

General terms and conditions for services and work provided by cablex Germany GmbH

1 Scope of application

The General Terms and Conditions for Services and Works of cablex Germany GmbH ("Terms and Conditions") apply unless there is a different provision in the accepted offer or the contract. In addition to these General Terms and Conditions for Services of Swisscom (Switzerland) Ltd, the rules of the VOB/B are applicable to construction services.

2 Services provided by cablex Germany

cablex Germany builds and maintains high-performance ICT and network infrastructure solutions for current and future market needs. It performs services for the customer during the planning, implementation and operating phase. Details of the scope of services provided, execution dates, construction windows and operating hours are set out in the offer or contract document and in the service description or service specifications.

planning phase

During the planning phase, cablex Germany shall draw up solution concepts and support the customer in technical matters and act generally in an advisory capacity. In addition, cablex Germany takes over the detailed elaboration of the projects planned by the customer.

Realization phase

During the implementation phase, cablex Germany shall assume responsibility, either fully or in part, for materials procurement, installation and commissioning, conversion or decommissioning of ICT and infrastructure networks. The deliveries and installations are carried out according to proven methods and the current state of the art by qualified and experienced specialists using the most modern equipment.

Operational phase

During the operating phase, cablex Germany shall perform the agreed services in accordance with a separate service and maintenance contract (Service Level Agreement or SLA). The contract can include full management of the infrastructure, the entire fault-handling process, on-call and standby services, preventive network maintenance or parts thereof. Fault localisation and clearance is carried out for the purpose of restoring operation and operational reliability and preserving the value of existing assets. If cablex Germany is to carry out value-adding work or an expansion of capacity (e.g. an expansion or conversion project), this must be regulated additionally, e.g. with a separate contract or addendum.

3 Sole or general contractor

If cablex Germany assumes the functions of a sole or general contractor, these shall be described in detail in the contract document and remunerated in addition. Assuming the function of a prime or general contractor by cablex Germany must expressly be agreed separately.

4 Subcontractors

cablex Germany operates a partner program with certified partners. It is entitled to award parts of the customer order to subcontractors. The choice of partners or subcontractors is the responsibility of cablex Germany. cablex Germany concludes the corresponding contracts with these subcontractors in its own name and on its own account.

If cablex Germany expressly undertakes to act as general contractor vis-à-vis the customer, it will assume the same liability for its subcontractors as it would for itself. Otherwise, cablex Germany is only liable for the selection, instruction and monitoring of the third parties involved. If the customer requests cablex Germany to involve a specific subcontractor, the customer alone bears the risk of non-performance or poor performance by the relevant subcontractor.

5 Remuneration

General

The remuneration to be paid by the customer shall be determined based on the expenditure and degree of completion of the deliverable and the prices as set out in the offer or contract.

Remuneration for partially completed deliverables

The scope is created based on the performance items in the service description (annex to the offer or contract document). The position prices are set in the performance directory.

Remuneration for force-account work

Force-account work that accounts for up to 10% of the offer or contract sum shall be deemed to be approved by the customer unless agreed otherwise in the written contract document. Work during the operational phase that serves to maintain the network is generally not considered to be force-account work and will be remunerated in accordance with the contract.

Binding prices

The validity of the offer from cablex Germany is three months, unless there is a different provision in the offer from cablex Germany or in the written contract.

The position prices agreed in the accepted offer letter or in the contract apply beyond the contractually agreed project duration. However, cablex Germany shall be entitled in the following cases to adjust the prices or increase costs in line with inflation, prevailing exchange rates or cablex Germany tariffs:

- Quantity deviations of more than 20 percent
- project delays, halts in construction work, interruptions for which cablex Germany is not responsible
- Inflation for projects executed past the end of the year in accordance with the following rule: If the information published by the Federal Statistical Office changes

If the Consumer Price Index for Germany, based on 2023 = 100, changes by at least 10% compared to the index published for the month the contract was signed, either party can request an adjustment of the contract price or offer price. The benchmark for this should be the change in the index, as long as this corresponds to fairness. The request for changes takes effect from the month following the request for changes. In the event of further index changes compared to the last change in the contract price or offer price, this provision applies accordingly.

