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T-Systems Austria GesmbH

Terms and Conditions of T-Systems Austria GesmbH
for Telecommunication Services

As of: October 2020

1.   Subject-Matter

1.1   All deliveries and services in connection with the provision by T-Systems Austria GesmbH (hereinafter referred to as "T-Systems") of communications services in the course of commercial business shall be exclusively governed by these Terms and Conditions.

1.2   Entrepreneur is any natural or legal person or any business partnership having legal personality for whom this contract belongs to the operation of his undertaking. An undertaking is any permanently orientated organization of self-employed economic activity, irrespective of whether it intends to make a profit. Legal persons under public law are always considered undertakings (section 1 of the Austrian Consumer Protection Act).

1.3   Customers are exclusively entrepreneurs or undertakings respectively.

1.4   All orders and any special representations require written confirmation by T-Systems to be effective. This written form requirement can only be waived by written agreement. The characteristics mentioned in sales material and other documents shall not be deemed binding.

1.5   Customer's terms and conditions will not form part of the contract, even if T-Systems does not object thereto.

1.6   These Terms and Conditions shall apply on a subsidiary basis to any product-specific terms and conditions that may have been agreed in the contract.

2.   Amendment of Terms and Conditions

2.1   T-Systems may amend the Terms and Conditions; these amendments shall also apply to existing contractual relationships. The current version is available at T-Systems' website. Upon customer's request, T-Systems will send the latest version of the Terms and Conditions as amended from time to time to the customer.

2.2   If the amendment is not exclusively favorable for customer, the amendments will be announced at least two months before the new provisions become effective. In this case, T-Systems will communicate to the customer the material contents of the amendments that are not exclusively favorable in written form at least one month before the amendment becomes effective, e.g. by printing it on a periodically drawn-up bill. At the same time, T-Systems will advise the customer of the time of entry into force of the amendments as well as of the fact that he is

entitled to terminate the contract until that time free of charge.

3.   Quotes

3.1   All T-Systems quotes are without engagement and non-binding, unless the quote expressly provides otherwise. Contracts concluded and other agreements are binding only if T-Systems confirms them in writing. T-Systems reserves the right to minor technical deviations from the offer even after the customer has accepted the offer.

3.2   Customer will not make available to third parties the quote submitted either in whole or in part or in processed form, except with T-Systems' prior written consent.

4.   Services

4.1   The scope of the services hereunder is set out in the relevant service specifications and the parties' related written agreements (if any).

4.2   Any failures in the communications services within
T-Systems' control will be removed at least within two weeks after the failure was reported.

4.3   Customer shall support T-Systems or its authorized third parties in localizing the failure and error to the extent possible and shall at any time grant necessary access to allow troubleshooting. If T-Systems or its authorized third party is called for troubleshooting and finds out that the provision of the contractually agreed services is not subject to any failure and / or that the failure is within customer's control, T-Systems may charge expenses thereby incurred by it to customer on the basis of T-Systems' latest hourly rates.

4.4   If necessary, customer will provide, at his own cost and expense, all hardware and software at his user terminal which is necessary for a smooth installation as well as other equipment which may be necessary, unless it shall be provided by T-Systems based on a special agreement. In addition, customer will, at his own cost and expense, provide all other necessary, also technical, requirements (e.g. power supply, suitable rooms etc.) and will obtain the consent of third parties which may be necessary. Customer will provide all necessary information (including about the course of power supply lines and water conduits) to allow T-Systems a smooth installation.

4.5   T-Systems does not warrant for the operability of customer's telecommunication installations, in particular

T-Systems Austria GesmbH

branch exchanges, fax machines and telephones as well as personal computers and modems, radio installations etc.

4.6   Except in case of emergency calls, customer can suppress the display of his phone number for each individual phone call independently and without compensation. The called customer, on his own initiative and free of charge, can also prevent the presentation of the phone number of incoming calls. Where the phone number of the incoming call is presented prior to the call being established, the called customer, on his own initiative and free of charge, can reject incoming calls where the presentation of the phone number has been prevented. The called customer, on his initiative and free of charge, can prevent the presentation of his own phone number to the caller. In case of telephone calls for advertising purposes the display of the phone number of the incoming call will neither be suppressed, nor distorted and T-Systems will neither suppress, nor distort the display of the phone number of such incoming call.

