



Terms of Use for the A1 Group e-procurement portal

1. Subject matter

(1) These Terms of Use govern the access to and use of the e-procurement portal (hereinafter referred to as "Portal"), which is made available by Telekom Austria AG, registered at the address Lassallestrasse 9, 1020 Vienna, Austria (hereinafter referred to as "A1 Group" together with its affiliated companies). The Portal is provided by means of the cloud-based e-procurement platform operated by Ivalua, Inc. ("Ivalua").

(2) Subject to these Terms of Use, companies that have successfully registered as suppliers ("Suppliers") and their authorized users ("Users") may access and use the Portal. Through the Portal, Suppliers may submit offers and bids and participate in tenders and auctions conducted by an A1 Company (meaning Telekom Austria AG or any of its affiliated companies) in accordance with the obligations set forth in these Terms of Use.

(3) The communications connections needed to use the Portal (e.g. internet access) and the equipment or other technical prerequisites needed on the Supplier's premises (e.g. a suitable web browser) are not the subject matter of these Terms of Use and shall be provided by the Supplier at its own expense. Any liability by A1 Group in that regard shall be excluded.

(4) The Supplier agrees to these Terms of Use upon registration or by using the Portal. The use of the Portal includes provision of the Supplier data, Supplier documents, participation in tenders and auctions, collaborative creation or processing of contracts and exchange of documents within source to contract and purchase to pay process.

(5) The Supplier is obliged to keep its company information and bidding documents up to date. Any duty to inspect or review by A1 Group in that regard shall be excluded.

(6) The Portal shall only be used by the Supplier for commercial purposes. Any use for private purposes shall be excluded. The use of the Portal is free. The Supplier is obliged to administer its account and to authorize users on its own.

(7) Unless expressly stated otherwise, references to the Portal in these Terms of Use include the underlying Cloud Service (see definition below) and related technical infrastructure used to provide the Portal.

2. Access to the Cloud Service

(1) The Portal is made available through the software-as-a-service technology platform developed and operated by Ivalua, including the supplier portal and related electronic procurement functionalities, updates, enhancements and new functionalities made available from time to time (the "Cloud Service"). Subject to these Terms of Use, the Supplier and its Users may access and use the Portal through the Cloud Service solely for the permitted purposes. The Portal constitutes the supplier-facing interface of the Cloud Service.

(2) The Supplier is responsible for: (a) approving and maintaining access for itself, and identifying and authenticating its Users; (b) maintaining the confidentiality of usernames, passwords, and account information; and (c) all activities that occur under the

usernames, passwords, or accounts of its Users as a result of their access to the Cloud Service.

(3) Once the Supplier and its authorized users obtain their access credentials, regardless of the mechanism used for their generation, the Supplier will be responsible for their safekeeping, updating, and using in accordance with the obligations set forth in these Terms of Use.

(4) All intellectual property rights in and to the Cloud Service, including its software, standard functionalities, technology, documentation, updates, enhancements and related materials, are and shall remain vested in Ivalua and/or its licensors.

(5) All rights in and to the names, trademarks, logos, procurement documents, content, data, Confidential Information and other materials of Telekom Austria AG or an A1 Company are and shall remain vested in Telekom Austria AG, the relevant A1 Company and/or their respective licensors.

(6) The Supplier retains ownership of the data and materials submitted by the Supplier through the Portal, without prejudice to the rights necessary for Telekom Austria AG, the relevant A1 Company and Ivalua to process such data and materials for the operation and permitted use of the Portal.

(7) Telekom Austria AG and/or Ivalua may perform maintenance, updates or other technical activities in relation to the Portal or the Cloud Service and may temporarily restrict or suspend access where reasonably necessary for such activities, for security reasons or to protect the integrity of the Portal or the Cloud Service.

(8) Except for the limited right to access and use the Portal expressly granted under these Terms of Use, no licence, ownership right or other intellectual property right in or to the Portal, the Cloud Service or the related software and documentation is granted to the Supplier or any User.

3. Relationship between Suppliers and A1 Companies

(1) The respective A1 Company shall determine the scope of the Supplier's and its Users' access to the Portal and the functionalities available to them. Supplier shall be permitted to access and to adapt general information of its company according to the granted rights.

(2) Telekom Austria AG shall neither be responsible for the content created by an A1 Company nor the Supplier's participation in using the Portal. In this respect, Telekom Austria AG's activities shall be solely limited to providing the Portal for facilitating procurement-related interactions and processes between the A1 Company(ies) and the Supplier(s). The respective A1 Company remains responsible for the procurement process conducted by it and for the content made available by it through the Portal.

(3) Subject to Section 7, Telekom Austria AG neither warrants nor guarantees unrestricted access to or trouble-free use of the Portal.

4. Right of Use and Restrictions

(1) Subject to these Terms of Use, the Supplier and Users are granted the limited, non-exclusive, free of charge, non-transferable right to access and use the Portal through the Cloud Service for the duration of their authorized access and solely for the purposes described in these Terms of Use. No right to install, reproduce, modify, distribute or otherwise exploit the underlying software is granted.

(2) The Supplier and Users are not entitled to use, allow third parties to use or make accessible to third parties the Portal for purposes other than those specified in the present Terms of Use. If not agreed otherwise, any access for third parties to the Portal by the Supplier is prohibited.

