

Special Terms and Conditions for the Implementation of "0900" Numbers

1. Preamble

1.1 The following Terms and Conditions regulate the contractual relationship between mr. next id GmbH (hereinafter referred to as "ID") and the contracting partner (hereinafter referred to as "Partner") with regard to the implementation of 0900 value-added service numbers. The "0900 Premium Rate Specification of Services" constitutes an integral part of subordinate rank of the present contractual arrangements. In addition thereto, the provisions of the "Framework Agreement for the Performance of Value-Added Services" and of ID's "General Terms and Conditions for the Implementation of Value-Added Service Numbers", which ID has agreed with Partner, shall also apply.

1.2 Any Partner's conditions that may conflict with or diverge from the present Special Terms and Conditions shall not apply, even if ID has not expressly objected to their validity. Any changes in the present Terms and Conditions shall be notified to Partner in writing. Changes shall be deemed approved if Partner does not object to them in writing within one month of receipt of such notification. At the beginning of this one-month period, ID shall inform Partner regarding the right of objection and regarding the fact that Partner's approval of the change made to the General Terms and Conditions shall be deemed received as of the expiry of this period of objection.

1.3. Items 2-9 hereinafter regulate the billing and implementation of the numbers in the fixed network, while items 12-16 regulate the invoicing and implementation of the numbers in the mobile sector.

2. Invoicing and initial collection of provider remuneration

2.1 The parties assume that, in terms of economic result, the offering party (Partner) is entitled to a provider remuneration for content and technical availability of the services used by the caller in the fixed-network sector. Provider remuneration shall be paid on the basis of the following procedure. The fee is owed by the caller/user of the value-added services. A prerequisite is that the subscriber network operator (hereinafter referred to as "SNO") of the caller or user of the value-added services has concluded a pertinent invoicing and collection agreement with ID and takes part in an invoicing and collection transit distribution process ["F&I Transit"]. The respective SNO shall invoice fees due by the caller to the caller together with the connection fee and collect this fee from the caller. For this purpose, ID shall provide the SNO with the data necessary for invoicing ("offline billing"). According to the agreements currently applying between the transit network operators and the SNOs used by ID, the claim is paid out to ID after deduction of transport and invoicing costs. If an SNO is unable to collect this fee from the caller, the SNO issues ID a so-called reversal, so that in terms of economic result the fee is not actually disbursed to ID. Issuance of reversals by the SNOs is not subject to specific time limitations. The SNOs' activity is limited to so-called "initial collection of re-

ceivables"; SNOs are not responsible for dunning or further collection measures.

In the event that collection and invoicing become possible with other SNOs, ID shall have the right to amend the agreement so as to include the conditions of the new SNOs. Traffic from subscriber networks for which there is no invoicing and collection agreement with ID and which ID cannot settle within the scope of the "F&I Transit" [invoicing and collection transit] distribution process cannot be settled vis-à-vis callers, so that ID assumes no liability for the relevant fees.

2.2 The parties agree that ID shall effect the invoicing and initial collection measures described above for collection of the provider remuneration (commission) due to Partner by the end customer (caller) vis-à-vis the pertinent SNO in its own name but on Partner's account. The parties agree that ID shall not bear the cancellation and collection risk in this regard. The provider remuneration collected for Partner's account shall be disbursed to him in accordance with the terms of item 6 as soon as ID has effectively received said provider remuneration from the SNO. ID's only obligation vis-à-vis the SNO is initial collection effected pursuant to the valid interconnection and invoicing and collecting agreements with the SNO.

2.3 In so far as ID or a company commissioned by it processes complaints and collects receivables, Partner shall undertake no invoicing or collection of his own vis-à-vis the SNO or the end customer. Such measures shall be taken exclusively by ID on the basis of the present Special Terms and Conditions, and there shall be no assignment (or re-assignment) of the pertinent claims to Partner in derogation of items 9.2 and 9.3. To the extent that, in violation of the present regulation, Partner carries out his own collection measures, he shall owe ID compensation.

3. Extra-judicial collection measures

3.1 ID shall undertake further extra-judicial collection measures as may appear to make good economic sense (hereinafter "collection") beyond the initial collection of receivables as described in item 2. ID shall undertake said collection itself or commission a collection agency to do so. ID shall, at all times, be entitled to adjust the collection process at its equitably exercised discretion (Section 315 of the German Civil Code), taking into appropriate account the economic effort and economic success of the collection measures. ID may take further collection measures at its discretion.