- Changes in commodity prices (e.g. copper) as per the London Metal Exchange (LME)
- Waiting times, idle times or planning errors that are not the fault of cablex Germany
- Extraordinary unforeseeable events that complicate, delay or prevent the planned construction process and are not the fault of cablex Germany
- Force majeure and natural disasters

Surcharges and discounts

Any applicable surcharges and discounts are set out in the contract document.

6 Invoicing and Payment

Remuneration is payable according to the payment schedule in the accepted offer letter or the contract. All amounts are exclusive of VAT. cablex Germany shall issue an invoice when payment falls due. The customer makes payments due within the agreed payment period. If no payment period was agreed in the contract or none was stated on the invoice, this is 30 days from the invoice date. If the customer fails to meet a payment deadline, it will be deemed to be in default without the need for a reminder. If the customer is in arrears with the payment, cablex Germany may – to the extent that it is legally permissible – interrupt provision of all services and works, initiate further measures to prevent the accumulation of losses and/or terminate the contract without notice and without compensation. The customer bears all costs incurred by cablex Germany as a result of late payment. In particular, the customer owes cablex Germany default interest of 5 percent as well as a reminder fee of EUR 8.00 per reminder. The final invoice is the one from cablex Germany that establishes the part of the compensation determined by the agreed unit, global or flat-rate prices (final invoice amount). The final invoice will be sent to the customer no later than two months after acceptance.

7 Billing

Offsetting of claims by the customer is only permitted with the consent of cablex Germany.

8 Final measurements and acceptance

Final measurements

At the end of the implementation phase or repair, cablex Germany carries out quality and acceptance measurements for functional testing and creates corresponding measurement reports and protocols that are handed over to the customer (female or male). Without a written counter-report within ten working days of receipt of the measurement reports and protocols, the systems are considered approved.

acceptance

The subject of acceptance can be the completed work or, unless otherwise stated in the work contract, also a self-contained, completed part of the work. Upon acceptance, the work (or part

of the work) is deemed to have been delivered and becomes the care of the building owner. From now on, the building owner assumes the risk.

9 Place of fulfillment

The place of performance is the construction site, unless there is a different provision in the offer or contract document.

10 Participation of the customer

The customer ensures that all cooperation obligations required for the proper execution of the order (e.g. delivering information, documents and forecast values on time) are carried out in a timely manner, to the required extent and free of charge for cablex Germany. The customer's duties to cooperate constitute a major contractual obligation.

The customer grants cablex Germany the necessary access to the systems and, after consultation, provides the necessary power supply, network connections and material rooms.

Obtaining, providing and updating the utility line plans is the responsibility of the customer. Exceptions are recorded in the contract document. The work carried out by cablex Germany in relation to utility line plans will be invoiced additionally based on time and effort.

11 Warranty from cablex Germany

cablex Germany is responsible to the customer for the careful provision of its services in accordance with the contract and the use of defect-free material. cablex Germany undertakes to repair or replace, at its discretion, free of charge any products or parts thereof that give rise to justified objections. This warranty is valid for a period of one year from the date of delivery. If a different time period is required by law, this shall apply.

Any damage that occurs, the prevention of which is beyond the control of cablex Germany, as well as the consequences of external influences (particularly of a mechanical, chemical or electrical nature, etc.) and atmospheric influences are excluded from the warranty. During the guarantee period, any warranty, to the extent permitted by law, is disclaimed in the event of third-party interventions with the system created by cablex Germany or incidents for which the customer is jointly responsible. Any further warranty is excluded to the extent permitted by law. cablex Germany is not responsible for operating resources provided by the customer.

