

The cablex Germany General Terms and Conditions for Purchasing

1 Subject

(1) These General Terms and Conditions (hereinafter "GTCs") regulate the general aspects of the business relationship for all deliveries (including licences, goods, works) and services (hereinafter collectively referred to as "services") from the supplier to cablex Germany (personal use or cablex Germany customer needs).

(2) The services are agreed between the parties by both signing contract documents or via the ordering system. These GTCs thus form an integral part of the corresponding agreements. Any reference to "contract" hereinafter will be deemed to refer to the aforementioned contract document and these GTCs.

(3) The supplier's general terms and conditions shall expressly not apply. In particular, these contractual conditions that deviate from these General Terms and Conditions and which the supplier refers to in declarations – namely offers, order confirmations, data carriers or during software installations (including, regarding the latter, even if "Accept" or the like must be selected during the software installation to render it technically possible) are only valid if cablex Germany has expressly accepted them in writing. In this case as well, they shall apply solely to the individual contract.

(4) If, for the supplier to provide the service, it is necessary that cablex Germany or its customers accept the licence or usage conditions of a third-party product on their own behalf, the supplier must disclose this in the contract and the corresponding licence or usage conditions through cablex Germany before the contract for approval is concluded.

2 Offer from the supplier

(1) The offer is created free of charge based on the offer request from cablex Germany. If the offer differs from the offer request, this will be expressly stated in the offer.

(2) The offer is binding during the period specified in the offer request. If any corresponding information is missing, a deadline of at least four months applies from receipt of the offer.

(3) Until the contract is signed or the offer is accepted, cablex Germany can terminate the contract negotiations or the corresponding tender without incurring any financial consequences.

3 Services of the supplier

(1) The supplier provides the services in accordance with the provisions of the contract and in accordance with the recognised and latest state-of-the-art technology.

(2) The supplier shall endeavour to fulfil its obligations even if the cablex Germany does not fulfil its contractually agreed obligations to provide assistance, support and cooperation. In this case, the supplier will immediately inform cablex Germany in writing and provide a reasonable period of time to subsequently

set out the fulfilment of the obligations to provide assistance, support and cooperation that have not been fulfilled or have not been fulfilled properly and show what consequences can be expected for cablex Germany in the event of non-fulfilment within the set grace period.

(3) The supplier provides cablex Germany with complete documentation, including operating and installation instructions and the necessary product safety evidence, such as declarations of conformity and safety data sheets. Unless otherwise agreed, the documentation must be handed over in the national language, German. cablex Germany may copy and use the documentation for contractual use, in particular passing on the documentation intended for the end customer to the end customer.

(4) At the request of cablex Germany, the supplier will carry out training courses for cablex Germany and/or for cablex Germany customers. The type and scope of these training courses, as well as any remuneration, will be agreed separately.

(5) If the contract does not contain any specific requirements, the supplier is free to organise the provision of the service. However, if the project in question requires, the customer is obliged to coordinate with the other parties involved and cablex Germany.

4 Place of fulfilment

(1) The services are provided at the place of performance specified in the contract. If no location is specified, the place of performance, depending on the service, is either the place of installation or delivery or, failing that, at the headquarters of cablex Germany.

(2) Goods from outside Switzerland are delivered under DDP (Incoterms 2020).

(3) The benefits and risks are transferred to cablex Germany upon acceptance of the delivery at the place of performance.

5 Applicable legal and/or regulatory requirements

(1) The supplier guarantees that it or its services comply with applicable laws and regulatory requirements, in particular with regard to data protection, security, environmental protection and health requirements as well as export and import regulations, including those of the United States of America. At the request of cablex Germany, the supplier will provide the necessary evidence at any time.

If there are indications that compliance with the applicable laws and regulatory requirements is not being met or is at risk, the supplier will immediately inform cablex Germany of this fact and any measures that have already been taken (e.g. recall).