ID is entitled to reject evidently contentious or futile claims as well as illegal claims and/or terminate the processing of such claims.

3.2 Unless other arrangements have been agreed, the costs of the entire collection process shall be reimbursed by Partner in the amount stated in the pertinent conditions (e.g. for handing over the debt collection documents under the terms of items 9.2 and 9.3 of the present agreement). If profit sharing has been agreed, these costs shall accrue on the basis of the calculation covering

the entire process and the steps already initiated at the time of the reversal for all payments received and shall be due after reversal by the SNO without depending on concrete collection measures vis-à-vis callers. If profit sharing has been agreed, these costs are the result of the calculation covering the entire process and the steps already initiated at the time of the reversal for all payments received and shall be due after reversal by the SNO without depending on concrete collection measures vis-à-vis callers. To the extent that the parties have agreed a fixed percentage or an absolute fee for invoicing and collection, the cost of the collection process shall be incurred from the time when the connection is made.

3.2 Any measures or deadlines specified in the framework agreement, in the General Terms and Conditions, in the Specifications of Services or in any annex to the agreement constitute an example of the collection measures to be undertaken by ID under item 3.1. They are to be seen as the target course of action in a mass process and can be changed or extended as may be appropriate in function of the work load of the collection agency (cf. adjustment right, item 3.1). Procedures and deadlines for the collection of receivables may also be changed or extended as a result of objections on the part of the debtor and the resulting additional processing and verification.

3.4 ID uses the debtor point of view in its entire claims management process, and in particular with regard to collection. An open claim can result from calls to several products (article performance numbers) of various providers or from several end customer invoices. Dunning and collecting procedures can therefore cover the totality of open claims of the individual end customer.

3.5 Because of its character as a mass process and as a consequence of the debtor point of view (cf. item 3.4), the collection process defined above shall be final, so that no supplementary instructions can be given by Partner. The mass process character of collection and the debtor point of view (cf. item 3.4) also mean that inspection of records can be allowed and information about the status of the process or any other information can be granted conclusively only under the terms of items 9.2 and 9.3. As claims are subjected to the collection process soon after their creation, there shall be no verification of statute-barred status throughout the entire process. ID shall have the right to document the collection process in electronic form only, taking into account standards of security and precautions that are normal for such transactions. Incoming written documents from the debtor or from third parties may be recorded electronically and their originals then destroyed. ID guarantees that the electronic copy is faithful to the original.

4. Judicial collection process

4.1 Besides the extra-judicial dunning process, ID or a collection agency appointed by ID shall, at their own discretion and depending on prospects for economic success, arrange for judicial collection in appropriate cases.

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4.2 The cost of the legal collection procedures, with the exception of items 9.2 and 9.3, are included in the compensation according to item 3.2.

4.3 Unless otherwise stipulated in the present item, the provisions of item 3 shall apply mutatis mutandis in other respects.

4.4 Items 4.1-4.3 shall apply mutatis mutandis to the post-judicial process as well as to ID's monitoring of the receivables forming the subject matter of the present agreement.

5. Assignment of accounts receivable for collection

5.1 With the coming into force of the agreement on the implementation and provision of service numbers and the related agreement regarding the "0900" service, the parties agree the following assignment of accounts receivable for collection, so that ID or the network operator whose network services ID is using can collect the claim on Partner's account, as described in the present agreement.

5.2 Partner hereby irrevocably assigns to ID any future claims arising after conclusion of the agreement forming the basis of the present provisions for services offered by him under the scope of this agreement (the decisive factor are the implemented numbers). ID hereby accepts the assignment even now.

5.3 After conclusion of contract, Partner shall sign and make available to ID the declaration of assignment found in the Annex to be used for presentation in the collection process or to the court. Partner is aware that the courts always demand presentation of a declaration of assignment from the network operator as evidence of his right of action, and that claims are not generally enforceable without pertinent evidence.

5.4 Partner assures that, once claims have been created, he will not change them in their legal continuance, particularly through agreement with the end customer (debtor), or cause them to become extinct through avoidance or offset.

