



Special Terms and Conditions for the Performance of the "Directory Information Service"

1. Preamble

1.1 The following Terms and Conditions regulate the contractual relationship between mr. next id GmbH, Konrad-Zuse-Platz 5, 53227 Bonn, Germany (hereinafter referred to as "ID") and the contracting partner (hereinafter referred to as "Partner") with regard to the implementation of "118xy" value-added service numbers. No directory information services number will be allocated. The Specification of Services for "118xy Directory Information Services" shall constitute an integral part 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. Such changes shall be deemed approved if Partner does not object to them in writing within one month of receipt of 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 Partner is aware that a recorded price information message must be provided before the call is forwarded, and that all other obligations under the Telecommunications Act and consumer protection regulations must be fulfilled. ID is entitled to implement the recorded price information message in its own network at Partner's expense.

1.4 Items 2. – 9. below govern the billing and realisation of phone numbers in the fixed network, while Sections 12–15 govern the billing and realisation of phone 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 provider (Partner) is entitled to a provider remuneration on the basis of the following procedure for content and technical availability of the services used by the caller. This 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 the "F&I Transit" [invoicing and collection transit] distribution process. The pertinent SNO invoices the caller for the fees due by him together with the connection charge and collects the fees from the caller. For this purpose, ID provides 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 receivables"; 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. Both parties agree that ID shall not bear the risk of cancellation and bad debts. The provider remuneration collected for Partner's account shall be paid out to him pursuant to item 6 as soon as ID has effectively received said provider remuneration from the SNO. ID's only obligation is initial collection from the SNO 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 claims shall be collected exclusively by ID under the terms of the present Special Terms and Conditions. In derogation of items 9.2 and 9.3, there shall in this case be no assignment in regard to the claims back to Partner. In the event that Partner violates the present arrangement and conducts separate collection measures, Partner shall be liable for damages to ID.

3. Extra-judicial collection measures

3.1 Beyond the initial collection of receivables as described in item 2, ID shall undertake further extra-judicial collection measures as may appear to make good economic sense (hereinafter "collection"). ID shall undertake said collection itself or commission collection agencies 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 own discretion.

ID shall assume responsibility for collection only in the case of undisputed claims. ID shall have the right to reject obviously contentious or futile claims and/or to terminate the processing of such claims.

3.2 Unless otherwise agreed, the costs of the entire debt collection process shall be paid by the Partner in the amount of the conditions as agreed from time to time (e.g. for the release of the debt collection documents pursuant to Sections 9.2 and 9.3 of the present Terms and Conditions). If profit sharing has been agreed, such costs will be incurred as a result of the calculation over the overall process and the process steps for all payments received after the reversal by the subscriber network operator and which had already been initiated at the time of the reversal, without this requiring specific collection measures from callers. If and insofar as the Parties have agreed on a fixed percentage or absolute fee for billing and debt collection, the costs associated with the debt collection process shall be incurred at the time when a connection is established. 3.3 Any measures or deadlines specified 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 item 9.2. and 9.3 As claims are subjected to the collection process soon after their creation, there is 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



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destroyed. ID guarantees that the electronic copy is faithful to the original.

4. Judicial collection process

4.1 Besides the extra-judicial collection procedure, ID or collection agencies commissioned by it shall, at discretion of ID and depending on prospects for economic success, arrange for judicial collection in appropriate cases.

4.2 The cost of in-court debt collection shall be covered by the remuneration pursuant to Section 3.2, with the exclusion of Sections 9.2 and 9.3.

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

4.4 The items 4.1 – 4.3 shall also apply mutatis mutandis to post-judicial proceedings and to monitoring by ID of the claims forming the subject matter of the present agreement.

5. Assignment of accounts receivable for collection

5.1 The Parties agree on the following assignment of accounts receivable for collection upon the taking effect of the Contract for the Execution and Provision of Service Phone Numbers and the associated "118xy" Service Agreement, so that ID or the network operator whose network services ID is using can collect the claim for 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 Assignment covers all other rights and claims arising from the specified 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, and all claims for damages of Partner vis-à-vis the callers including securities put up therefor. 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 Billing shall be based on the preliminary assumption that end customer receivables have initially been fully settled. Reversals (hereinafter referred to as "cancellations") which are to be reimbursed by the Partner may be made after the hypothetically assumed receipt of money. ID shall offset such claims, as far as possible, against any ongoing hypothetical receipts of money. If payments are received after a cancellation has been made (e.g. pursuant to Section 6.2), such payments shall be credited to the Partner's account, less the costs pursuant to Section 3.2, with the next settlement, but no later than eight weeks after the payment was received (posted to ID's accounts).

