

General Terms and Conditions of Purchase of NTT Germany AG & Co. KG

These General Terms and Conditions ("**GTC**") apply to all business transactions involving the purchase of rental items, goods or works (including software) or services ("**Goods**") by NTT Germany AG & Co. KG, Horexstraße 7, 61352 Bad Homburg v. d. Höhe, Germany ("**NTT**") from businesses within the meaning of Section 14(1) of the German Civil Code (*Bürgerliches Gesetzbuch* – "**BGB**") ("**Supplier**") for its own use or for resale to or use by third parties ("**End Customer**"). NTT will enter into such transactions ("**Agreements**") solely on the basis of these GTC. Terms and conditions of suppliers which conflict or differ from the terms and conditions of NTT are excluded, even if NTT does not expressly object to them. These terms and conditions will be deemed to have been accepted at the latest upon delivery or performance by the Supplier.

1. Purchase Order and Order Confirmation

- 1.1. NTT is entitled to cancel an Agreement at any time until receipt of the Supplier's written order confirmation.
- 1.2. If there are discrepancies between the order confirmation and the actual purchase order, such discrepancy shall only become part of the Agreement if NTT has expressly agreed to it in writing. Acceptance of the delivery or performance does not constitute tacit acceptance of the discrepancy.

2. Performance, Transfer of Risk

- 2.1. The place of performance shall be as stated in the respective purchase order. In the absence of any such information in the purchase order or a specific agreement between the parties to the contrary, the place of performance shall be NTT's registered office.
- 2.2. NTT is entitled to check the implementation at any time during performance of the services.
- 2.3. Early or partial deliveries are only permissible if this has been agreed in advance in writing with NTT.
- 2.4. All deliveries shall be made on DDP basis (Incoterms 2020) and duly accompanied by a delivery note and purchase order reference in a manner customary in the industry. The Goods shall be adequately packaged in conformity with standard commercial practice. Transport packaging shall be taken back by the Supplier at its expense.
- 2.5. The Supplier shall obtain information in advance about the applicable house rules of NTT or of the End Customer, as well as all the occupational safety and accident prevention regulations, and shall comply with them.
- 2.6. NTT is entitled to terminate any Agreement at any time without stating any reasons. In this case, NTT shall pay the Supplier for the costs incurred for the actual services rendered up to the date of termination of the Agreement. Any further claims for damages or compensation for any costs incurred by the Supplier are excluded. In all other aspects, the provisions laid down in Section 648 BGB remain unaffected.
- 2.7. At NTT's request, Supplier shall conduct all communication and documentation in German to the extent reasonably practicable under the circumstances.

3. Exports

Where the services are clearly intended for export, Supplier shall ensure that all the necessary information is included in the delivery documents to allow NTT to provide the information required under EU and US export control regulations, German foreign trade law and other relevant customs and embargo regulations, and to take the necessary steps. This shall not give rise to any claim for additional remuneration.

4. Acceptance

- 4.1. Information technology devices or systems as well as custom software will only be accepted after four weeks of successful test operation and written declaration of acceptance by NTT or the End Customer, unless otherwise agreed in writing.
- 4.2. Each acceptance must be documented by way of an acceptance report signed by the End Customer or NTT.
- 4.3. Partial acceptance is excluded.

5. Delay in Performance

- 5.1. If the Supplier anticipates a delay in its delivery or performance, it shall notify NTT promptly, stating the reasons for the delay.
- 5.2. If the Supplier is in default of delivery, NTT will be entitled to impose a penalty of 0.2% of the total net remuneration for each calendar day on which the Supplier is in default. Sentence 1 shall also apply mutatis mutandis if the agreed time limits for partial performances are exceeded. In this case, the penalty shall be calculated based on the portion of the total net remuneration that is attributable to the partial performance. In total, the penalty payable under this provision may not exceed 5% of the total net remuneration.

6. Termination for Cause

- 6.1. The right to terminate an Agreement for cause remains unaffected.
- 6.2. For NTT, an event of termination for cause shall have occurred, in particular, if:
 - 6.2.1. the End Customer terminates the contract for the performance of which the Supplier has been engaged by NTT; or
 - 6.2.2. the Supplier breaches any of the following Sections of these GTC: 7.5, 17.1, 17.5, 19 or 20.1 to 20.4.