4.7   The uniform European emergency number 112 is expressly brought to customer's attention. This and all other public emergency number can be found in sec. 18 KEM-V 2009 (Kommunikationsparameter-, Entgelt und Mehrwert-diensteverordnung 2009).

4.8   Any obligations the customer may have under Section 404 of the Sarbanes-Oxley Act (SOA) shall be provided at the customer's exclusive responsibility and expense, unless explicitly otherwise provided. In this context, T-Systems will provide all services towards the customer only by virtue of a separate agreement and against separate compensation. The same applies to the preparation and processing of an SAS 70 Type II or a similar report or a report replacing the same.

5.   Customer's Special Obligations

5.1   Customer undertakes to fully hold harmless and indemnify T-Systems if any judicial or non-judicial claims are asserted against T-Systems by third parties for content customer has put into circulation. If relevant claims are asserted against T-Systems, it may at its discretion decide how to react.

5.2   Customer acknowledges the provisions of the Telecommunications Act 2003 as amended from time to time. He undertakes to comply with the provisions thereof and with all other laws.

5.3   Customer undertakes to omit any use of the services hereunder in any manner that will or may impair third parties or pose or may pose risks to the security and business   of T-Systems. He will not connect any devices (except for the terminal equipment according to article 3 paragraph 1 TSM-Regulation) to T-Systems installations which were not approved by T-Systems or do not comply with the local legal provisions.

5.4   Customer also undertakes to immediately inform T-Systems if any judicial or non-judicial claim is asserted against Customer based on the use of services hereunder.

5.5   Customer undertakes to immediately inform T-Systems of all failures or interruptions of telecommunications services to enable T-Systems to eliminate the problem.

6.   Customer's General Obligations to Cooperate

6.1   Customer shall procure that customer or any of his authorized third parties will cooperate with T-Systems in due time and as required with no charge for T-Systems. These obligations are material obligations.

6.2   Customer will grant T-Systems any support which is required by T-Systems to provide the service. Such support includes, inter alia but not exclusively, that customer

6.2.1   during the term of the Agreement designates in writing a person in charge who can obtain all decisions necessary for the purpose of implementing this Agreement within the necessary period;

6.2.2   ensures that during the entire time of T-Systems providing the service a qualified employee of customer is available at the place of performance to provide support;

6.2.3   procures that the employees assigned by T-Systems have free access to the hardware at the agreed time as well as the possibility to remotely access the systems and applications necessary for the provisioning of the services;

6.2.4   procures in favor of T-Systems employees compliance with industrial safety regulations of his material provided;

6.2.5   grants T-Systems employees access to information necessary for their activities at any time and timely provides them with all information necessary for their activities;

6.2.6   makes available to T-Systems employees, if they have to work at customer's business in order to perform the contract, sufficient and appropriate working premises including resources;

6.2.7   provides T-Systems with the necessary technical resources (suitable rooms for hardware, power supply etc.);

6.2.8   obtains the consent of the right holders to lay cables on the properties concerned.

6.3   Customer will retain copies of all documents and data carriers delivered to T-Systems which T-Systems may use at any time. After provision of the services, T-

T-Systems Austria GesmbH

Systems may destroy the documents received from customer. Upon customer's request, T-Systems will return the documents.

6.4   If customer fails to cooperate as required, does not timely cooperate, does not cooperate as agreed or does not cooperate to the extent required, customer shall be liable for any consequences arising therefrom (e.g. delays, additional expenses).

7.   Compensation, Maturity, Stability of Values

7.1   Unless otherwise agreed, the prices quoted in the offer shall apply. All prices are denominated in Euro exclusive of statutory VAT.

7.2   The fixed monthly fees agreed with the customer are stable in value. In the event of changes to the consumer price index (index basis: annual CPI 2015) as published by Statistik Austria (if this index is no longer published, the successor index officially determined at that time takes its place), T-Systems is entitled, in the event of an increase, to adjust fixed monthly charges in the same proportion as the annual CPI for the last calendar year before the adjustment compared to the annual CPI for the calendar year before last before the adjustment. A downward adjustment and thus a reduction in fees is generally not applied in business contracts. The resulting value forms the basis for a permissible increase in remuneration; at the same time it represents the new index basis for future adjustments. Any increase in remuneration which can be derived from this can only be effected from April 1st to December 31st of the calendar year following the calendar year for which the index basis has changed. Such an adjustment can be made for the first time in the calendar year following the conclusion (or the extension by mutual consent) of the contractual relationship. The non-exercise of the right to adjust the value does not constitute a waiver of future adjustments.