If there is a defect covered by the warranty, this must be reported in writing and with a brief explanation. The customer can initially only request a free repair. If the fault cannot be rectified within a certain time period, the customer will set a new deadline appropriate to the cause of the fault and the work required to rectify

the fault. If the rectification definitively fails, the customer can demand a reasonable price reduction or, in the case of a significant defect that prevents the customer from using the work or the product as a whole, withdraw from the corresponding individual contract. In this case, those services (or parts thereof) that have already been provided essentially in accordance with the contract and can be used by the customer as such in an objectively reasonable manner must be paid in full. Both the guarantee and the limitation period for the client's rights based on defects begin to run from acceptance of the work.

cablex Germany only provides a guarantee for products (e.g. hardware and software) from third parties to the extent that the

third party warrants to cablex Germany. cablex Germany strives to negotiate the best possible conditions with third parties for both itself and the customer.

12 Liability of cablex Germany

In the event of breaches of contract, cablex Germany is liable for the proven damage unless it proves that it was not at fault. cablex Germany compensates for unlimited damages caused intentionally or through gross negligence. In the event of slight negligence, cablex Germany has unlimited liability for personal injuries and for property damage up to the equivalent value of the service received, but a maximum of EUR 50,000 per damage event. In no case, however, shall cablex Germany be liable if the provision of the service is not possible or only possible to a limited extent due to force majeure, or for consequential damages and lost profits. Any further liability for direct or indirect damage is excluded to the extent permitted by law.

If temporary staff are used, cablex Germany shall be exclusively responsible for the careful selection of such staff.

13 Default

Unless agreed otherwise in writing, the service obligations of cablex Germany are not deemed to be transactions for delivery by a fixed time. Deadlines are deemed to have been met when cablex Germany provides the service. If cablex Germany defaults, the customer must twice grant a reasonable grace period in writing. Should the customer fail to accept delivery, cablex Germany may invoice the customer for all costs incurred as a result. Otherwise, the statutory provisions apply. Contractual dates are a forecast unless the obligation is expressly agreed in the contract or the accepted offer.

14 Insurance

cablex Germany is insured against claims for damages that may be made against it under statutory liability provisions for personal injuries and property damage.

15 confidentiality

The solutions and prices offered by cablex Germany are considered company secrets. It is prohibited for the customer to pass on this confidential information to third parties. In return, cablex Germany undertakes to keep confidential from third parties any confidential information about the customer that has been made accessible to it or has become known to it in any way.

16 Force majeure

If, despite all due care, a party is unable to fulfill its contractual obligations due to force majeure such as natural events, strikes, unforeseen official restrictions, etc., the fulfillment of the contract or the date for the fulfillment of the contract will be postponed in accordance with the event that has occurred. If the party affected by the event is unable to fulfill the contract within six months, the other party can withdraw from the contract without incurring any further costs or compensation.

17 Other provisions

All changes and deviations from the respective contracts must be in writing unless the parties have agreed another procedure in writing.

The rights and obligations arising from the respective contracts can only be assigned and transferred to third parties with the written consent of the other party. However, cablex Germany can assign and transfer the rights and obligations to another company of the parent company at any time with liberating effect.

The parties agree that they do not want to enter into a partnership through a framework agreement or individual contracts.

Should parts of the respective contracts (including these General Terms and Conditions) prove to be invalid or unenforceable, this shall not have any effect on the validity of the remaining provisions or the continued existence of the respective and other contracts. The invalid or ineffective provision should be replaced by a provision that comes closest to the economic goal of the parties.

The validity of the same is subject to the necessary official approval of the execution of the respective contracts. The customer is liable in the event that a contract falls through.

18 Applicable Law/Jurisdiction

The contractual relationship between the parties is subject exclusively to German law. The parties declare that the United Nations Convention on the International Sale of Goods of April 11, 1980 is not applicable. The **jurisdiction** is the headquarters of cablex Germany, unless otherwise agreed in the contract.