7. Representations and Warranties

- 7.1. The Supplier hereby represents and warrants that:
 - 7.1.1. the Goods are new and not used or refurbished, unless NTT has expressly agreed to this in writing;
 - 7.1.2. the Goods are free from design, material or workmanship defects;
 - 7.1.3. the Goods are free from all liens, security interests or other encumbrances and the Supplier holds the ownership title to the goods; and
 - 7.1.4. the intellectual property rights of third parties have not been infringed or disregarded.
- 7.2. The Supplier agrees to provide NTT with spare parts at the Supplier's applicable list price, less any agreed discounts, for a period of five years from the date of the transfer of risk. In addition, the purchased Goods are subject to any written and/or oral express warranties of the Supplier, its suppliers and/or manufacturers. All representations and warranties shall be construed as both a guarantee and a warranty and are not exclusive.
- 7.3. Where the Supplier's Goods contain or integrate free or open-source software ("**FOSS**"), the Supplier warrants that
 - 7.3.1. it has the right under any applicable open-source licences ("**Open-Source Licences**") to grant NTT the relevant rights to use to the Goods (and the included FOSS) without any additional licensing requirements;
 - 7.3.2. it has not used the FOSS in a manner that could, under the terms of those Open-Source Licences, require NTT (or an End Customer) to disclose or make available to third parties the source code of materials of NTT or its End Customers; and
 - 7.3.3. it has the right under the Open-Source licences to grant NTT the envisaged right to transfer the rights to use the Goods (and the included FOSS) to end users without any additional licensing requirements.
- 7.4. All representations, warranties and guarantees apply to and can be asserted by both NTT and its End Customers.

General Terms and Conditions of Purchase of NTT Germany AG & Co. KG

7.5. The Supplier undertakes to comply with NTT's **Supplier Code of Conduct**. A failure by the Supplier to comply with the Supplier Code of Conduct will be deemed a material breach of an Agreement.

8. Warranty for Defects

- 8.1. NTT is not obliged to inspect the Goods or to make specific enquiries about any defects upon conclusion of the Agreement. In partial derogation from Section 442(1) sentence 2 BGB, NTT is entitled to make claims for defects without limitation even if it was not aware of the defect at the time of the conclusion of the Agreement due to gross negligence.
- 8.2. NTT shall fulfil its obligation in accordance with Sections 377, 381 of the German Commercial Code (*Handelsgesetzbuch - HGB*) within four weeks after the transfer of risk, with the following proviso: The obligation to inspect Goods is limited to defects that can be visually identified during the incoming Goods inspection, including the delivery documents (e.g. transport damage, incorrect or insufficient deliveries), or defects that are identifiable during quality control through random sampling. No incoming Goods inspection is required if the goods are subject to an acceptance procedure. Otherwise, the extent to which an inspection of Goods is feasible in the ordinary course of business, taking into account the circumstances of the individual case, shall be decisive. This is without prejudice to the obligation to report defects discovered at a later point in time.
- 8.3. The remedy shall also include the removal of the defective Goods and their re-installation, if the Goods were installed in another item or attached to another item in a manner consistent with their nature and intended use before the defect became apparent; this does not prejudice the statutory right to reimbursement of any associated expenses (removal and installation costs).
- 8.4. Without prejudice to the statutory rights and provisions set out in Section 8.1, the following shall apply: If the Supplier fails to comply with its obligation to remedy the defect within a reasonable period of time set by NTT - according to NTT's choice either by eliminating the defect (repair) or by delivering a defect-free item (replacement) - NTT will be entitled to remedy the defect itself and demand reimbursement of the expenses incurred for this purpose or request an appropriate advance payment. If the Supplier's remedial action fails or NTT cannot be reasonably expected to accept it (e.g., due to particular urgency, risks to operational safety or the risk of disproportionate loss or damage), then there will be no need to set a specific time limit; NTT shall notify the Supplier of such circumstances promptly and if possible, in advance.
- 8.5. The limitation period for claims arising from Section 9.1.5 shall be three years, commencing from the transfer of risk.

9. Indemnification

- 9.1. The Supplier shall indemnify NTT its affiliates within the meaning of Sections 15 et seq. of the German Stock Corporation Act (*Aktiengesetz - "AktG"*) (including the respective management personnel, directors, agents and employees of NTT and its affiliates) from all third party claims and related liabilities, damage, losses, costs (including attorneys' fees) and litigation expenses arising directly or indirectly from the following:
- 9.1.1. Any violations of applicable laws by the Supplier.
- 9.1.2. Any claims related to the death or personal injury of any person or destruction of or damage to property or environmental pollution and any associated remediation costs resulting from the actions or omissions of the Supplier in connection with the Agreement.
- 9.1.3. The Supplier fails to meet the legal or other requirements for classification as an independent contractor.
- 9.1.4. Claims for taxes, wages or social benefits asserted by an employee of the Supplier.