7.3   In case of any change in the costs which are relevant for its calculation (e.g. personnel expenses, electricity costs, costs for communications lines), T-Systems reserves the right to change (increase or reduce) the compensation.

7.4   Customer's right of termination in case of a change in prices pursuant to Section 25 (3) of the Telecommunications Act 2003 (TKG 2003) shall be excluded if prices are reduced or adjusted pursuant to the indexation agreed according to clause 7.2.

7.5   The agreed compensation as well as applicable statutory VAT and other statutory taxes, if any, will be due and payable monthly in advance. Non-recurring compensations will be invoiced after the service has been provided.

7.6   Invoices shall be due and payable without deduction within 14 days after the invoice date. Any delayed payment shall be subject to interest at a rate of eight percent (8%) p.a. above the base rate of the European Central Bank which is applicable when the payment is due. In the case of payment by installments, T-Systems is entitled to demand the loss of the deadline if two installments are not made in time. This shall not affect the right to assert damages in excess thereof.

8.   Objections to Invoices, Dispute Resolution

8.1   Customer shall object to invoices within 3 months after the invoice date in writing, failing which the claims shall be deemed acknowledged.

8.2   Upon written request by the customer, T-Systems shall review all factors on which the calculation of the disputed amount is based and, based on the result of this review, shall modify the settlement accordingly or confirm the correctness of the settlement in writing. The customer shall have the option of turning to a court or to the arbitration board of Rundfunk und Telekom Regulierungs-GmbH (RTR Schlichtungsstelle). In the case of a dispute resolution procedure before RTR, the due date of the disputed amount is postponed until the dispute has been settled.

8.3   Notwithstanding the jurisdiction of ordinary courts of law, customer may refer disputes or complaints (concerning the quality of the service, payment disputes which were not resolved satisfactorily or an alleged violation of the TKG 2003) to the regulatory authority.

8.4   T-Systems shall be required to be a party in these proceedings and shall provide all information which is required to assess the facts and submit necessary documents. The regulatory authority shall bring about a consensual solution or shall let the parties know how it views the relevant case.

8.5   Objections do not affect the maturity of the invoice amount. However, if the competent regulatory authority (Rundfunk- und Telekom-Regulierungs GmbH) is asked to resolve a dispute, this will postpone the maturity of the disputed fees until the dispute is resolved. An amount which corresponds to the average of the last three undisputed invoice amounts shall nevertheless be due immediately.

8.6   If an error is discovered which could put customer at a disadvantage and if the correct fee cannot be determined, customer shall pay a fee which corresponds to the average of the last three correct invoice amounts or, if the business relationship has not lasted more than three months, to the last correct invoice amount, provided that T-Systems is able to substantiate the consumption to such extent.

T-Systems Austria GesmbH

9. Term

9.1   Unless otherwise agreed, both parties may terminate this contract with three months' notice (date of postmark), however, not earlier than after twelve months. Notice of termination shall be given by registered letter. Compliance with the time-limit and written form requirement is not ensured if notice is given by facsimile, e-mail or in any other form of electronic transmission.

9.2   Either party may terminate the contract if the other party violates material terms of the contract and if this violation is not cured after a reasonable grace period has been granted.

9.3   The parties may terminate the contract if the other party becomes insolvent.

9.4   By granting a reasonable grace period within which the contractual condition has to be restored, T-Systems may also immediately terminate the contract or discontinue the service if customer or a party attributable to customer makes it unreasonable for T-Systems to continue the contract, in particular if customer

9.4.1   is more than 30 days in default with payment of the outstanding amount and fails to remedy this situation despite granting of a written grace period of 14 days under threat of the aforementioned consequences

9.4.2   violates his obligations set forth in Clause 5

9.4.3   fails to immediately remove from the network connection disturbing or unauthorized equipment.

9.5   T-Systems may at its sole discretion either cancel the contract or simply interrupt the service. This shall not affect other contractual claims, in particular the right to claim continued payment of the compensation if the service is interrupted.