(2) The supplier informs cablex Germany about country-specific approval regulations before concluding the contract and ensures, at the supplier's own expense, all approvals, tests and approvals that are contractually agreed or required for the intended use of the service. The supplier also informs cablex Germany in writing of any obligations the supplier has assumed and which are to be transferred to cablex Germany regarding re-export. If restrictions from approval regulations or regarding re-export are not communicated or are only communicated after the contract has been concluded, cablex Germany is entitled to withdraw from the contract or to withdraw from the relevant part of the contract.

6 Involvement of third parties/assigning employees

6.1 Involvement of third parties

(1) The involvement of third parties (subcontractors, sub-suppliers etc.) by the supplier, their exchange and changes to the supplier's production locations are only permitted with the prior written consent of cablex Germany, whereby this consent may only be refused if there are important reasons.

(2) Even if third parties are involved, the supplier remains responsible and liable to cablex Germany for providing the services. The supplier ensures that all subcontracts that are placed are designed in such a way that the supplier can fully fulfil its obligations to cablex Germany.

6.2 Assigning employees

(1) The supplier only uses carefully selected, well-trained employees or other auxiliary personnel (hereinafter referred to as "personnel") who are suitable for fulfilling the contract. At the request of cablex Germany, the supplier will, within a reasonable period of time, replace personnel who do not have the necessary specialist knowledge or who otherwise negatively affect the fulfilment of the contract.

(2) The supplier undertakes to have all the necessary authorisations for its activities and the use of its personnel or the third parties it engages for the duration of the service provision and to comply with all applicable laws. This includes in particular the following:

- The supplier registers itself and its employees as required with the tax authorities and social insurance companies. cablex Germany does not owe the supplier or its employees any social benefits or other compensation payments (in the event of accident, illness, disability, death etc.).
- Legal liability remains. In the case of this liability, cablex Germany will seek recourse from the supplier.

- When using foreign nationals, the supplier undertakes to obtain all necessary work and residence permits before beginning to provide the service and to present these documents at the request of cablex Germany.

(3) During on-site operations, the supplier and the involved employees or third parties undertake to comply with all operational regulations brought to their attention by cablex Germany or its customers.

(4) The supplier undertakes to comply with the requirements of the Posting of Workers Act and the Temporary Employment Act, and releases cablex Germany from all third-party claims.

7 Payment and expenses

(1) Remuneration includes all of the services to be provided by the supplier, in particular the installation, testing and documentation costs, costs for instructions, expenses and additional costs, licence fees (including those of any third parties), packaging, transport and insurance costs as well as public levies (e.g. advanced recycling fees and customs duties).

(2) If the services are subject to German or Swiss VAT or sales tax, the supplier will issue its invoices in accordance with the respective national regulations of the VAT law.

(3) After acceptance or delivery, the supplier issues an invoice to cablex Germany. In the event that remuneration for the services is based on effort, cablex Germany owes remuneration on a monthly basis for the work carried out. Invoicing must be carried out on the basis of approved proof of performance based on the effort actually provided. Proof of performance must be submitted to cablex Germany for approval before invoicing. The payment period is 30 days net from receipt of the invoice, unless otherwise agreed.

(4) The supplier shall undertake to notify cablex Germany in writing if it foresees that the estimated cost will be exceeded. The notification must be made no later than once 80% of the cost estimate has been reached. The notification must contain information about the reason for the expected excess and information about the additional effort. The supplier must take all necessary measures to adhere to the original cost estimate.

(5) If an upper cost limit has been agreed, this is considered a binding upper price limit.

8 Duty of notification

The supplier shall inform cablex Germany in good time of all circumstances, developments, events and findings which could be of relevance to the cablex Germany or its

customers in connection with the fulfilment of their contractual obligations or for the contractual relationship, provided that in so doing this does not conflict with any other legal or contractually agreed confidentiality obligations.

9 Acceptance procedure

9.1 General

(1) If results form the subject of the contractual services, the supplier's obligation to perform is only fulfilled once these results have been accepted by cablex Germany. Before they are declared accepted, an acceptance test is carried out by cablex Germany. A written protocol of the acceptance test and results must be drawn up and signed by both parties. The supplier shall immediately notify cablex Germany of any circumstances that jeopardise delivery in accordance with the contract. This also includes changes to production locations and sub-contractors.