9.1.5. Any third-party claims alleging that the Goods, documentation or licensed materials (including any associated products or processes provided in connection with them) or the use of the aforementioned items by NTT infringe upon a patent, registered design, trademark, copyright or other intellectual property or proprietary rights.

9.2. In the event of a claim falling under Section 9.1, NTT shall:

- 9.2.1. Notify the Supplier; and
- 9.2.2. Assume the defence and the settlement negotiations associated with the claim, subject to NTT's right to participate in the defence (at the Supplier's expense).

9.3. The Supplier shall not settle any such claim without NTT's prior written consent. If the Supplier does not respond within ten calendar days to a notification pursuant to Section 9.2.1, NTT will be entitled to settle or otherwise defend the claim at its discretion. In this case, the Supplier will be fully liable for all costs and expenses incurred by NTT, including any amounts awarded by a court or other judicial body or agreed upon in a settlement.

9.4. In the event of claims for damages by third parties, the Supplier reserves the right to prove that it is not liable for the infringement of the third party's rights.

10. Liability for Defective Products

- 10.1. Insofar as the Supplier is responsible for a defect in a product in the meaning of the German Act on Liability for Defective Products (*Produkthaftungsgesetz - ProdhaftG*), it shall be obliged to indemnify NTT against claims for damages of third parties upon first request to the extent that the cause lies within its sphere of control and organisation and it is itself liable in the external relationship.
- 10.2. As part of the Supplier's liability for claims within the meaning of Section **Fehler! Verweisquelle konnte nicht gefunden werden.**, the Supplier shall also reimburse NTT for any expenses pursuant to Sections 683, 670 BGB or pursuant to Sections 830, 840, 426 BGB arising from or in connection with a recall campaign lawfully carried out by NTT. Where feasible and reasonable, NTT shall inform the Supplier about the content and scope of such a recall in good time in advance and give it the opportunity to take a position.

11. Insurance Cover

The Supplier shall take out adequate insurance cover as customary in the industry and provide NTT with relevant proof upon request.

12. Pricing, Terms of Payment

- 12.1. The prices listed in the purchase order are, as a rule, quoted exclusive of statutory VAT but inclusive of costs of packaging, transport and proper disposal or recycling of packaging.
- 12.2. Where invoicing based on actual costs incurred has been agreed, the remuneration shall be based on the hourly rates specified in the purchase order. Furthermore, the purchase order may provide for a remuneration cap or estimated expenses. There is no entitlement to go up to the remuneration cap or estimated expense. NTT will only pay for ordered services that were actually provided by the Supplier. If the actual expense exceeds the remuneration cap or the cost estimate, the Supplier shall seek the consent of NTT.
- 12.3. The prices specified in the purchase order are binding.
- 12.4. Invoices shall only be issued after a defect-free transfer of risk. Unless otherwise agreed, partial payments are excluded.
- 12.5. Invoices shall always contain the NTT purchase order number.
- 12.6. Unless otherwise agreed, all invoices shall be issued in EUR.

General Terms and Conditions of Purchase of NTT Germany AG & Co. KG

12.7. Payments shall be made net within 60 days of the transfer of risk and receipt of invoice.

17.2. The Supplier shall promptly notify NTT if third parties from its sphere of responsibility have gained access to NTT's data without authorisation or if authorities have requested or obtained such access, unless the Supplier is prohibited by law or a binding order to do so.

17.3. If the Supplier is of the opinion that its performance constitutes or includes contract data processing within the meaning of Article 28 of the General Data Protection Regulation (GDPR), it shall promptly notify NTT to that effect in writing.

17.4. If there are any changes to the statutory or regulatory data protection requirements during the contractual relationship, the parties shall work together to take appropriate action to ensure compliance with the changed requirements.

17.5. The Supplier undertakes to deliver only goods that have been checked prior to delivery, where the checks have not revealed any evidence of malicious software. In addition, the Supplier hereby warrants that the goods are free from functions that could jeopardise the integrity, confidentiality and availability of the goods, other hardware or software or data, which are contrary to the confidentiality or security interests of NTT or its customers through

17.5.1. active functions for unwanted data leakage or exfiltration;

17.5.2. active functions for unwanted modification/manipulation of data or flow logic, or

17.5.3. active functions for the unwanted introduction of data or unwanted functional extensions.

17.6. A possible activity of a function will be considered unwanted within the meaning of Sections 17.5.1 to 17.5.3 if the activity has not been requested by NTT or NTT's End Customers in the service specification, or it has not been offered by NTT with a clear description of the activity and its effects, or it has not been expressly authorised by NTT and NTT's End Customers on a case-by-case basis (referred to as an opt-in).