9.6   In case of extraordinary termination of the contract within customer's control, the latter shall pay half of the fee until the earliest possible agreed termination date has been reached. This shall not affect the assertion of damages, if any, in excess thereof.

10. Warranty

10.1   T-Systems warrants for the services hereunder according to the contractual provisions for the term of the contract.

10.2   In case of any irregular performance, T-Systems will ensure that the agreed condition is restored through qualified improvement to the extent permitted by law.

11. Liability for Other Damage

11.1   T-Systems shall be liable for damage as follows:

11.1.1 T-Systems shall be liable as provided by law for damage it has demonstrably caused by having breached the contract with intent or gross negligence.

11.1.2 Any liability for slight negligence, lost profit, indirect damage, including loss of data, damage of third parties and consequential damage shall be excluded as provided by law.

11.2   In addition, T-Systems shall not be liable for any temporary limited availability of the service due to capacity limits, if any, in case of force majeure, government orders, limited availability of services of other net operators or in case of any limited availability due to repair and maintenance work, unless caused with intent or gross negligence. This shall not affect warranty claims, if any.

11.3   Where liability is excluded or restricted under these terms and conditions, this shall apply also to the personal liability of officers, white-collar workers, employees, staff, representatives and subcontractors of T-Systems.

11.4   Damage claims shall become statute-barred as provided by law, however, no later than at the end of one (1) year after acknowledgment of damage and wrongdoer.

12. Force Majeure

12.1   Force majeure releases the relevant party from those obligations that have become impossible or unreasonable to satisfy due to the event as long as force majeure continues.

12.2   Force majeure includes unforeseeable external events which are unavoidable with reasonable measures, in particular infringement of sovereignty rights, war, unrest, natural disasters, lightning and strike. Epidemics and pandemics shall also be deemed to be force majeure, whether or not these are already known. The party wanting to invoke force majeure shall immediately report the event to the other party in writing.

12.3   If a party cannot provide services for more than two months due to force majeure, the other party may prematurely terminate the contract.

13. Installation and Maintenance

13.1   If expressly agreed between T-Systems and customer, T-Systems or a third party authorized by T-Systems will install and / or maintain the devices and equipment.

13.2   To enable T-Systems to provide the service, customer shall obtain, for the term of the contract, all approvals of the respective authorized party necessary for any property, building and premises used for the installation, maintenance, alteration, operation or disassembly of devices and equipment by T-Systems or third parties authorized by T-Systems, and

T-Systems Austria GesmbH

customer shall submit written proof thereof upon T-Systems' request and obtain necessary approvals from authorities that may be necessary for the installation and operation of the devices and equipment.

13.3 The devices and equipment may be installed, maintained, altered or disassembled only by T-Systems or third parties authorized by T-Systems. For this purpose, T-Systems and the third parties authorized by T-Systems shall at any time be granted access to the devices and equipment with prior notice to customer.

13.4 Maintenance covers the removal of errors or faults of the equipment and devices that occur despite proper use or as a result of normal wear and tear, at T-Systems' election either by repair or replacement.

Maintenance shall not cover the removal of errors / faults that were caused by:

- improper handling,
- maintenance or disassembly by customer or unauthorized third parties,
- non-compliance with the requirements for installation, putting into operation and operation, or other provisions hereof,
- climatic influences, or
- force majeure.

The contact point or contact person responsible for the customer regarding maintenance as well as the means for making such contact shall be agreed between T-Systems and the customer in the contract.

13.5 For the purpose of quality protection of the communication and data services as well as of network planning
T-Systems performs measurements of the data traffic within its own network on a regular basis. T-Systems uses the thereby collected information about the status and the utilization of network elements and its connections for capacity planning, the increase of failure safety and the increase of the quality and stability of T-Systems' network and the services based thereon.

T-Systems uses active (mobile & steady) and passive monitoring systems, which essentially provide the quality parameter of the signaling and data traffic necessary for the analyses. In passive measuring procedures data provided by the systems themselves is used for the analyses. In active measuring procedures the customer's behavior is simulated mobile or steadily within the network by a measuring device or an automated terminal device (mobile phone, data stick).

The data thereby won from the systems shows:

- the rate of connections that are not abandoned by the customer (conversation abandoning rate);

- the rate of successfully established connections (success rate);
- the data protection rate (maximum achievable bandwidths);
- the package circulation period (the period of the way of data from customer through the network and back to customer);
- alerting and system diagnosis respectively (failure of individual system units, fire alarm, burglar alarm).