5.5 The assignment shall cover all other rights and claims arising from the pertinent contractual relationships with callers, in particular all independent or non-independent unilateral rights to influence the relationship which are not of absolutely personal nature or which serve the assertion of the sold payment claims, as well as all claims for damages of Partner vis-à-vis the callers including securities put up to cover such claims. In so far as Partner, under the terms of the present Terms and Conditions, has retained rights to influence the legal relationship by unilateral declaration, he shall request ID's approval prior to exercising such rights or exercise such rights at ID's request.

5.6 Partner shall use his best efforts to support ID in the assertion of the claim.

6. Billing / Payment modalities

6.1 Unless otherwise agreed in writing, ID shall draw up a statement of account six weeks after the end of each accounting month (calendar month), at the earliest however after payment has been received from the SNOs. This statement of account

shall contain the fees due to ID and the provider remuneration to be paid to Partner. These amounts are normally offset. Any credit balance for Partner shall be reported on a credit voucher. Payments from ID to Partner based on credit vouchers shall be due within 30 business days of issuance of the credit voucher. Unless otherwise agreed, ID shall be entitled to take reversals into account in subsequent statements.

6.2 The statement of account shall provisionally assume that end customer claims are paid in full. After money has been hypothetically received, there may be reversals (hereinafter called "cancellations") which are to be paid back by Partner. As much as possible, ID shall offset these claims with current hypothetical payments. If payments are received after a cancellation (e.g. pursuant to item 6.2), such payments, net of costs pursuant to item 3.2, shall be credited to Partner at the next statement of account, however at the latest eight weeks after payment has been received (credited to ID).

6.3 Should cancellations and payments by end customers not be clearly attributable to a particular partner, ID may allocate these according to an individual partner's share of the total claim. This may for instance apply in the case of instalment payments.

6.4. As the amount of cancellations cannot be known at the beginning of the agreement, ID shall, in the first three months, retain a provisional security amount equivalent to 20% of gross final customer turnover. As an alternative, Partner may provide another type of collateral on the basis of a separate, written agreement with ID.

6.5 Within these three months, ID shall be entitled at any time to appropriately increase the security amount at any time if concrete facts (e.g. increase in customer complaints, information from the SNOs or other providers, official investigations, drop in quality/defects in the content offered by Partner etc.) justify the assumption that cancellations are likely to increase in future. In this case, or to the extent that the the balance of open claims and subsequent payments is not covered by this security amount or by other collateral, ID shall draw up an invoice which shall be due for payment upon receipt by Partner.

At the end of the first three months, the provisional security amount will be offset against existing cancellations and subsequent payments. In this case, ID shall either pay the difference to Partner or invoice Partner the amount of the difference.

At the end of the first three months, ID shall at any time have the right to demand collateral in a reasonable amount if concrete facts justify the assumption that cancellations will increase in the future.

6.6 In the event of an upcoming or effected termination of contract for whatever legal ground, or if insolvency proceedings have been applied for or opened in the assets of Partner, or refused for lack of assets, ID shall furthermore be entitled to demand collateral from Partner for potential reversals or cancellations asserted by the SNO at a later date. The amount of this collateral must be

proportionate to the realistically expected losses. ID can, for instance, retain an appropriate amount from the credit vouchers still due to Partner. This arrangement shall also apply in the event of a strong decline in Partner's turnover (monthly turnover more than 30% below previous month's figures). In so far as it is clear that no further reversals can be asserted or that ID can have no further loss of claims, ID is obligated to release this collateral without delay. Partner may also provide appropriate collateral in another manner.

6.7 If there is suspicion that Partner himself has improperly manipulated or faked the use of his service, or if ID is informed by the network operator used by him or by an SNO that amounts might be claimed back, ID shall at its own discretion have the right to retain the entire payment or part thereof until the matter has been conclusively cleared. The amount retained must be in an appropriate relation to a potential damage. If it is clear that can be no further cancellations, ID is obligated to release any collateral it may have retained without delay.

6.8 ID reserves the right to verify the payment modalities described above on a regular basis and to adjust them (following consultation with Partner) on the basis of the claims structure for the service at the time of verification.

7. Customer relations management and complaints procedure

7.1 ID shall, within the scope of invoicing to the caller/user of the value-added services, also provide a service number and assume the receipt of complaints.

7.2 Furthermore, the parties agree that ID shall assume the exclusive and entire customer relations management and complaints procedure vis-à-vis the users of the value-added services under the terms of the present agreement, as collection and processing of complaints should not and cannot be separated. ID may for such purposes use the services of third parties.