(2) If the contract does not contain any deadlines for acceptance, the supplier must provide the results in time for acceptance, so that the commissioning of the results can be ensured in accordance with the agreed overall planning.

(3) If the parties agree to accept partial results, this is subject to final acceptance. Any declarations made by cablex Germany in connection with accepting partial results and paying invoices do not constitute legally binding acceptance. The acceptance of the delivered concept is also exclusively subject to feasibility, which is checked as part of the final acceptance.

(4) The warranty periods begin once the final acceptance is successful.

(5) If no acceptance test takes place, the delivery objects are deemed to have been accepted following 60 days of successful productive use.

(6) The supplier adheres to the operational regulations of cablex Germany or the end customer, in particular the safety regulations and the house rules, which will be made available to the supplier upon request.

9.2 Acceptance criteria

If the contract does not contain any specifications according to which acceptance takes place, the acceptance criteria arise from the contractual service descriptions themselves. If there is no detailed service description, the acceptance criteria result from the intended use.

9.3 Failure of acceptance

(1) If the acceptance test reveals at least one significant defect, acceptance will be postponed. The supplier corrects the identified defects within a reasonable period of time and makes the affected delivery item available again for acceptance by cablex Germany.

(2) If at least one significant defect is discovered during a further acceptance test, cablex Germany is entitled to withdraw from the contract. Alternatively, cablex Germany can stick to the contract and withdraw from the affected part of the service. In addition, cablex Germany has the right to continue to

insist that the supplier rectifies the significant defects, makes a deduction from the remuneration that corresponds to the reduced value, or demands the release of the source code and/or the necessary documents, and that the supplier incurs the costs and risk of carrying out the corresponding measures or gets them carried out by a third party. The publication of the source code automatically includes the right to use it for the purpose of making the work ready for acceptance.

(3) Non-significant defects do not entitle cablex Germany to refuse acceptance, but these defects must be remedied by the supplier within a reasonable period of time set by cablex Germany.

10 Guarantee/warranty rights

10.1 General

(1) The supplier guarantees that its services have the agreed material and legal properties required for the intended use and that they comply with all assurances and agreed specifications. The supplier shall render its services professionally and with due care. For maintenance and care services as well as operational services (including XaaS – Anything-as-a-Service – which describes a general category of services related to cloud computing and remote access), the supplier also guarantees compliance with the agreed service levels.

(2) Warranty rights expire within two years of acceptance of results or acceptance of deliveries; for standard software, within 180 days of commissioning. For replaced or exchanged devices and repaired components, the corresponding warranty period begins again.

(3) Defects that have been fraudulently concealed can be asserted for a period of ten years and the rights relating to defects expire accordingly within ten years. The supplier shall maintain the hardware and update the software at the request of cablex Germany for a period of at least 4 years following expiry of the limitation period for warranty rights for hardware and software.

(4) Defects must be reported within 60 days of discovery. cablex Germany sets the supplier a reasonable deadline to remedy the defect.

(5) In any case, cablex Germany reserves the right to assert claims for damages in accordance with the applicable laws, regardless of the provisions of these general terms and conditions.

10.2 Rights for defects when purchasing goods and licences

(1) If there is a defect, cablex Germany can choose to make a deduction from the remuneration that corresponds to the reduced value, to withdraw from the contract in its entirety or in part, or to demand defect-free goods free of charge (replacement delivery). Replacement deliveries must be made with goods of the same type, in the same version or in a newer version, with guaranteed compatibility.

The supplier must generally deliver a replacement delivery to

the desired delivery location within a period of five working days from notification by cablex Germany. If the supplier is unable to meet the deadline for a replacement delivery, the supplier must immediately inform cablex Germany of this in writing.

(2) If there is a series defect, i.e. if at least 3% of goods that are all the same or similar (model, product series etc.) have the same or similar defects during the warranty period, the supplier is obliged to replace all goods with defect-free goods with the same contractually agreed performance characteristics within a reasonable period of time. cablex Germany can choose to ask the supplier to waive the statute of limitations for a period of at least two years instead of replacing the entire goods and to initially only assert defect rights for the defective copies, without waiving a later assertion of the right to exchange all goods.

