and 10 and the gross amounts broken down according to tax rates.

(3) Invoices can only be processed by the Client if they –

in accordance with the specifications in the order – state the purchase order number shown therein. The Contractor bears responsibility for all consequences that arise from failure to comply with this obligation, unless it can prove that it is demonstrably not responsible for them. The Contractor must invoice its services in a verifiable manner. Invoice amounts that are to be paid for changes and additions must be listed separately from the other invoice amounts or specially reference the agreements made. Invoices are to be sent by email to lieferantenrechnung@pyur.com and must not be enclosed in the delivery.

(4) The payment period shall commence after delivery or provision of the service and upon receipt of a correct invoice by TC. Payment shall be made subject to the acceptance of services provided in accordance with the contract. The payment period shall be 30 days with a 3% discount or 60 days without a discount, at TC's discretion. The timeliness of payments is determined by the time of the payment transfer order or, if an otherwise customary payment method is selected, the time at which the payment is received.

(5) To the extent permitted by law, the Client may set off costs and retain payments. In particular, in the event of defective delivery/service, the Client is entitled to withhold payment pro rata until proper fulfilment of the corresponding delivery or service.

21. SPECIAL CONDITIONS FOR CONTRACT WORK

(1) The provisions of Section 20 apply to orders that are exclusively for contract work. If it is not clearly agreed whether the assignment includes services under a contract for services and or services under a contract for work, services under a contract for work are assumed in case of doubt.

(2) The Contractor bears responsibility for delivering the specified outcome. The work must be provided to the Client free of defects in quality and encumbrances.

(3) In the event of a defect, the Client shall be fully entitled to the statutory rights in accordance with Sections 634 et seq. BGB. The limitation period for claims for defects is two years for material defects and three years for defects of title. If the statutory limitation period for claims for defects is longer, the longer limitation period shall apply instead. The limitation period for work subject to acceptance shall commence at the time of acceptance, or otherwise in accordance with the statutory provisions.

22. SPECIAL CONDITIONS FOR SERVICES

(1) The Contractor is responsible for providing the commissioned service.

(2) If a service is not provided in accordance with the contract, the Contractor must, at the request of the Client, provide the service in accordance with the contract within a reasonable period of time without additional remuneration or additional costs for the Client. This does not apply if the Contractor is not responsible for the breach of duty. Other rights and claims of the Client, in particular claims for damages or reimbursement of expenses and the right to terminate the contract for good cause, shall remain unaffected by this.

(3) This contract ends at the end of its agreed term. If the duration of the contract has neither been agreed nor can it be inferred from the nature or purpose of the services, the contract may be terminated in whole or in part by either party with three months' notice to the end of a calendar month, but at the earliest at the end of any minimum contract term agreed in the contract. The parties may also agree different notice periods.

23. OBLIGATIONS AFTER THE END OF THE CONTRACT

(1) At the end of the contract, the Contractor must immediately and without being requested to do so return all documents, aids, materials or objects received from the Client which were provided to it for a limited period for the purpose of executing the contract. This also applies to all copies. Furthermore, all deliverables, in any form, must be handed over to the Client if the granting of exclusive rights has been agreed, this also applies to any copies made.

(2) The Client may require permanent deletion or destruction instead of handover, either in part or in total. This must be proven to the Client upon request and at the Client's discretion by means of a corresponding declaration or otherwise.

24. DATA PROTECTION

(1) If the Contractor collects, processes or uses personal data on behalf of the Client, the Contractor must, at the request of the Client, immediately conclude a data processing agreement that fulfils the statutory requirements.

(2) The Contractor must ensure that all persons entrusted by it with the processing or fulfilment of the contract comply with the statutory provisions on data protection. The obligation of confidentiality required under data protection law must be undertaken at the latest before the first commencement of the activity and must be proven to the Client upon request.

(3) The Client shall be entitled to terminate the contract without notice in whole or in part if the Contractor culpably fails to fulfil its obligations pursuant to Sections 23.1 and/or 23.2 within a reasonable grace period or if the Client cannot reasonably be expected to continue to adhere to the contract because the Contractor has culpably violated data protection regulations (e.g. Art. 32 General Data Protection Regulation).

25. CONFIDENTIALITY

(1) Each party is obliged to treat all confidential information, business and trade secrets of the other party obtained within the scope of the contractual relationship as confidential and, in particular, not to pass them on to third parties or to use them for purposes other than the contractual purposes.

(2) The Client is authorised to pass on confidential information from the Contractor's field to the extent necessary to its affiliated enterprises within the meaning of Section 15 AktG. The corresponding entities must be obliged to maintain confidentiality. Furthermore, the Contractor shall be entitled to pass on confidential information from the Contractor's field to service providers commissioned by the Client, insofar as this is necessary for the Client's operational purposes; these service providers shall also be obliged to maintain confidentiality.

(3) The Contractor is authorised to disclose confidential information only to subcontractors whose use the Client has expressly consented to, if and to the extent that this confidential information is necessary for the provision of the contractually agreed services by the Contractor. This shall only apply if the subcontractor has previously undertaken to maintain confidentiality vis-à-vis the Contractor to at least the same extent that the Contractor has undertaken vis-à-vis the Client. The disclosure of confidential information by the subcontractor must be excluded, unless the Client has expressly agreed to the corresponding disclosure in writing in advance.

