



GTC of next id GmbH for the Implementation of Value-Added Numbers

1. Preamble

1.1 The following terms and conditions regulate the contractual relationship established between 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 numbers (e.g. 0180, 0800, 0700, 0900, 118xy, 0137) for telecommunication-based services as defined by Section 3 no. 25 of the German Telecommunications Act [Telekommunikationsgesetz, TKG], also known as value-added services (hereinafter referred to jointly as "VAS"). Any Partner's conditions that may conflict with or diverge from these Special Terms and Conditions shall not apply, even if ID has not expressly objected to their validity. Changes in the present General Terms and Conditions will 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.

1.2 ID is a provider of telecommunications services (hereinafter referred to as "TC services") on the German market. For this purpose, it uses a telecommunications network (hereinafter referred to as "TC network") which is interconnected with the networks of other operators. ID does not operate this TC network itself: TC services offered by ID are implemented by a network operator who has concluded the necessary interconnection agreement as well as an invoicing and collection agreement with Telekom Deutschland GmbH (TDG). (These agreements will hereinafter be referred to as "ICN agreement" and "I&C agreement"). ID also offers the reachability and chargeability of services billed offline (0900, 118xy) from the TC networks of alternative fixed-network operators (hereinafter referred to as "alt. SNOs"), provided that an ICN agreement and I&C agreement have been concluded between ID and the alt. SNO. The regulatory stipulations of the Federal Network Agency do not authorize routing of this traffic unless alt. SNOs have an accounting relationship with ID. The obligation to suspend such traffic is incumbent exclusively on the alt. SNO. In so far as services of Partner are nevertheless unlawfully used by the alt. SNO, ID shall support Partner in asserting the claims vis-à-vis the alt. SNO (by providing information on calling party numbers and turnovers).

1.3. ID provides TC services and related services for Partner. These services cover in particular the implementation of VAS numbers in the ID network and the routing

processing, management and switching of TC traffic received under these numbers.

1.4 Subject to the provisions of item 1.2, the VAS are invoiced on the basis of the currently valid regulatory framework by the callers' SNO; initial collection is then effected on the basis of the ICN and I&C agreements as well as pursuant to Section 45 h of the German Telecommunications Act [Telekommunikationsgesetz, TKG]. The invoiced fee also includes the provider remuneration which Partner may receive for the service. The SNO invoices this provider remuneration to the end customer either in its own name ("online billing") or on behalf of ID or of the network operator commissioned by ID ("offline billing"). The decisive factors in this respect are the ICN agreement and I&C agreement of the network operator whose services ID is using. Because of the current regulatory framework, reachability and chargeability of VAS billed offline from subscriber networks other than that of TDG cannot be guaranteed in all cases. Partner can request a list of names of currently connected alt. SNOs by contacting ID's office in Bonn during business hours – between 8:00 a.m. and 4:30 p.m. Partner has no claim to routing of TC traffic from specific alt. SNO networks or to suspension of traffic from specific SNO networks (individual or global suspension).

1.5 Unless the contracting parties have agreed otherwise in writing, Partner wishes to offer VAS to his end customers (callers) in his own name and for his own account, using the services of ID for this purpose. In any case, Partner assumes full and exclusive responsibility vis-à-vis both the caller and ID for the content and services offered. For the end customer, ID thus only provides connectivity to the services offered by Partner.

1.6 Performance of contract is significantly influenced by the regulatory framework imposed by the Telecommunications Act and related statutory instruments (e.g. Telecommunications Numbering Ordinance [TNV], Telecommunications Surveillance Ordinance [TKÜV] etc.) as well as by the ICN and I&C agreements with TDG and decisions of the German Federal Network Agency for Electricity, Gas, Telecommunication, Post and Railway (BNetzA), of administrative courts and, if applicable, of other authorities and courts in matters relating to telecommunications. The contracting parties agree that performance of contract depends significantly on this framework. Changes may therefore necessitate contractual adjustment under Section 313 of the German Civil Code (BGB). If, on the basis of contractual agreement, the occurrence of changes also results in a unilateral right of change for ID, this unilateral right shall have priority over the above-mentioned contractual adjustment.