10.3 Warranty rights for maintenance, support and operational services

If there is a defect, the consequences are based on the regulations for contractual services (according to Section 10.4), whereby the right to extraordinary termination in whole or in part replaces the withdrawal from the contract. In addition, the contractually agreed consequences for service level violations apply.

10.4 Rights for defects in contractual services

(1) In the event of a defect, cablex Germany shall be entitled to demand immediate rectification free of charge. The supplier corrects the defect within a reasonable period of time for the cause of the defect and bears all resulting costs. If the defect can only be remedied by re-manufacturing or re-programming, the right to repair also includes the right to re-manufacture or re-programme.

(2) If the supplier has not carried out the requested repair, has not carried out it successfully or has not carried out it within a reasonable period of time, cablex Germany can, at its discretion, either (a) make a deduction from the remuneration that corresponds to the reduced value or (b) release the source code and/or the required documentation and carry out the corresponding measures at the expense and risk of the supplier or get them carried out by a third party or (c) in the event of significant defects, withdraw from the contract in whole or in part. The publication of the source code automatically includes the right to use it for the purpose of making the work ready for acceptance.

10.5 Legal guarantee

(1) The supplier guarantees that its services do not infringe any third-party property rights. The supplier immediately defends third-party claims due to infringement of intellectual property rights at his own expense and risk. If a third party seeks legal proceedings against the supplier, the latter must immediately inform cablex Germany in writing. If a third party asserts the claims directly against cablex Germany or its customers, the supplier will participate in the dispute upon the first request of cablex Germany in accordance with the options provided by the relevant procedural regulations. The supplier undertakes to assume all costs (including compensation payments)

incurred by cablex Germany or its customers from the litigation and any out-of-court settlement of the legal dispute. In the event of an out-of-court settlement, the supplier must make the agreed payment to the third party if the supplier has agreed to this in advance.

(2) If cablex Germany or its customers are unable to use the contractually owed services in whole or in part due to asserted third-party property rights claims, the supplier has the choice of either modifying its services in such a way that they do not infringe any third-party rights and still correspond to the contractually agreed scope of services, or to obtain a licence from the third party at its own expense. If the supplier does not implement any of these options within a reasonable period of time, cablex Germany can withdraw from the contract with immediate effect. The supplier must indemnify cablex Germany and its customers. If cablex Germany or its customers are responsible for the infringement of property rights themselves, claims against the supplier are excluded.

11 Default

(1) If the supplier does not meet a deadline agreed upon as the reason for the delay (hard milestones, business with a cut-off date), the supplier is automatically in default. In all other cases, default occurs after a written reminder from cablex Germany, setting a reasonable grace period (e-mail is sufficient).

(2) If the supplier is in default, the supplier owes a payment unless they can prove that they were not at fault. The payment amounts to 0.2% of the total remuneration per day of delay (for recurring remuneration 0.2% of an annual remuneration), but a maximum of 10% of the total remuneration or an annual remuneration per case. It is owed even if the service is accepted unconditionally. This payment does not release the supplier from its contractual performance obligations or from compensation for further damage. The payment will be offset against a compensation payment related to the delay in accordance with Section 18 of these General Terms and Conditions,

but in the event of delay it is owed regardless of the award of damages by a competent court.

(3) If cablex Germany does not meet its obligations on time, the parties will endeavour to make up for any backlogs. If this is not possible, missed deadlines caused by cablex Germany will result in the corresponding dates being postponed.

12 Intellectual property rights

12.1 New arising intellectual property rights:

(1) All intellectual property rights that arise as part of the fulfilment of the contract, including the source code and the complete documentation, are transferred to cablex Germany at the moment of their creation, unencumbered and free of third-party rights.

The supplier and any third parties involved undertake to carry out all necessary actions and to submit appropriate legal declarations to the extent required by the in a formal manner. The remuneration shall cover all associated costs.

(2) If intellectual property rights to standard software extensions arise as part of the fulfilment of the contract, and cablex Germany grants the supplier the ownership rights thereto, cablex Germany retains the same usage rights to the extensions as to the standard software. In addition, the supplier must maintain these extensions to the same extent as for the standard software, without additional compensation.