These procedures do not affect the quality of the services. They provide the basis for error detection and optimization work up to the replacement of flawed systems. Content data is not analyzed in this respect.

The supervision of the systems of T-Systems is carried out around the clock and every day.

14. Making Available Devices and Equipment

14.1 T-Systems will make available to customer devices and equipment if the use thereof is agreed with customer within the scope of a service or on the basis of a separate contract.

14.2 From delivery of the devices and equipment, customer shall be responsible for any damage and loss, even in case of force majeure, unless such damage or loss was caused by T-Systems and / or third parties authorized by T-Systems. For this provision especially fire or water damages as well as lightning shall be deemed to be force majeure.

14.3 Any damage to the devices or equipment for which customer is responsible shall not affect the existence of the contract and the payment of the compensation.

14.4 The customer shall maintain the devices and equipment in the condition in which they were handed over to him, taking into account normal wear and tear. The customer shall be responsible for the security and appropriate use of the T-Systems installations at the relevant location based on T-Systems' requirements. Customer is obliged to immediately notify T-Systems of any risks for the devices and equipment. This applies in particular to any risk due to third party interferences or government orders. Any necessary and appropriate cost T-Systems incurs in connection with asserting its title in and out of court shall be borne by customer.

14.5 Upon termination of the contract, all devices made available to customer shall be immediately returned to T-Systems at customer's cost and expense, failing which the full purchase price will be invoiced, unless otherwise agreed.

T-Systems Austria GesmbH

15. Provisions Relating to Domain Registration

15.1 T-Systems will procure and reserve the requested domain on behalf and for the account of customer, unless the requested domain has already been assigned. The domain will be established by nic.at registration agency for .at, .co.at and .or.at addresses; other addresses will be established by the competent registration agency. Unless otherwise agreed, for the domains managed by nic.at, invoices will be sent to T-Systems. However, the contract for the establishment and maintenance of the domain is in any case directly concluded between customer and the registration agency. Unless otherwise agreed, the registration fee payable to the registration agency is included in the amounts T-Systems charges to customer. Domains not managed by nic.at will be directly settled between customer and the domain administration agency, unless otherwise agreed; in this event, T-Systems will charge customer, as agreed, the application fee, the used technical equipment, and a management fee.

15.2 Customer acknowledges that customer's contract with the registration agency will not end automatically if the contract with T-Systems is cancelled; customer shall separately terminate the contract with the registration agency.

15.3 The domain is therefore subject to the general terms and conditions of nic.at (available at www.nic.at) or of another relevant registration agency; these will be sent to customer upon request.

15.4 T-Systems is not obliged to verify whether the domain is admissible for purposes of trademark law and name law. Customer declares to know and will observe the relevant laws and in particular not violate anyone's trademark rights, and customer will fully hold harmless and indemnify T-Systems in this respect.

16. Special Provisions for Firewalls

16.1 If firewalls were set up, operated or checked by T-Systems, T-Systems will act with utmost diligence and according to the relevant state of the art; however, T-Systems simultaneously points out that firewalls are not absolutely secure (100 %) and fully functional.

16.2 T-Systems therefore disclaims any liability for disadvantages that are caused because firewall systems installed, operated or checked with customer are circumvented or put out of operation.

17. Use of Third-Party Software

17.1 If customer retrieves licensed third-party software, customer is required before using this software to inspect and strictly comply with the license provisions that are available upon retrieval.

17.2 No warranty whatsoever can be accepted for software retrieved by customer that qualifies as "public domain" or "shareware" and was not developed by T-Systems. Customer shall observe all terms of use and license rules, if any, the author has established for such software, and customer shall refrain from distributing the software to third parties, even on a short-term basis.

17.3 Customer will in any case fully hold harmless and indemnify T-Systems for and against all claims that are asserted on the grounds of any violation of the above obligations.

18. Data Privacy and Data Security

18.1 Communication secrecy and confidentiality obligation:

18.1.1 T-Systems and its employees are subject to the communication secrecy laid down in Section 93 TKG 2003 and the data secrecy.

18.1.2 Customer consents to the processing of personal data. This does not prevent technical storage or access if the sole purpose consists in conducting the transmission of a message through the communication network or providing customer with a service he has ordered. Routing and domain information shall be distributed accordingly.