6.3 If and insofar as cancellations and payments made by end customers cannot be clearly assigned to a specific Partner, ID may assign such cancellations and payments in proportion to the Partner's percentage share of the total receivable. This may be the case with partial payments, for example.

6.4. As the amount of cancellations is yet unknown at the time of contract commencement, ID shall charge a preliminary security retention amount of 20% of the gross end customer turnover in the first 3 months starting from commencement of service.

6.5 In this first three months ID shall be entitled 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 that case, or insofar as the balance of the cancellations and subsequent payments is not covered by said security retention amount or other securities, ID shall issue an invoice that will become due and payable once received by the Partner. At the end of the first 3 months, the preliminary security retention amount shall be offset against the then existing cancellations and subsequent payments. In that case, ID shall either pay

out the difference to the Partner or charge the balance to the Partner's account.

At the end of the first 3 months, ID is also entitled to, at any time, take securities in an appropriate amount if there is concrete evidence giving rise to a reasonable suspicion that cancellations will increase in the future.

6.6 If payments are received after a reversal (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). Should ID have been redebited amounts already paid out by the SNO, it shall be entitled to pass the reversal on to Partner. In this case, item 6.5 shall apply mutatis mutandis with regard to the allocation of reversals. To the extent that the open claims are not covered by the retained security amount or by other SNO payments, ID shall draw up an invoice which shall be due for payment upon receipt by Partner.

6.7 Should reversals or payments made by end customers not be clearly attributable to a particular partner, ID may allocate the incoming payment to the claims of the individual partners on the basis of their share of the total claim. This may for instance apply to instalment payments.

6.8 Furthermore, if the Contract is about to be, or has already been, terminated on whatever legal grounds, or if insolvency proceedings over the Partner's assets have been filed for, or instituted, or rejected for lack of assets, ID is entitled to claim from the Partner securities for any cancellations or reversals that may be subsequently asserted by the subscriber network operator. The amount of this collateral must be proportionate to the realistically expected losses. For Example ID can retain an appropriate amount from the credit notes 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 provide appropriate collateral in another manner.

6.9 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. As soon as it is clear that no further cancellations can be made, ID is required to promptly release any securities it may have taken.

6.10 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.



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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.

If and insofar as the Partner does not demand that the debt collection documents be surrendered (see Sections 9.2 and 9.3), the costs of processing such complaints shall be paid by the Partner in the amount specified in the price list as agreed from time to time. Unless otherwise agreed, such payment shall be covered by the amount specified in Section 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. The claim shall then be deemed cancelled. It shall 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. Write-offs shall be recorded as stipulated in item 9.2. and 9.3. In so far as Partner demands delivery of collection documents for the claims written off under the terms of item 7.3, the fee provisions in 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 The Partner shall pay ID a fee for the latter's telecommunications, billing, and initial debt collection services. If and insofar as the Parties have agreed on a profit-sharing model, ID's fee shall be the difference between the net end customer price and the provider fee agreed with the Partner. Otherwise, ID's fees shall be charged to the Partner separately. This does not affect any additional fees to which ID may be entitled according to the price list.

8.2 ID is entitled to offset its permitted fees pursuant to Section 8.1, sentence 1, as well as any cancellations, subsequent payments, the preliminary security retention amount and any other agreed fees pursuant to Section 8.1, sentence 3, against the Partner's provider fee.

9. Termination of debt collection measures

9.1 If the receivables cannot be collected within the debt collection process described in Sections 3 and 4 by the end of the monitoring process, debt collection shall be discontinued.

In the event of discontinuation of the debt collection process, the receivable shall be deemed reassigned to the Partner, who shall then accept such reassignment. If so requested, ID shall inform the Partner of the reassigned receivables, incl. all relevant information (which are: amount receivable, reason for the write-off, billing and write-off date), in the form of an electronic or, possibly, written file on a monthly basis for the previous month.

9.2 The Partner may, in any event, demand surrender of (further) debt collection documents only once per quarter, in which case the Partner must reimburse ID in advance for any costs incurred in connection with such surrender. For the purpose of simplification, such costs shall be estimated at 10% of the receivable, but no less than EUR 30 per receivable; should the Partner prove lesser costs to ID, or should ID prove higher costs, such amount shall be changed accordingly. This claim for reimbursement shall apply accordingly at any stage of the debt collection process, as of the time at which the Partner demands that ID surrender excerpts or individual documents, such as an Sectionised bill.