12.2 Pre-existing intellectual property rights

(1) Unless otherwise stipulated in the contract, cablex Germany acquires the unlimited, non-exclusive right to use pre-existing intellectual property rights that are included in the supplier's service or are necessary for the intended use of the service, and to provide the service or to grant usage rights to its customers.

(2) In the case of an unlimited right of use of pre-existing intellectual property rights, cablex Germany or its customers are authorised to resell the acquired rights of use to third parties to the extent that cablex Germany or its customers give up their own use of them.

(3) cablex Germany and its customers can create copies of services protected by intellectual property rights for backup and archiving purposes.

(4) If cablex Germany obtains software licences from the supplier, in addition to the right to use the software on the hardware provided for in the contract or necessary for the intended use of the software, cablex Germany also acquires the right for itself or for its customers to use it on successor systems. If this hardware fails, cablex Germany or its customers are entitled to use the software on replacement hardware without additional compensation.

(5) If cablex Germany purchases operating services (including XaaS or maintenance and care services from the supplier, cablex Germany acquires for itself or for its customers the same rights to all services (in particular to new versions, patches, updates, upgrades, features, functionalities and extensions of the item to be maintained) as to the object of the operation, maintenance or care contract, without additional compensation.

(6) The supplier guarantees that it has the corresponding usage and distribution rights.

13 Free and open-source software

If the supplier's service includes free and open source software (hereinafter "FOSS"), the following applies upon delivery and throughout the entire lifecycle of the service (e.g. updates, upgrades):

13.1 The supplier's FOSS obligations

(1) The supplier undertakes full licence documentation. This includes at least the name of the author, name and FOSS version (e.g. bootstrap-3.3.6.zip), the applicable FOSS licence (e.g. MIT) and the origin of the FOSS (e.g. link on Github). cablex Germany is entitled to refer to or reproduce this information.

(2) If the supplier develops products or services on behalf of cablex Germany, the use of FOSS components requires FOSS licences, which contain the obligation to place modifications and/or derivative works under the same licence conditions (e.g. Weak Copyleft for MPL v2, Strong Copyleft with GPL etc.), requiring prior written consent from cablex Germany. This does not apply to unmodified FOSS under LGPL with an appropriate shared library mechanism as defined in Section 4(d)(1) LGPL v3 and under other weak copyleft licences.

(3) To the extent that disclosure of the source code (including modifications, if applicable) of FOSS is required by the applicable licence (e.g. MPL v2), the supplier also undertakes to disclose the source code either as part of the software, as a download or on a physical medium (e.g. CD/DVD).

13.2 The supplier's FOSS guarantee

(1) The supplier guarantees:

- that all applicable licences of FOSS are compatible with each other and that no licensing conflicts exist,
- that all licence obligations of the applicable licences, in particular the FOSS licences used, are complied with (e.g., code modifications are commented; licence texts, copyright statements, notice files are provided, etc.),
- that the use of the FOSS contained in the service does not result in any proprietary software used in the service or in a cablex Germany product being subject to the terms of a FOSS licence (with the exception of prior written approval in accordance with Section 13.1 of these General Terms and Conditions).

14 Interface information

The supplier shall disclose to cablex Germany at no cost all the external interface information that cablex Germany or its customer require for operation (including maintenance and further development) of the hardware and software as well as its networking with other components (interoperability). cablex Germany and its customer have the right to make copies if this is required to achieve the agreed purpose. Every full or partial copy must bear the intellectual property rights notices present in the original. The supplier's intellectual property rights shall not be affected by this disclosure. cablex Germany is entitled to disclose the interface information to third parties subject to the confidentiality obligations set out in these GTCs, provided that the third party is obliged to use the information only for cablex Germany or its customer.

15 Confidentiality and data protection

15.1 Contractual confidentiality

(1) Both parties undertake to treat as strictly confidential all information that is neither public nor generally accessible that they learn about the other party or about the other party's customers and business relationships in connection with the provision of their services within the framework of the contracts or with the contractual relationship

The parties undertake to make this information available to their employees, other auxiliary personnel and those involved with them, or other third parties only to the extent that the contracts allow the parties to do so or the other party has approved this in advance in writing. cablex Germany is entitled to pass on the information within cablex Germany, to commissioned third parties at home and abroad and – to the extent necessary in the context of contract initiation and fulfilment – to its customers.