(4) Confidential information refers to information that a reasonable third party would consider worthy of protection or that is market as confidential; it may also include information that becomes known during an oral presentation or discussion. Confidential information may only be used for the purpose of fulfilling the obligations arising from the assignment. The obligation of confidentiality does not extend to information that is already lawfully known to the parties or becomes known outside the business relationship without breaching a confidentiality obligation.

(5) The business relationship with the Client must always be treated as confidential by the Contractor. The Contractor may only refer to the business relationship in advertising or other documents with the prior written consent of the Client. The use of the trademarks, trade names or other designations of the Client also requires prior written consent.

26. TERMINATION OF THE CONTRACTUAL RELATIONSHIP

(1) The Client shall be entitled to terminate the contractual relationship for good cause without observing a notice period. Good cause applies in particular if

- the Contractor fails to fulfil essential obligations even after a warning,
- despite receiving a warning, the Contractor continues to breach significant contract terms, particularly through delays in service delivery,
- there is a change of ownership or a significant change in the Contractor's corporate structure ("change of control") that entails the ownership structure of the Contractor's company changing to a degree that the new owner acquires more than 50% of the company shares and/or control options, and this adversely affects the business interests of the Client,
- the Contractor has become insolvent; namely if an application is made to open insolvency proceedings and the other party has either filed the application itself or is insolvent or overindebted or the court has ordered security measures in accordance with Section 21 of the German Insolvency Code [InsO],
- the contract was concluded in breach of the provisions of the German Competition Act.

(2) If the contract is terminated for good cause for which the Contractor is responsible, the Contractor shall only be remunerated for the services rendered up to the date of termination. The Client retains all other rights to make claims, especially those related to compensation for damages.

(3) Notices of cancellation must be submitted in writing to be effective.

27. INSURANCE COVER

(1) The Contractor is obliged to maintain sufficient public liability insurance for personal injury, property damage (incl. processing damage) and financial losses in line with the risks associated with the services to be provided and to maintain such insurance during the provision of services. Corresponding evidence must be submitted to the Client upon request.

(2) If keys are also handed over to the Contractor, the insurance cover must also cover damage to keys within the scope of the sums insured for property damage and financial loss.

28. AUDIT

(1) The Client has the right to an audit in accordance with the following provisions if it has a legitimate interest and an audit is necessary to verify the proper provision of services. In the event of an audit, the Client or its representatives shall have the right to inspect the Contractor's premises and to inspect the Contractor's records, to audit them and to make copies of them, provided that these records are suitable and necessary to prove the contractual service provision and no third party rights prevent the inspection. The inspection shall take place to a reasonable extent, at the usual location and during normal business hours. The Contractor must co-operate fully and promptly with any inspection or audit conducted by or on behalf of the Client, including answering questions fully and accurately/correctly and providing requested documents.

(2) The Client is entitled to an audit subject to a notice period of 2 working days. The Contractor must immediately provide the Client's employees with appropriate assistance free of charge where necessary to undertake the audit. If the Contractor processes personal data, audits may be carried out without prior notice.

(3) The Client may carry out audits at any time up to 2 years after the end of the calendar year following the end of this contract or the purchase order.

(4) The Client must bear the costs of an audit, unless the audit reveals that the Contractor has breached contractual obligations to a significant extent. In this case, the Contractor must pay all reasonable fees or reimburse the Client. If it transpires that the Client has made overpayments, these overpayments must be refunded immediately with interest.

28. Preventive measures in accordance with Section 6 of the Supply Chain Due Diligence Act

(1) The Contractor undertakes to comply with the human rights and environmental standards and obligations as set out in the Tele Columbus Supplier Code of Conduct. The rights and obligations set out in the Supplier Code of Conduct apply without prejudice to and in addition to this Supply Chain Due Diligence Act clause. The Contractor is responsible for both transferring these obligations to subcontractors and enforcing their compliance through appropriate controls.

(2) If any suspicion arises regarding the Contractor's failure to comply with the requirements set out in clause 1, the Contractor must promptly investigate and report the findings to Tele Columbus. Tele Columbus may conduct its own investigation or engage external parties to do so. This specifically includes examining all pertinent records.

(3) Even in the absence of suspicion, Tele Columbus maintains the right to conduct an inspection as part of its risk assessment or effectiveness verification processes.

(4) If there are concrete indications that a human rights or environmental risk exists at the Contractor's premises or that such a risk has materialised into a violation, the Contractor is obliged to cooperate in the implementation of the preventive or remedial measures that Tele Columbus is obliged to carry out in accordance with the Supply Chain Due Diligence Act [LkSG] and to tolerate them.

(5) Irrespective of specific grounds for suspicion, the Contractor is obliged to respond to enquiries from Tele Columbus regarding the fulfilment of the obligations under this LkSG clause within a reasonable period of time and in compliance with the specified formalities.

(6) Tele Columbus reserves the right to terminate the contract with the Contractor without notice in the event of a serious breach of the obligations of this LkSG clause and to demand compensation from the Contractor for the damage caused by the culpable breach of one of the above obligations.

29. FINAL PROVISIONS

(1) The Contractor may only assign claims against the Client that have arisen or arise in connection with this assignment with the prior written consent of the Client. The place of jurisdiction for all disputes arising from the assignment is Berlin, insofar as this is legally permissible.