18.2 T-Systems appoints a data protection officer. Information on the data protection officer currently appointed by T-Systems can be found on the website of T-Systems (https://www.t-systems.com/at/de/datenschutz).

18.3 Information pursuant to Section 96 (3) TKG 2003 relating to processed data:

18.4 Master data:

18.4.1 Based on the Data Privacy Act and the Telecommunications Act 2003, the parties undertake to store, process and transmit master data only in the course of providing services and only for the purposes agreed in the contract. Such purposes include: the conclusion, performance, amendment or termination of the contract with customer, the invoicing of fees, the preparation of subscriber lists, the provision of information to emergency service providers pursuant to Section 98 TKG 2003. If T-Systems is obliged to distribute these data pursuant to the TKG, as amended from time to time, it will comply with this statutory obligation.

18.4.2 Based on Section 92 (3) 3. and Section 97 (1) TKG 2003, T-Systems is authorized to collect and process the following personal master data of customer and of the subscriber: first name, surname, legal business name, academic degree, address, place of establishment or billing address, participant identification number or other contact information regarding the communication,

T-Systems Austria GesmbH

information about type and substance of the contractual relationship and solvency.

18.4.3 Pursuant to Section 97 TKG, master data will be deleted at the latest upon termination of the contractual relationships with customer, unless these data are needed to settle or collect fees, to process complaints or to comply with other statutory obligations.

18.5 Traffic data:

18.5.1 T-Systems will store traffic data which are necessary to charge fees, in particular destination IP and other log files, pursuant to its statutory obligation laid down in Section 99 (2) TKG 2003, until the end of that period within which the invoice can be legally avoided or a claim for payment asserted. In case of any dispute, T-Systems will make these data fully available to the decision-taking body as well as the conciliation authority (sec. 122 TKG 2003). T-Systems will not delete the data pending a final decision. Otherwise, T-Systems will delete or anonymize traffic data immediately after termination of the connection or after the payment process has been completed and the charges have not been contested in writing within a period of three months.

18.5.2 Traffic data will be processed only by employees of
T-Systems or third persons authorized by T-Systems responsible for charging fees or traffic handling, troubleshooting, customer queries, fraud investigation, the marketing of telecommunication services or for providing added value services.

18.5.3 T-Systems will not analyze a subscriber line except for invoicing purposes based on the subscriber numbers dialed from this line, except in the cases laid down by law.

18.6 Content data:

18.6.1 Content data will not be stored. If short-time storage is necessary for technical reasons, T-Systems will immediately delete stored data once these reasons have ceased to exist. If the storage of content is part of a service, T-Systems will delete the data immediately after provision of the service.

18.7 T-Systems has implemented appropriate technical and organizational measures in order to be able to react to security or integrity infringements, dangers or weak points.

18.8 Examples for such measures are:

18.8.1 T-Systems regularly checks its technical devices for possible security weak points. T-Systems has its technical devices checked regularly by third parties or checks its technical devices in order to recognize and remedy possible dangers or weak points at an early stage.

18.8.2 T-Systems informs itself constantly about published security weak points. T-Systems has notifications about security weak points collected by third parties or collects such notifications. T-Systems uses such notifications in order to remedy possible security problems at an early stage.

18.8.3 T-Systems constantly monitors its technical devices. T-Systems monitors its systems around the clock, on 365 or 366 days of the year respectively and thus is able to quickly react to acute security or integrity infringements.

18.8.4 T-Systems notifies the customer about the infringement of the security or integrity of the customer's data. Once T-Systems becomes aware of an infringement of the security or integrity of the customer's data, T-Systems will inform the customer personally, by telephone, in writing, per text message, per e-mail, per fax, via the media or in other ways accordingly. T-Systems hereby points out that it is obliged to report security breaches also to the regulatory authority within the scope of statutory provisions.

19. Provision of Security, Advance Payment

19.1 T-Systems is entitled to make the services conditional upon provision of a reasonable security. The security may be provided in the form of a letter of surety or a bank guarantee or as cash payment (advance payment).

19.2 The security shall be returned without culpable delay upon termination of the contract at the latest or set off against payment obligations towards T-Systems.