13. Copyright and Rights of Use

13.1. The Supplier grants NTT a worldwide, non-exclusive right to resell, transfer, sublicense, rent or lease the Supplier's Goods to End Customers or to incorporate them into (or use them in connection with) any NTT service or product.

13.2. The Supplier irrevocably grants NTT and any of its affiliates within the meaning of Sections 15 et seq. AktG the exclusive, transferable, sublicensable rights unlimited in time or territory (worldwide) to use and exploit any work results and related materials, including documentation and manuals, concepts and designs.

13.3. The payment of the agreed remuneration shall cover the transfer of the aforementioned rights, and no further remuneration shall be payable in this regard.

14. Set-Off, Right of Retention and Assignment

14.1. The Supplier is only entitled to set off or exercise the right of retention with respect to undisputed or legally established claims.

14.2. The Supplier shall only have the right to assign or subcontract its services or parts thereof to third parties with NTT's prior written consent.

14.3. While the Supplier has the right to assign monetary claims against NTT to third parties also without NTT's consent, this will constitute a ground for terminating or rescinding the performances as of the time when the assignment becomes effective if NTT has not previously agreed to the assignment in writing and the assignment would lead to a further drawdown on NTT's credit line.

15. Force Majeure

Where performance has been disrupted due to events that qualify as force majeure such as war, civil unrest, natural disasters, fire, pandemics, industrial action or sabotage by third parties, the party affected shall be released from its performance obligations with respect to the other party for the duration of the impediment and to the extent of its impact. This does not apply if the impediment caused by the force majeure event was within reasonable control of the affected party.

16. Confidentiality

16.1. Any information exchanged in connection with the business relationship, especially if it is of a commercial or technical nature, shall be treated as confidential and shall not be disclosed to third parties unless such information is generally known. The information shall be stored in a way that prevents any misuse. Furthermore, the Supplier hereby warrants that the information will only be disclosed to its employees, consultants and other vicarious agents who are entrusted with the performance of the Agreement and who have been obliged to secrecy in writing.

16.2. Documents, data, etc. provided by NTT shall remain NTT's property and shall be returned immediately upon NTT's request. This is without prejudice to any retention requirements set out in the company's articles of association, agreements or laws and regulations, including the German Trade Secrets Act (*Gesetz zum Schutz von Geschäftsgeheimnissen - GeschGehG*).

17. Data Protection, Data Security and No-Backdoor Declaration

17.1. The Supplier shall instruct its employees in accordance with the relevant data protection laws and regulations and oblige them to keep the data confidential.

18. Information Security and Remote Access

18.1. The Supplier undertakes to take effective measures in line with recognised science and technology standards to protect all information of NTT and its End Customers against unauthorised access, modification, destruction or loss, unauthorised processing and other misuse.

18.2. The Supplier undertakes to maintain an information security management system (ISMS) according to one of the accepted standards.

18.3. The Supplier is required to be certified according to ISO/IEC 27001, as amended, and to maintain that certification for the duration of the contractual relationship. The Supplier shall make the certificate and the annual audit reports available to NTT promptly after receiving them, without the need for a formal request.

18.4. Where NTT provides the Supplier with remote access to the systems of NTT or its End Customers for the provision of services or in connection therewith, the Supplier shall pay attention to the system environment and comply with the security regulations of NTT or its End Customers when using the remote access. The Supplier may only use remote access with NTT's permission and shall ensure that only authorised employees who have been obliged to maintain data confidentiality use the remote access. The Supplier shall provide NTT with a list of names of those authorised employees.

19. Human Rights and Environmental Standards

19.1. The Supplier is obliged to comply with all provisions of Regulation (EC) No. 1907/2006 (REACH) as amended. The Supplier hereby represent and warrants to NTT that it will provide NTT with all the information required under the REACH Regulation. The Supplier shall, in particular, provide NTT without undue delay with all information required for the fulfilment of its obligations in accordance with Arti-