(2) The confidentiality obligation shall not for information that:

- was already known to the other party before the disclosing party made the information available to the other party;
- is generally known without the other party being responsible for this;
- was disclosed by a third party to the other party lawfully and without restrictions on disclosure;
- was developed by the other party itself without using or relying on the disclosing party's confidential information.

(3) The obligation of confidentiality also extends to information exchanged before the conclusion of the contract and continues after the end of the contract as long as a party or its customers have a legitimate interest in secrecy; this usually applies for a period of at least three years after termination of the contractual relationship.

(4) Any publications by a party relating to the contractual relationship or specific services require the prior written consent of the other party.

15.2 Legal confidentiality

(1) The supplier undertakes to keep confidential information originating from cablex Germany or its customers that is protected by legal confidentiality. This applies in particular to the business and manufacturing secrets of cablex Germany and its customers, telecommunications secrecy, bank customer secrecy, official secrecy, confidentiality obligations in accordance with social security law and the data protection law, as well as the ban on the use of insider information and price manipulation in accordance with the Financial Market Infrastructure Act.

(2) The supplier is aware that violating statutory confidentiality obligations can result in criminal penalties.

15.3 Data protection

(1) The personal data that is made available to the supplier by cablex Germany or its customers or that can be viewed by the supplier are subject to statutory data protection regulations. The supplier guarantees compliance with all associated obligations.

(2) The purpose, subject matter and modalities of processing personal data are regulated in the contract. Unless the contract explicitly allows the processing of personal data abroad, permission for its processing applies exclusively in Switzerland or EU countries.

15.4 General provisions

(1) Both parties undertake to process all information and personal data of the other party or its customers that has been made accessible to them or that they can view, only to the extent necessary for the execution of the contract. The aforementioned information notwithstanding, either party may disclose information and personal data if and to the extent disclosure is required by court order or legal obligation. The condition is that the other party – to the extent permitted by law – is given prior written notice of the disclosure, that the disclosing party cooperates with the other party with respect to the manner of the disclosure and takes all appropriate measures and legal remedies to prevent the disclosure to counteract publication and to ensure confidential treatment of the information to be disclosed.

(2) Information and personal data that is no longer required to process the contract and maintain the business relationship must be deleted, unless mandatory legal retention obligations conflict with this. Each party will take appropriate technical and organisational security measures to protect information and personal data within its respective area of responsibility.

(3) If a party or its employees, other auxiliary persons or engaged third parties violate the above confidentiality or data protection obligations, the violating party owes the other party a payment of EUR 50,000 for each case of violation, unless it proves that it is not at fault. Payment does not release the violating party from the aforementioned confidentiality and data protection obligations and from Compensation for further damage. The payment will be offset against compensation for damages related to the breach of confidentiality or data protection in accordance with Section 18 of these GTCs, but shall nevertheless be payable irrespective of the award of compensation by a competent court.

16 System access

(1) Access and entry to the systems and network of cablex Germany or its customer is exclusively permitted using the access paths and means made explicitly available by cablex Germany.

(2) If the supplier accesses systems or the network of cablex Germany or its customers as part of the provision of services, the supplier undertakes to comply with the provisions of the security appendix and any other relevant security regulations. The supplier is obliged to pass on its obligations to the third parties involved in accordance with the contract.

(3) In the contract, the parties designate the persons responsible for access on both sides.

17 Liability

(1) In the event of breach of contract, the parties are liable for the proven damage unless they prove that they were not at fault. For damage caused intentionally or through gross negligence as well as for personal injury, violation of third party property rights, violation of confidentiality and data

protection regulations, violation of product safety regulations and violation of provisions of the security appendix and other security regulations (including violation of access conditions to systems and the network of cablex Germany or its customers), liability is unlimited.

(2) Liability for lost profits is excluded.

