



## **Annex for the Purchase of Software as a Service Solutions (SaaS)**

In addition to the General Terms and Conditions of Purchase of A1 Telekom Austria AG (GTC), the following provisions shall apply to the purchase of SaaS solutions:

### **1. General Rights and Obligations of the Parties**

(1) The Contractor shall provide the Customer with the cloud based software and related services in accordance with the provisions of the Agreement.

(2) The provision of cloud-based software and supporting software requires the availability and accessibility of the Contractor's technical infrastructure for access and/or downloading as well as the provision of the necessary access data to the Customer (e.g. user ID and password).

(3) During the agreed term, Contractor shall ensure that the cloud based software and related services comply with all applicable laws, rules, regulations, guidelines and industry best practices. In the event of necessary changes to the cloud based software and related services to reflect developments and changes in applicable laws or technologies, the Contractor will advise the Principal and prepare a change proposal. Any changes accepted by the Customer by means of a corresponding confirmation shall be carried out at the expense of the Contractor, unless otherwise agreed.

(4) The Contractor shall (i) provide the Customer in advance with details of the Open Source Software ("OSS") components used in the cloud-based software (in particular name and version), (ii) provide the Customer with the OSS documentation, including copyright notices and licence texts as required in the applicable OSS licence terms, (iii) provide the Customer with the complete, corresponding, machine-readable OSS source code and (iv) inform the Customer in writing of the obligations arising from the implementation of OSS. The Contractor shall be fully responsible for enabling the Customer to (i) comply with the terms of the licence and (ii) perform all of the Client's own obligations resulting therefrom.

### **2. Contract Fulfilment**

(1) The Contractor shall commit that  
a. the cloud-based software is available for 99% of the term of the contract. However, a single failure shall not exceed four (4) hours;

b. the cloud based software and related services fully comply with the agreed specifications, contractual requirements, performance specifications and service levels;

c. the cloud-based software itself and, if applicable, the media supplied are free of defects and are in a fully functional and commercially available condition;

d. Updates, upgrades, new releases and any other future versions of the cloud based software must (i) be compatible with any previous version, in particular with respect to import/export functionalities, file/data formats and connected devices, (ii) be compatible with the system environment in which the cloud based software is currently used by Customer and (iii) not affect the functionality of the version currently used by Customer. The Contractor shall inform the Customer of all changes in future versions including the effects on the use of the cloud based software by the Customer at least three (3) months before the new version comes into effect in text form;

e. neither the performance nor the functionality of the Cloud-based Software will be affected by the appearance or continuation of any year or date. In particular, dates are not limited to one century, all dates are processed and displayed correctly with the different centuries, and leap years are calculated and displayed correctly;

f. The associated services as well as the maintenance and support services are provided with the usual professional competence and care and on the basis of the latest state of science and technology.

(2) In order to maintain the contractually agreed availability and functionality as well as the specifications, the Contractor shall remedy defects in good time and if necessary in accordance with the reaction and correction times specified in the Service Level



Agreement (SLA) and remedy incidents. The Customer shall provide reasonable support to the Contractor in this respect, in particular by providing necessary data, appropriate information and documents. The Contractor shall rectify the defects and rectify faults professionally by appropriately qualified, experienced and qualified personnel.

### **3. Rights of Use**

(1) Unless otherwise specified in the order, the Contractor grants the customer a non-exclusive right to access and use the cloud-based software including the associated documentation for the time/period of use agreed in the order, unlimited in terms of content and geography, for all types of use transferable within Telekom Austria AG's affiliated companies, for internal purposes and the provision of services to the end customers of Telekom Austria AG's affiliated companies. This includes access to a test system that is separate from the live system but uses the same version of the cloud based software as the live system. In addition, the Contractor grants the Customer the necessary rights to store, execute and use the support software on the Customer's systems.

(2) Further rights of use - according to type and scope - can be agreed in the order.

### **4. Data Security and Data Ownership**

(1) All data and information that is either transferred by the Customer to the cloud based software or generated as output or otherwise stored in the systems of the Contractor within the scope of access and use of the cloud based software by the Customer ("Customer Data") are and remain the exclusive property of the Customer, Telekom Austria AG or its affiliated companies and/or its end customers at all times and are confidential information. The Contractor uses Customer Data exclusively to fulfil his obligations under the contract and does not claim any right or ownership thereof. The Contractor shall take appropriate technical and organizational measures to keep all Customer Data secure and to protect it from accidental loss, alteration and unauthorized disclosure or access, including, but not limited to, the following:

- Servers running behind a firewall;
- Emergency recovery precautions;
- automated backup on a regular basis;

- Data access (direct and remote) only with encrypted means;
- physical and electronic access control in the data centers, and
- secure and permanent data erasure.

(2) Upon request, the Contractor shall make the Customer Data available to the customer free of charge on a secure communication channel or on media in a generally recognized method, machine-readable, unencrypted file format (e.g. XML), including documentation of the data format, during and after expiry of the contract period. After release at the end of the contract term and written confirmation by the Customer, the Contractor shall securely and permanently destroy and confirm in writing all Customer Data.

### **5. Maintenance and Support Services**

(1) The Contractor shall provide maintenance and support services for the cloud-based software at no extra charge during the term of the contract.

(2) The maintenance and support services comprise the following services:

- a. the continuous development and improvement of cloud based software and the provision of the latest version;
- b. Elimination of defects and rectification of incidents in accordance with agreed SLAs
- c. the delivery of new documents or the amendment of existing documents;
- d. Notification of technical issues and security risks, as well as notifications of improvements and changes to the cloud-based software;
- e. Implement the necessary preventive measures to ensure the functionality of the cloud based software;
- f. in the event of errors and/or notices of defects, to support the client immediately by telephone and/or online in solving the problem or at least to create a workaround.