20. Set-Off

20.1 Customer may set off claims asserted by T-Systems only against non-litigious or finally established claims.

21. Transfer of Rights and Obligations

21.1 T-Systems may fully transfer contractual rights and obligations hereunder to group companies within the meaning of Section 15 of the Stock Corporation Act (companies of Deutsche Telekom Group). Customer agrees to such transfer upfront and will be notified accordingly.

21.2 Otherwise, rights and obligations arising from the contract may be transferred to third parties only with prior written consent.

21.3 Any use of contractual services by a third party as well as the transfer of those services for consideration to a third party requires an explicit and written consent of T-Systems. If resale was agreed, the resellers have to assign these Terms and Conditions to their business partners

T-Systems Austria GesmbH

and have to indemnify and hold T-Systems harmless in this respect.

22. Amendments and Modifications

22.1 Any amendment of and modification to this contract shall only be made in writing. The same applies to a waiver of the requirement of the written form.

22.2 A letter confirming an oral agreement shall be effective only if confirmed in writing by the recipient.

23. Inclusion in the public telephone directory

23.1 Upon the conclusion of the contract customer has to right to decide whether he wishes to have the following business data included in the public directory: i) business name, ii) address and iii) telephone number. At customer's explicit request, additional data may be included in the public telephone directory.

23.2 The inclusion in the public telephone directory is free of charge for the customer. The data related to the customer will not be included in the public telephone directory at all or in part if the customer explicitly requests so and notifies T-Systems accordingly. If the Customer explicitly requests and notifies T-Systems accordingly the data relating to the customer will not be included in an electronic telephone directory which allows searching by the business name of the customer.

24. Confidentiality

24.1 Customer and T-Systems shall keep strictly confidential all documents and information that is expressly marked confidential or obviously not intended for third parties. Customer and T-Systems will impose these obligations also upon their employees and any third parties they may assign.

24.2 T-Systems is free to publish information about the services excluding economic or commercial data, provided that only the customer name and the content of the services are mentioned.

25. Solicitation

25.1 Customer undertakes not to solicit and hire any employees of T-Systems – either under a contract of employment or any other legal relationship - for the term hereof and for a period of one years after termination of the contract. Any contravention shall be subject to a penalty in the amount of twice the annual salary, however, at least EURO 70,000 for each person solicited. This shall not affect the assertion of any damages in excess thereof.

26. Code of Conduct

26.1 As a subsidiary of Deutsche Telekom AG, T-Systems Austria GesmbH is subject to Deutsche Telekom AG's Code of Conduct. Deutsche Telekom's Code of Conduct is available at: https://www.telekom.com/code-of-conduct.

27. Applicable Law, Place of Jurisdiction, Dispute Resolution

27.1 This Agreement shall be subject to and governed by the laws of Austria excluding its non-binding conflict law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable.

27.2 The court having subject-matter jurisdiction in the I. District of Vienna shall have exclusive jurisdiction to settle any dispute directly or indirectly arising out of, or in connection with this contract, including a dispute relating to the existence of this Agreement.

27.3 Without prejudice to the competence of the ordinary courts of law, the customer shall be entitled to submit disputes and complaints within one year after the first written complaint has been submitted to the Arbitration Body of Rundfunk und Telekom Regulierungs-GmbH (Schlichtungsstelle), 1060 Vienna, Mariahilfer Straße 77-79, (RTR GmbH, www.rtr.at). The procedure before the regulatory authority shall be carried out in accordance with the applicable guidelines published by the regulatory authority on the above-mentioned web site. If the conciliation body comes to the conclusion that no error in the settlement can be found which could have had a detrimental effect on the customer, T-Systems is entitled to charge the statutory interest on arrears. If the dispute settlement proceedings reveal that T-Systems has charged the customer an excessive amount, T-Systems shall reimburse the customer these amounts together with statutory interest from the date of collection. Procedural provisions and the necessary forms can be found at www.rtr.at. The customer shall bear the costs for a legal representative appointed by the customer.

28. Invalidity of Provisions, Stamp Duties

28.1 Should any term hereof be or become invalid or should this contract have a gap, this shall not affect the validity of the remaining terms. The invalid term or the gap shall be replaced by an appropriate term that closest reflects the presumable intention of the parties and the meaning and purpose of the contract.

28.2 All fees (e.g. stamp duties), charges or taxes arising from the establishment of a contract subject to these conditions shall be borne by the customer. .