1.7 ID shall provide its services exclusively in accordance with the present framework,

which shall also apply to services provided by ID in connection with the subject matter of the agreement as named in this item, unless otherwise arranged. The individual services shall be determined primarily by the relevant Special Terms and Conditions or other priority agreements. Divergent terms and conditions of ID or Partner shall have no validity. The Telecommunications Act (TKG) shall apply in other respects, even though it may not be explicitly referred to.

1.8 Upon these premises, the contracting parties agree upon the following:

2. ID performance and value-added services

2.1 ID shall provide Partner with services pursuant to ID's pertinent Special Terms and Conditions. Individual agreements shall require written form unless conclusion of contract is unambiguously effected otherwise, for instance by virtue of activation. Whenever a service is activated on behalf of Partner, the Special Terms and Conditions applying to this service shall also be deemed agreed between the parties. The services provided by ID shall consist of the implementation of the agreed VAS numbers in the ID TC network pursuant to item 3. The routing of incoming traffic under these numbers shall be regulated pursuant to the detailed provisions of item 4.

2.2 In addition, ID can also invoice provider remuneration vis-à-vis network operators in its own name but on account of Partner or provide other services (coordination of services with network operators, etc.) pursuant to item 5.

2.3 Partner is entitled – by mutual agreement with ID – to determine the traffic minutes or calls expected for the following month in the individual trunks. In this case, ID is obligated to comply with the capacities thus specified. In the event that the contracting parties have not agreed any capacities within the meaning of sentence 1, ID's obligation shall be limited to handling traffic within the network capacity allocated to the customer for the agreed service. Temporary handling of higher capacities shall not give rise to any obligation or assumption that ID might continue to handle this increased capacity in future. Item 2.3 shall apply to all services agreed under the terms of the present agreement.

3. Implementation of VAS numbers

3.1 After consultation with its Partner, ID determines the numbers to be implemented in the ID TC network. These shall be either laid down in writing and/or deemed agreed by virtue of their implementation in the ID TC network or by inclusion in the ID number management program.

3.2 For additional numbers to be set up during the term of the agreement, the provisions of item 3.1 shall apply.

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3.3 Partner empowers ID to conduct all negotiations and make all statements to network operators as may be necessary to achieve performance of contract. This expressly includes any portability applications as may be necessary. ID is free to specify the TC network in this regard in so far as that this does not lead to unreasonable performance restrictions for Partner. For the duration of the present agreement, Partner shall not be entitled to port the VAS numbers forming the subject matter of the present agreement from ID's TC network to another TC network.

3.4 Partner undertakes to use the implemented numbers only under the terms of the relevant BNetzA terms of allocation and other regulatory and statutory provisions. In particular, Partner shall, on his own responsibility, comply with the obligations arising from Sections 43 a ff. and 66 a ff. of the Telecommunications Act (2012 version) or from any supervenient regulations.

4. Provision of VAS numbers

4.1 Allocation to Partner by ID of the numbers to be implemented shall constitute the subject matter of the present contractual services only to the extent that this is legally possible, expressly agreed and only if allocation has been expressly confirmed. Unless there are mandatory administrative or statutory provisions to the contrary, ID shall have the right to revoke any numbers that it has already provided and that are used only insignificantly (less than 750 minutes/month in three successive months) or not at all. ID shall inform Partner at least fourteen days in advance of any planned revocation of numbers, stating the date of the planned revocation. Partner shall have no right of reimbursement of expenses as a result of revocation, particularly with regard to advertising or possible losses of revenue.

4.2 Upon Partner's request, ID shall willingly support Partner's applications for numbers to BNetzA and apply for the numbers in Partner's name and at Partner's expense. ID shall bear no responsibility whatsoever if, irrespective of whether numbers have been provided by ID or by the customer, their use is not permissible for regulatory reasons, particularly under the terms of allocation, and/or forbidden by BNetzA.