9.3 If and insofar as the Partner informs ID that it does not require ID to further proceed with debt collection, such debt collection shall be discontinued in accordance with Section 9.1 – regardless of the respective stage of the debt collection process. In that case, the Partner shall reimburse ID in full for any and all costs so far incurred by ID in connection with the debt collection process, including any and all dunning and collection costs, solicitor's fees, legal expenses, bailiff fees, address investigation costs, credit information costs, register enquiries, etc.

10. Obligation of Partner to offer services / Suspension

10.1 Partner is obligated to offer and provide the services advertised by him in a due and proper manner. Partner acknowledges that his entitlement to payment of 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 called upon to suspend services to Partner or to take other 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 suspension 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 Partner acknowledges the obligations arising from legal provisions, particularly from the Telecommunications Act, and those arising from the terms of allocation and utilization of the Federal Network Agency with regard to information services (available at www.bnetza.de), and assures that he will comply with the current versions of these obligations on his own responsibility. Partner shall in particular comply with statutory provisions regarding price statements and recorded price information message with regard to information services.

10.6 If statutory obligations or conditions imposed by the Federal Network Agency have not been complied with, the Agency



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may revoke unlawfully used numbers and/or order deactivation of such numbers and prohibit invoicing of hitherto uses. To the extent that Partner bears responsibility in such cases, he shall also be liable for damages vis-à-vis ID as well as vis-à-vis ID service providers if applicable.

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, or several extensions can use the services.

11.3 ID shall automatically disconnect calls to 118xy numbers after one hour. 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 Routing from mobile networks to ID shall be effected by TDG. TDG shall receive traffic from the (mobile) network operators and route it to ID in accordance with 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 together 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 as the intermediary. Partner hereby 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. The TDG "purchase price" for 118xy shall be used to determine the remuneration.

12.3 In order to achieve routing, ID has assumed numerous and extensive obligations and guarantees vis-à-vis the mobile network operators, which are also to be complied with by 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 upon first request internally release ID of any liability vis-à-vis the pertinent network operator. The parties agree that Partner does not enter into a direct service or contractual relationship with the mobile network operators on the basis of the present agreement.

12.4 Partner assures and guarantees that no connections from mobile networks will automatically – i.e. in particular without active caller request for the number of a specific subscriber – be switched to call destinations. Partner shall thereby particularly ensure that no direct connection to a call destination is possible for the end customer (caller) via the information service without prior direct and personal contact by the directory information operator. This shall also apply explicitly for call switching to value-added services or to any other connections. If Partner violates any of the above obligations, the terms of allocation of numbers for information services, or the interpretation rules or instructions regarding the terms of allocation of numbers for information services of the Federal Network Agency in their latest amended versions, he shall pay ID – to the exclusion of the plea that several infringements be treated as one continuous infringement – a contractual penalty of EUR 250,000.00 per infringement. This shall not affect further claims for damages and rights of indemnity on the part of ID. ID and the network operators shall also have the right to suspend the routing of calls and terminate the agreement for extraordinary reasons. Such suspension may also be maintained without termination of the agreement for extraordinary reasons.

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 remaining remuneration provisions of the present agreement, Partner shall not have a direct fee claim 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. Unless otherwise agreed between the parties, Partner waives invoicing and collection measures of his own vis-à-vis TDG. 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.

13.3 In the event of an increased number of complaint calls, some mobile network operators have reserved the right to charge an additional fee of EUR 70.00 per complaint. To the extent that the complaint calls have been caused by Partner's services, Partner releases ID of these costs.

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. Resolatory condition (routing of calls from mobile networks)

15.1 Arrangements regarding call routing from mobile networks (items 12 to 14) shall become ineffective if mobile network operators no longer route traffic to TDG and/or if TDG no longer routes traffic to ID within the scope of the ICP-Z.11 service of the interconnection agreement, or to the operator of the network used by ID, or if the ICP-Z.11 interconnection agreement has been terminated or otherwise ended.

15.2 The present agreement shall become ineffective for the items stated in 15.1 and for the future if the resolatory condition becomes applicable. Further rights – for example with regard to damage claims – shall not arise for Partner herefrom. ID shall have the right to invoice Partner the "shutdown fee" charged in such cases by the network operators.

15.3 If Partner is responsible for the interruption of routing, Partner shall be liable for damages and the payment of the contractual penalty under the terms of 12.4.

16. Commencement of service and duration of agreement

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

16.2 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.

16.3 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 and of product-specific provisions (e.g. outsourcing agreement) if applicable. 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.

16.4 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 col-



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lected 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 9.2 and 9.3 of the present Special Terms and Conditions for written-off claims and the pertinent conditions shall apply accordingly.

17. 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 Provisions. Any ineffective or impracticable provision shall be 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.