(3) The Supplier and its Users who access the Cloud Service must comply with the following mandatory use restrictions:

- a) **Prohibition on Reverse Engineering:** They may not decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code, structure, or algorithms of the Cloud Service.
- b) **Prohibition on Modifications:** They may not adapt, create derivative works from, or modify the Cloud Service or its documentation.
- c) **Prohibition on Redistribution:** They may not sublicense, transfer, assign, lease, rent, or distribute access to the Cloud Service or grant a security interest in it.
- d) **Prohibition on Unlawful Content:** They may not use the Cloud Service to transmit unlawful, infringing, or harmful data, or any other code that they are not authorized to transmit.
- e) **Prohibition on Security Tampering:** They may not attempt to gain unauthorized access to, circumvent, or otherwise interfere with any authentication or security measures of the Cloud Service, or interfere with or disrupt its integrity or performance.
- f) **Prohibition on Penetration Testing:** They may not perform security scans or penetration tests, including bug bounty testing.
- g) **Prohibition on Alteration of Marks:** They may not alter or remove any trademarks or proprietary notices contained in the Cloud Service or its documentation.
- h) **Prohibition on Assisting Third Parties:** They may not permit or assist any third party to take any of the actions prohibited above.

5. Data privacy

A1 Group processes personal data in accordance with these Terms of Use and the Privacy Statement for Suppliers (see here: <https://a1.com/e-procurement/>).

6. Duties and obligations of the Supplier

(1) The Supplier shall, in particular,

- a) ensure that, by its acts and/or omissions, all commercial property rights and copyrights are observed (e.g. when placing its data and documents or that of third parties into the Portal and those of A1 Group, if any);
- b) ensure that no third party has access to the "user name" and "password" granted to the said Supplier and, in the event that said Supplier has any doubts or suspects that unauthorized third parties may have knowledge thereof, to personally change or request the A1 Company to change said "user name" and "password" forthwith;
- c) refrain from improperly using the Portal or allowing it to be improperly used, in particular not to convey information that is illegal or in violation of accepted moral standards, or refer to information that incites hatred against segments of the population, leads to criminal offences or glorifies or trivializes violence, is sexually offensive or pornographic, is apt to seriously endanger the moral welfare of children or youths or affect their general welfare, or could damage the reputation of A1 Group;
- d) refrain from attempts to retrieve information or data without authorization, either themselves or through third parties, or intervene or have another party intervene in programs of the Cloud Service, or to penetrate data networks of the Cloud Service without authorization;
- e) indemnify A1 Group against any and all (third-party) claims based on unlawful or improper use of the Portal by the said Supplier or with said Supplier's approval or claims arising, in particular, from data privacy, copyright or other legal disputes in connection with the Supplier-specific use of the Portal. If the Supplier realizes or can be expected to realize that a violation of this type is about to occur, said Supplier shall be obligated to notify the relevant A1 Company without undue delay;
- f) comply with A1 Group's compliance regulations (available under <https://www.a1.com/compliance/>);

- g) oblige Users to comply with these Terms of Use; and
- h) maintain the confidentiality of communications and any information made available through the Portal and comply with applicable data protection laws.

(2) In the event of a breach of these Terms of Use, A1 Group is entitled to deny the Supplier access to the Portal and the data available therein. Access shall be restored only if the violation of the essential obligation concerned has been permanently rectified or the danger of repeated violation has been ruled out.

7. Warranty and liability

(1) A1 Group does not warrant any specific availability of the Portal or the Cloud Service, nor any specific or error-free functionality, completeness, or security.

(2) Subject to Sections 7(5) to 7(7), claims of any kind against the A1 Group due to a lack of or restricted availability of the Portal or the Cloud Service, especially due to system-related maintenance or downtime, system-related errors or defects, as well as all other restrictions on the use or usability of the Portal, are excluded. This also applies in particular to upload and transmission errors.

(3) The Supplier acknowledges that the data, documents, and other information provided by it are not reviewed for accuracy, completeness, or legality (especially compliance with deadlines or validity of the signature), and that there is no such duty of inspection on the part of A1 Group.

(4) A1 Group excludes any liability for the content provided by the Supplier in the Portal. The sole responsibility for this content lies with the Supplier, who shall indemnify and hold A1 Group harmless in this context.

(5) Liability of A1 Group, as well as of its vicarious agents or assistants, due to slight negligence is excluded.

(6) Any liability of A1 Group for lost profits, consequential damages, or financial losses shall be excluded. The aforementioned exclusions of liability particularly include any liability of A1 Group, and its vicarious agents and assistants, for disruptions, failures, and/or interruptions of operations, software damages, loss of data or information.

(7) The limitations and exclusions of liability set out above do not apply to liability for personal injury or to any other liability that cannot be excluded or limited under applicable mandatory law, including applicable product liability law.

8. Termination

The Supplier's right to use the Portal in accordance with these Terms of Use shall end or be suspended:

- a) if the A1 Group deletes the Supplier's account due to inactivity, termination of the relevant business relationship, non-compliance with the A1 Group's compliance regulations (<https://www.a1.com/compliance>), or a breach of these Terms of Use;
- b) if access is denied pursuant to Section 6(2);
- c) upon instruction of the relevant A1 Company; or
- d) upon notification by the Supplier. Such notification must be made by the registered Supplier and not merely by an individual User.

9. Miscellaneous

(1) Telekom Austria AG may amend these Terms of Use from time to time. Suppliers shall be informed of material amendments through the Portal or by other appropriate means. Amendments shall become effective on the date specified in the relevant notification.

(2) In the event of the legal invalidity of provisions of these Terms of Use or parts thereof, they shall be replaced by provisions that are effective and come closest in content to the legally invalid provision.

(3) The exclusive place of jurisdiction for all (legal) disputes arising from or in connection with these Terms of Use is Vienna, Austria.

(4) All legal disputes arising from or in connection with these Terms of Use shall be governed exclusively by Austrian law, excluding its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.