5. Routing of traffic

5.1 The TC services provided by ID shall cover the routing of incoming traffic for Partner from the TDG fixed-line network under the agreed VAS numbers. This shall comprise establishment of connection via the signal channel and switching and holding of the bearer channel ("connection") to numbers in the TDG network or other networks with which the ID TC network is connected. Connections to and from numbers of other providers of TC services or to

and from mobile telephone numbers shall be possible only in so far as this has been separately agreed with the operators of other telephone or cellular networks and between the contracting parties.

5.2 Incoming calls to the VAS numbers shall be routed automatically to the destinations laid down in writing with Partner (e.g. audiotex platform, call center, etc.). No written arrangement is required if online routing configuration by Partner has been agreed. By stating his routing requirements, Partner declares bindingly that he is entitled to have the relevant traffic transferred to the destinations specified by him and that the owner of the numbers agrees to their use. Partner is obligated to notify ID without delay of any change to the specified destinations, any changes of his network operator or of termination of his number.

5.3 The online statistics and online routing options must be applied for in writing within the scope of the conditions of use.

5.4 The availability of the ID network is determined on the basis of ITU recommendation M.1016; it covers all subsystems relevant to the network's overall availability, including POIs, switches, backbone connections. The period of observation for availability is one calendar year, i.e. average availability is calculated over a period of one calendar year. Downtimes of partial systems due to scheduled measures, in so far as such downtimes have been agreed between the contracting parties, and downtimes resulting from failure to render services on the part of parties outside ID's area of responsibility are not taken into account. Availability is calculated as follows: $\text{system availability} = [1 - (\text{downtime minutes} / \text{total minutes})] * 100\%$. A 98.75% minimum system availability per year is promised. The ID network does not use voice compression.

5.5 Whenever scheduled maintenance work is necessary, a service window shall be set up for the time between 3:00 a.m. and 9:00 a.m. Operations may be disrupted during the service window.

5.6 ID shall interrupt traffic routing within three hours of Partner's written request for it to do so providing said request is received by 3:00 p.m. on a business day. The written form requirement shall be deemed complied with if a faxed written request has been received by this time (fax no. 0228-9697 2999). ID may request telephone confirmation.

5.7 Further details of quality of service may be specified by ID on the basis of technical requirements and within the scope of what is equitable under the terms of Section 315 of the German Civil Code.

6. Invoicing and collection of provider remuneration

6.1 In terms of economic result, Partner shall, based on the pertinent agreement, receive a provider remuneration for the performance of the value-added service (e.g. VAS involving 0900, 118xy and 0137 numbers).

6.2 Unless otherwise arranged with overriding priority, the following shall apply for services invoiced in the online billing system (at present 0180, 0137 and 0700 services, for instance): ID or the network operator commissioned by ID shall collect the VAS remuneration (provider remuneration) from the end customer's SNO in its own name but on behalf of Partner and on Partner's account. In turn, the SNO shall invoice the end customer for the service (so-called intermediate products arrangement). In awareness of the circumstances, Partner agrees to collection of the provider remuneration by ID in this manner, in its own name but on Partner's account, from the SNO (commission). Services being invoiced in the offline billing system (at present fixed-line routing to 118xy numbers and 0900 numbers, for instance) shall require separate and modified arrangements.

6.3 ID shall pay out to Partner the provider remuneration due to him for the performance of his services in so far as ID has received or collected said remuneration from the pertinent SNO in a legally effective manner. ID is not obligated to effect any further collection measures. In the course of invoicing, ID shall be entitled to offset the provider remuneration being paid out to Partner with the connection fee or other fees due to ID. The per-minute payment amounts stated in the price list are the calculatory result of offsetting the carrier remuneration and the remuneration for invoicing and initial collection. The parties agree that ID shall bear no collection or default risk.

6.4 Additional details shall be governed by the Special Terms and Conditions applying to the individual trunks. In cases of doubt, or if there are inconsistencies, the Special Terms and Conditions shall prevail over the present General Terms and Conditions.

7. Fees due to ID

7.1 Unless a special price list has been agreed for a particular service, ID shall receive from Partner a fee based on the general ID price list for the services rendered under the terms of the present agreement. The price list applies to all possible services that can be agreed. The naming of individual services in the price list does therefore not constitute evidence that these services have actually been rendered.