Costs of processing complaints shall be reimbursed by Partner in the amount stated in the price list agreed in the individual case – providing he does not demand delivery of collection documents (cf. item 9.2 and 9.3). Unless otherwise agreed, this remuneration shall be comprised in the remuneration determined under the terms of item 3.2.

7.3 To simplify the handling process, limit expenditure and ensure a customer-friendly processing of complaints, ID shall be entitled to oblige customers once per invoicing period with a liberal settlement of complaints for amounts of up to EUR 50 per claim. In such cases, the claim shall be deemed cancelled. It shall then be written off or redebited. If ID acknowledges that the objections raised by a customer are justified, ID can also correct and write off the claim accordingly. In any case, ID shall have the right to reach a compromise with the end customer (caller) at its duty-bound discretion and under consideration of the circumstances, the legal situation and the evidence. Claims shall be written off according to the provisions of items 9.1 to 9.3 inclusively. In so far as Partner demands

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delivery of collection documents for the claims written off under the terms of item 7.3, the fee provisions of item 9.2 shall apply mutatis mutandis.

7.4 ID is entitled to pass on the name, address, and telephone number of Partner and the name of a contact person, and to pass further inquiries on to Partner, in particular with regard to the content of the services. Without being asked, Partner is obligated to provide ID with a detailed description of the content of his services and with the names of responsible staff members who are available during normal office hours. If Partner does not comply with his cooperation duty, ID shall have the right, subject to further rights, to write off the relevant claims of end customers in the event of complaints.

8. Fees due to ID

8.1 Partner shall pay ID a fee for the TC services as well as for invoicing and initial collection of receivables. In so far as the contracting parties have agreed a profit-sharing model, the fee due to ID shall be the difference between the net end customer price and the provider remuneration agreed with Partner; otherwise, Partner shall be invoiced the fees due to ID in a separate item of the invoice. This shall not affect the fees due to ID pursuant to the price list.

8.2 ID shall have the right to offset the fees due to it and/or to ID pursuant to item 8.1 sentence 1 as well as cancellations, later payments, the security amount and other agreed fees pursuant to item 8.1 sentence 3 with the provider remuneration to be disbursed to Partner.

9. End of collection measures

9.1 If a claim cannot be collected by the end of the monitoring process within the scope of the collection process described in items 3 and 4, the collection process shall be discontinued.

If the collection process is discontinued, the claim shall be deemed transferred back to Partner. Partner hereby accepts this assignment. Upon request, ID shall report retransferred claims to Partner electronically or in writing on a monthly basis for the month just ended. Reports shall include the main information about the written-off claims (amount of claim, reason for write-off, date of invoicing and date of write-off).

9.2 In any case, Partner may demand delivery of (further) collection documents only once per quarter, and only if he reimburses ID in advance for the delivery. For the sake of simplicity, this reimbursement shall be set at a lump sum of 10% of the claim, but at least 30 euros per claim. If Partner provides evidence to ID that expenditure was lower, or if ID provides evidence that it was higher, the fee shall be adjusted accordingly. This reimbursement claim shall apply accordingly at every stage of the collection process from the time when Partner requests from ID delivery of extracts or of individual documents such as an itemized bill.

9.3 If Partner notifies ID that he does not wish for the processing of the claims to continue, the pertinent claims – irrespective of the stage of the collection process – shall be

written off by ID as per item 9.1. In this case, Partner shall reimburse ID in full for expenses incurred until this point in the collection process, including dunning, collection, lawyer, court and bailiff costs, costs of tracing addresses, account solicitation services, register information requests etc., to their full value.

10. Obligation of Partner to offer services / Suspension

10.1 Partner is obligated to offer and render the services advertised by him in a due and proper manner. Partner acknowledges that his entitlement to payment of a provider remuneration shall apply only in so far as services have been provided in a due and proper manner.

10.2 Partner shall provide ID with advance written information of his rates.

10.3 In the event that ID is obligated by a court and/or on the basis of a law to suspend services, numbers or the invoicing of services, ID shall comply with said obligation without any rights for Partner arising therefrom. ID shall inform Partner without delay as soon as it is claimed on for suspension of service to partner or similar action. Sentence 1 shall apply in particular if ID suspends a service or the invoicing thereof under the terms of Section 45 o of the Telecommunications Act (or a supervenient provision) or of an obligations arising from the Telecommunications Act.