(3) The parties are liable for the conduct of their auxiliary personnel and involved third parties involved, as well as for their own employees.

18 Assessment of delivery risks and sustainability, audit rights

(1) At the request of cablex Germany, the supplier will provide cablex Germany with all information necessary to assess delivery risks. In addition, at the request of cablex Germany, the supplier will carry out an assessment regarding corporate social responsibility on a platform to be determined by cablex Germany. The supplier bears the expenses and costs incurred for this.

(2) cablex Germany or a correspondingly commissioned external auditor who is subject to confidentiality obligations is entitled to check compliance with the provisions of the contract by means of an audit during normal business hours. The supplier will provide the information, documentation and access required for this, while maintaining legal or contractual confidentiality obligations to other customers of the supplier. The audit must be announced in writing at least 20 days in advance, stating the subject of the audit.

(3) Each party bears its own internal costs and expenses related to the audit. cablex Germany generally covers external costs in connection with an auditor commissioned by cablex Germany. If the audit shows that the supplier has breached contractual obligations, the supplier must, in addition to any claims arising from the breach of contract, also cover cablex Germany's external costs for the auditor commissioned by cablex Germany. cablex Germany will not conduct any audits more than once per year without justifiable cause. Audit requirements based on legal and regulatory requirements on the part of cablex Germany's customers or their supervisory authorities are also expressly deemed to be justified reasons, insofar as these also affect the supplier's services.

19 Duration and termination of the contract

(1) The contractual terms and termination modalities apply subject to the right to extraordinary termination of a continuing obligation for important reasons.

(2) The following are particularly important reasons for the affected counterparty:

- Non-compliance with legal regulations or contractual confidentiality obligations and data protection regulations as well as essential security-relevant regulations, in particular unauthorised access to systems and the network of cablex Germany or its customers by the supplier or engaged third parties;

- The supplier's non-compliance with or violation of wage, labour and social security regulations or the Employment Services Act;

- The opening of insolvency or protective shield proceedings concerning a contracting party.

(3) Unless otherwise agreed in the contract, continuing obligations are unlimited. Unlimited ongoing obligations can be terminated in writing by cablex Germany with a notice period of one month and by the supplier with a notice period of twelve months, at the end of each month. Should a minimum duration have been agreed in the contract, termination will be possible upon expiry of the minimum duration at the earliest.

20 Consequences of termination

(1) Regardless of the reason for termination, the supplier undertakes to support cablex Germany for necessary termination work including any migration preparations that may be necessary within the framework of the contract.

(2) If, at the instruction of cablex Germany, the supplier provides services that are not covered in the contract or that go beyond the termination date, the contractually agreed conditions also apply.

21 Changes to the service

(1) If one contracting party wishes to change contractual services, it will inform the other party of this in writing. The other contracting party will immediately announce whether the change is possible and what effects this will have, in particular on the service to be provided as well as on remuneration and deadlines. The supplier may not refuse requests for changes from cablex Germany if the change is objectively possible and the overall character of its service is preserved.

(2) The change in services and any adjustments to remuneration, dates and other contractual points will be recorded in writing and signed by both parties before execution.

22 Other provisions

(1) Additions and changes to the contract are only valid if agreed in writing by the parties. The same shall apply to the repeal of this requirement for written form. If written form is required in the contract, comparable signature services from trusted service providers recognised by cablex Germany are deemed sufficient.

(2) If individual provisions of the contract are incomplete or legally ineffective, the validity of the rest of the contract will not be affected. In such cases, the Parties shall agree to replace the provision in question with one that is legally valid and as close as possible to the original provision in economic terms.

(3) All Swisscom Group companies can receive services under the terms of the contract. All companies in which Swisscom (Switzerland) AG directly or indirectly owns at

least 50% of the capital and voting rights are considered to be companies in the Swisscom Group.

(4) The contractual relationship as well as rights and obligations arising from it can only be transferred or assigned to a third party with the prior written consent of the other contracting party. The written consent of the other contracting party must also be obtained for the pledging of claims from the contractual relationship.

(5) If the transfer or assignment is to be made to a cablex Germany company, consent is deemed to have been granted unless the supplier objects in writing within 30 days of notification by cablex Germany, stating important reasons.