General Terms and Conditions of Purchase of NTT Germany AG & Co. KG

- cle 33 of the REACH Regulation; the Supplier shall, in particular, promptly inform NTT whether and, if so, which SVHC substances are contained in the respective products in a concentration exceeding 0.1 mass percent (w/w). A delivered product typically consists of multiple items.
- 19.2. The Supplier hereby represent and warrants NTT that it complies with the substance restrictions under RoHS (Directive 2011/65/EU of the European Parliament and of the Council on the restriction of the use of certain hazardous substances in electrical and electronic equipment).
- 19.3. The Supplier is also obliged to comply with the requirements of Directive 2012/19/EU on waste electrical and electronic equipment (WEEE) and the provisions of the currently valid national implementations, especially the German Electrical and Electronic Equipment Act (*Elektro- und Elektronikgerätegesetz - ElektroG*), the German Battery Act (*Batteriegeseztz - BattG*), the German Packaging Act (*Verpackungsgesetz - VerpackG*), as well as the German Regulation on the Restriction of Hazardous Substances in Electrical and Electronic Equipment (*Elektro- und Elektronikgeräte-Stoff-Verordnung - ElektroStoffV*).
- 19.4. The Supplier shall adhere to the principles of the Global Compact Initiative of the United Nations (www.unglobalcompact.org) and the provisions of the International Labour Standards of the ILO (www.ilo.org), in particular with respect to the minimum employment age, the prohibition of child labour, the prohibition of forced and compulsory labour, the prevention of workplace accidents and the prohibition of discrimination.
- 19.5. The Supplier hereby warrants that it complies with the human rights-related and environmental requirements of the German Supply Chain Due Diligence Act (*Lieferkettensorgfaltspflichtengesetz - "LkSG"*) and Sections 19.1 to 19.4 of this GTC ("**Human Rights and Environmental Standards**") and addresses them appropriately throughout its supply chain.
- 19.6. The supply chain within the meaning of Section 19.1 encompasses all Goods of the Supplier. It includes all steps both domestically and internationally necessary for the production or provision of Goods, ranging from the extraction of raw materials to the delivery to NTT. It covers the actions of the Supplier in its own business area and the actions of the Supplier's direct and indirect suppliers.
- 19.7. The Supplier undertakes to carry out risk analyses in accordance with Section 5 LkSG. If risks are identified in the risk analysis, the Supplier shall take appropriate preventive measures without delay. Section 6 LkSG remains unaffected.
- 19.8. The Supplier undertakes to continuously document the fulfilment of the Human Rights and Environmental Standards and to prepare an annual report on the fulfilment of its Human Rights and Environmental Standards. If risks are identified in that report, Supplier must make the report available to NTT without undue delay, at the latest within 14 days after completion, without the need for a formal request. If NTT does not receive a report by April 14 of any given year, NTT will assume that no human rights-related and/or environmental risks have been identified. Section 10 LkSG remains unaffected.

- 20.4. NTT is entitled to demand up-to-date evidence (e.g. submission of time sheets, payroll records, lists of employees) at any time with regard to compliance with Sections 20.1 and 20.2.
- 20.5. In the event of failure to provide requested evidence, NTT will be entitled to withhold any due payments.

21. Audit Rights

- 21.1. The Supplier shall grant NTT and auditors engaged by NTT unrestricted and unhindered rights of access and inspection. This applies exclusively to the area of performance that is the subject of NTT's purchase order. NTT will typically notify the Supplier of inspections two weeks in advance.
- 21.2. The Supplier undertakes to provide NTT with a self-assessment on information security upon request.
- 21.3. To the extent reasonable and practicable, the Supplier shall remedy any vulnerabilities in the subject of the supply Agreement or scope of performance immediately.

22. Miscellaneous

- 22.1. Any collateral agreements, undertakings, contractual amendments, or other deviating provisions must be agreed in writing in order to be valid. This shall also apply to any deviations from this requirement.
- 22.2. The laws of the Federal Republic of Germany shall apply, whereby the UN Convention on Contracts for the International Sale of Goods (CISG) as well as international private law shall be precluded.
- 22.3. If any provision of these general terms and conditions is or becomes ineffective, the validity of the remaining provisions of the agreement will not be affected or impaired thereby. This applies mutatis mutandis to any omissions from this agreement. Furthermore, the parties undertake to replace the ineffective or missing provisions with a provision that comes closest to expressing the original economic intent of the provision in question.
- 22.4. The place of jurisdiction is Bad Homburg v. d. Höhe, Germany. Nevertheless, NTT is also entitled to bring legal action against the Supplier at its general place of jurisdiction.

20. Posting of Workers and Minimum Wage

- 20.1. The Supplier undertakes to observe the German Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany (*Arbeitnehmer-Entsendegesetz - AEntG*) and to pay the legally prescribed minimum wage in accordance with the German Act Regulating a General Minimum Wage (*Mindestlohngesetz - MiLoG*) or other legal provisions.
- 20.2. The Supplier undertakes to ensure that all its subcontractors and rental companies comply with the obligations set out in Section 20.1.
- 20.3. The Supplier as well as its subcontractors or temporary work agencies commissioned by it shall keep complete and verifiable records of the employed personnel.