10.4 The SNOs have obligated ID to suitably ensure that all of the service data records for claims that it passes on to the SNOs for invoicing and collecting comply with statutory provisions and consumer protection regulations. The contracting parties agree that Partner is obligated in accordance with the above stipulations. If an SNO suspends one or several product IDs in connection with Partner's services, Partner shall be obligated to pay, upon first request and to the exclusion of the plea that several infringements be treated as one continuous infringement, a net contractual penalty of EUR 1,000 for each initial product ID suspension by an SNO. For every further suspension by the SNO, the contractual penalty due to ID by Partner shall be increased to a net amount of EUR 2,500. It is incumbent upon Partner to provide evidence that services have been provided in compliance with statutory provisions and consumer protection regulations and that suspension by the SNO was unjustified. If Partner provides such evidence, ID shall reimburse Partner for the contractual penalty paid. This shall not affect assertion by ID of additional damages and claims for reimbursement of expenses. The SNO will activate the suspended product ID within three months if ID provides written assurance of contractual delivery of the service data records for the product ID concerned. Partner shall upon first request assure ID in writing that the claims concerned are based exclusively on services that comply with statutory provisions and consumer protection regulations. If there have been three or more suspensions within three months (irrespective of the product ID involved in each case) activation will take place after three

months. The suspension period is then reduced only if there has been no suspension of a product ID for three months with regard to the relevant SNO. This shall not affect the right of extraordinary termination of contract.

10.5 The 0900 value-added services advertised and offered by Partner shall be charged only on the basis of per-minute rates not exceeding EUR 3 per minute. Within the scope of legal provisions, Partner is also entitled to offer and advertise time-independent services (block rates) provided these do not exceed a price ceiling of EUR 10 per connection. Subject to separate agreement, Partner is also entitled to advertise and offer combinations of per-minute and event-based rates provided the above ceilings are not exceeded and total costs of the call for the end customer do not exceed EUR 30.

11. Monthly fee ceiling and automatic disconnection

11.1 In offline billing, ID shall have the right, after verification of payment history, to suspend turnover in excess of EUR 500 generated under an A number.

11.2 Partner shall have no claim to realization and effectiveness of the suspension. ID points out in particular that suspension may be only of limited effectiveness in the case of multipoint interfaces and private branch exchanges, as several A numbers can be used by one end customer, and several extensions can use the services.

11.3 ID shall automatically disconnect calls to 0900 numbers after one hour save for exceptional cases covered by Section 66 e (4) of the Telecommunications Act. Connections shall be automatically disconnected after this time, or, if Partner so desires, continued free of charge for the caller.

12. Routing of calls from mobile networks

In cases where Partner also wishes for traffic to be routed from mobile networks (T-Mobile, Vodafone D2, E-Plus and O2), the provisions of items 12 to 16 shall have overriding priority.

12.1 At present, routing is possible from the mobile networks listed above via the 0900-1, 0900-3 and 0900-5 trunks. ID shall have the right to arrange for routing of traffic from other mobile networks according to availability and to adjust the terms of the present agreement at its equitably exercised discretion under the terms of Section 315 of the German Civil Code. Routing of traffic from mobile networks to ID shall be effected via DTAG, which shall receive the traffic from the respective network operator and route it to ID in compliance with the present agreement and on the basis of the interconnection agreement. Both calls from customers subscribing directly to the network operator's mobile services and calls from customers having contracts with service providers of the relevant network operator shall be routed in this manner. This does not cover the routing of traffic from mobile subscribers not currently in Germany.

12.2 Callers will be billed for Partner's contractual services in a standardized form to-

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gether with the connection charges by the network operators or relevant service providers acting as SNOs in their own names according to the so-called "intermediate products arrangement". The individual network operators thus "buy" services from TDG, which in turn "buys" them from Partner with ID acting as the intermediary. Partner herewith states his agreement with this arrangement and requests that ID collect the provider remuneration due to him from TDG in his name and on his account. Payment for routing from mobile networks shall be determined on the basis of the latest version of the ID price list.

12.3 ID has assumed numerous and extensive commitments, guarantees and obligations vis-à-vis the mobile network operators in order to achieve routing of the traffic, and these are to be passed on to Partner. Failure to observe these obligations could result in suspension of routing and in contractual penalties if applicable. Partner therefore assures that he will strictly comply with the obligations assumed in the present agreement and that in the case of any infringement of his obligations he will internally release ID of any liability vis-à-vis the pertinent network operator. The parties agree that the present agreement does not create a direct service or contractual relationship between Partner and the mobile network operators.