23 Applicable law and place of jurisdiction

(1) The contractual relationship between the parties is subject exclusively to German law. The Parties declare that the conflict-of-laws rules pertaining to international private law and the United Nations Convention on the International Sale of Goods of 11 April 1980 shall not apply.

(2) The exclusive place of jurisdiction for any disputes arising from or in connection with the contractual relationship between the parties is the headquarters of cablex Germany. However, cablex Germany may also prosecute the supplier at his headquarters. cablex Germany also reserves the right to file a litigation claim against the supplier in the court of the main proceedings.

Corporate Responsibility

cablex Germany defines the economic, environmental and social principles for its operating activities, and both its direct suppliers and subcontractors are required to adhere to them.

In accordance with its corporate values and environmental and social policy, cablex Germany expects its suppliers and in turn their subcontractors to assume their social and environmental responsibility. The focus is on the entire "end-to-end supply chain" from the manufacturer to the delivery partner to the user to the disposal company. The purpose of cablex Germany is to uncover any possible business risk in order to be able to take any necessary action. The requirements described below are also included as evaluation criteria in cablex Germany's supplier assessment system and supplier evaluation system.

Regular assessment of the overall performance in the context of the "supplier evaluation" lays the foundations for joint advancement. These points are also checked by means of on-site audits.

cablex Germany specifically demands the following behaviour from its suppliers:

- Employees with environmentally relevant tasks shall receive the appropriate training.
- Ongoing improvement in the area of the environment shall be checked by means of internal or external audits.
- The supplier shall designate a person responsible for all environmental matters.
- The supplier shall enforce the aforementioned requirements with his subcontractors accordingly.

Social responsibility

The supplier shall demonstrate the following social commitments:

- Legal compliance in the social field is checked on a regular basis.
- Working conditions are adhered to in accordance with the SA8000 standard elements 1 to 8 (child labour, forced labour, health and safety, freedom of association and right to collective negotiations, discrimination, disciplinary measures, working hours, pay).
- Young people with no specialist knowledge shall also be integrated into the workplace or receive initial on-the-job training.

- Employees are offered various working-time options (e.g. part-time, teleworking, working from home).
- Employees shall have a say in decisions relating to their working conditions.
- In the case of dismissals/large-scale dismissals, an industry-standard social plan is in place.
- The "anti-corruption directive" is also adhered to by the supplier.

Environmental management

The supplier shall ideally operate a certified environmental management system according to ISO 14001 or EMAS.

During the contract term, the supplier shall inform cablex Germany immediately and in writing:

- if there are any key changes in the EMS;
- if any certificates have expired or have been acquired or revoked;
- if the supplier fails to pass the repeat audit.

If the supplier does not have an ISO 14001/EMAS certificate, he shall guarantee at least the following activities:

- Legal compliance in the area of the environment shall be checked on a regular basis.
- Work processes and procedures which could have an impact on the environment shall be documented (e.g. processes, checklists, instructions).
- An environmental programme shall be put in place with proof of implementation.
- Employees with environmentally relevant tasks shall receive the appropriate training.
- Ongoing improvement in the area of the environment shall be checked by means of internal or external audits.
- The supplier shall designate a person responsible for all environmental matters.

The supplier shall enforce the aforementioned requirements with his subcontractors accordingly.

The entire manufacturing process must be checked for environmental risks and any relevant measures must be taken. cablex Germany must be informed about the result and the environmental risks.

Product ecology

General requirements for all products:

- Suppliers shall ensure that all applicable environmental ordinances are complied with in production operations and in the supply chain.
- The supplier shall ensure that products comply fully with German legislation.
- Product and packaging must be recyclable and disposable in an environmentally friendly manner. Where appropriate, recycled materials must be used.
- The products may not contain any materials that are hazardous to health and must be environmentally friendly.
- Energy consumption – both of the product (if applicable) and of the production process – must be optimised.
- Emissions in the production process (gas, wastewater, noise) must be minimised.
- Distribution and transport must be carried out in an environmentally friendly and product-appropriate manner.