13. Fees and provider remuneration for calls from mobile networks

13.1 ID's fee for the carrier service, invoicing, collection and bad debt losses is determined by the current version of the ID price list. The data received by ID from TDG shall be decisive for accounting purposes.

13.2 In derogation of the other remuneration provisions of the present agreement, Partner shall not have a claim to payment of the fee directly vis-à-vis the caller but only vis-à-vis TDG within the scope of the so-called "intermediate products arrangement". The provider remuneration due to Partner for the performance of his service shall be collected from TDG by ID in Partner's name and on Partner's account. Partner waives invoicing and collection measures of his own vis-à-vis TDG to the extent that ID is performing this service. For the sake of clarity, the arrangements made under items 6 and 8 ("Billing / payment modalities" and "Fees due to ID") shall expressly continue to apply.

14. Advertising and provision of price information (calls from mobile networks)

In his customer communication and when advertising his services, Partner shall comply with the stipulations of Section 66 a of the Telecommunications Act and, in so far as prices applying to calls from mobile networks are different from prices for calls from landline networks, state the landline network price and note the possibility of diverging prices for calls from mobile networks.

15. Per-minute rates / rate ceiling / rate levels for calls from mobile networks

Within the scope of routing to 0900 numbers from mobile networks there are currently 24

rate cluster levels available for calculating provider remuneration under the terms of item 13. The gross end-customer rate shall be calculated on the basis of the rate cluster selected by the partner, plus the cellular surcharge and value-added tax.

16. Resolatory condition (routing of calls from mobile networks)

16.1 Arrangements regarding call routing from mobile networks (items 12 to 15) shall become ineffective if mobile network operators no longer route traffic to TDG and/or TDG no longer routes traffic to ID within the scope of the ICP-Z.17 service of the interconnection agreement, or to the operator of the network used by ID if applicable, or if the ICP-Z.17 interconnection agreement has been terminated or otherwise ended.

16.2 The present agreement shall become ineffective for the items stated in 16.1 and for the future if the resolatory condition becomes applicable. This shall not give rise to any further rights of Partner – for example with regard to damage claims. ID shall have the right to invoice Partner the "shutdown fee" charged by the network operators in such cases.

16.3 If the interruption of routing was caused by Partner, Partner shall remain obliged to pay compensation.

17. Commencement of service and duration of agreement

17.1 Unless otherwise agreed, commencement of service shall take place within two weeks of formation of contract.

17.2 The present agreement shall come into force upon signature of the Framework Agreement by both parties and upon written confirmation by ID of the Service Numbers Agreement including application of ID's General Terms and Conditions. If, upon Partner's request, ID activates a service before or after this time, the agreement shall be deemed in force from the time of activation.

17.3 Performance as described hereinabove can be agreed in a legally valid manner only if Partner has concluded a Framework Agreement and a Service Numbers Agreement for the Performance of Value-Added Services which includes application of ID's General Terms and Conditions. The duration of the agreement regarding the performance agreed in the present provisions shall correspond to the duration of the Framework Agreement and of the General Terms and Conditions.

17.4 Because the collection process is a mass process, because of the debtor point of view (cf. item 3.4) and as a consequence of the agreements between ID and its collection partners, claims that are already being collected in the process agreed under the present Special Terms and Conditions at the time of termination of contract cannot be separated from the collection process and transferred back to Partner without a significant amount of effort. The parties therefore agree that the agreement shall continue to apply to such claims even after termination and that it shall apply until the pertinent collection process under the present Special Terms and Conditions has ended. In so far

as Partner, upon termination of contract, may nevertheless wish for a retransfer, the process described in items 9.1 to 9.3 of the present Special Terms and Conditions for written-off claims and the pertinent conditions shall apply mutatis mutandis.

18. Final provisions

Should individual provisions of the present Special Terms and Conditions, of the Specifications of Services or of any additional contractual arrangements be totally or partly ineffective or impracticable or lose their legal validity or practicability at a later date, this shall not affect the validity of the remainder of the present agreement. Any ineffective or impracticable provision shall be deemed replaced by an appropriate arrangement which, to the extent that this is legally possible, comes closest to the economic effect desired by the contracting parties. This shall apply mutatis mutandis if the agreement is found to have any gaps.