7.2 As a rule, the fee payable to ID shall be offset against the remuneration due to the provider. The payment amount result-



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ing from this offsetting process may also be arithmetically stated in the price list. This arithmetical payment amount takes into account only the offsetting of provider remuneration with carrier and invoicing/collection fees due to ID; it presumes that provider remuneration can be collected from the network operators in full and with legal effect.

7.3 ID's fee claim vis-à-vis Partner, and more particularly ID's claim to payment of the carrier remuneration, remains unchanged irrespective of the continuance of Partner's claim vis-à-vis end customers. This also applies to cases involving illegal content.

8. General billing and payment conditions

8.1 Unless otherwise agreed in the annexes or otherwise in writing, ID shall draw up statements of account in the offline billing system six weeks, in the online billing system four weeks after the end of each accounting month (calendar month), at the earliest however after payment has been received from the SNOs. 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 by SNOs and retroactive adjustments of any claim fee ("TDG price") into consideration in subsequent statements of account. ID is entitled to retain appropriate security amounts to cover reversals and retroactive adjustments.

8.2 ID's claims shall be due for payment upon receipt of invoice. Partner shall be deemed automatically in default if payment is not effected within 10 business days of receipt of invoice.

8.3 Partner may claim set-off vis-à-vis ID or exercise a right of retention only with regard to undisputed or non-appealable claims.

8.4 Claims may be assigned only with the approval of ID.

8.5 In the event of amendments in regulatory or political circumstances or changes in any other conditions relevant to costs, ID shall be entitled, within the scope of legal stipulations, to adjust its future prices to the changed costs. This shall apply in particular to changes in the prices of interconnection services – so-called O and Z services – of TDG.

Partner specifically acknowledges that ID prices and terms are based on end-customer prices or on current prices for individual trunks as charged by SNOs – above all Deutsche Telekom AG – according to their General Terms and Conditions. The payment amount pursuant to item 6 is

based on these end-customer prices as per General Terms and Conditions. If the underlying figures change, particularly end-customer prices as per General Terms and Conditions or the amount of the statutory value-added tax, ID shall be entitled to adjust the provider remuneration due to Partner at its equitably exercised discretion and within the meaning of Section 315 of the German Civil Code. When in doubt, the remuneration due to ID shall remain unchanged.

8.6 Unless the present agreement is being terminated, ID shall have the right not to pay out credit amounts until they have accumulated to a total of € 100.00. Smaller amounts shall be added up in subsequent statements of account and paid out when this minimum amount is reached.

9. Responsibility and content of value-added services

9.1 Partner shall bear sole responsibility for the content of the VAS offered. Partner assures that the services are being offered legally and that they do not infringe any rights of third parties. Partner assures in particular that the information and services offered by him do not violate copyrights, ancillary copyrights or other rights of third parties, that he has complied with his obligations under the Telecommunications Act and pertinent statutory instruments, and that the services marketed by him comply with competition laws.

9.2 In addition, the content of the VAS must comply with the provisions of the present agreement and with the stipulations of BNetzA as published in the Official Gazette. Partner hereby acknowledges the content of the FST provisions as binding. The most recent version of the FST code of conduct can be read at "www.fst-ev.org" or requested from ID. Partner shall keep informed of changes in the FST code of conduct on a regular basis, at least once a month.

9.3 Should third parties claim damages against ID as a result of the services offered by Partner or because of an infringement of Partner's obligations regarding acts or failures to act as may arise from the present agreement, Partner shall, upon first request, internally release ID from such claims and without delay provide ID with all the information which may appear necessary for its legal defence. Partner shall, to the best of his ability, support ID's defence and upon request grant ID security for further predictable claims that might potentially arise as a result of recourse to ID (e.g. court costs, similar third-party claims in comparable cases, etc.). Third-party claims and any claims for damages shall thus be passed on directly to Partner. ID may pass on any request regarding the services or their advertising that may appear justified to Partner and give the requesting party Part-

ner's contact details. These arrangements shall continue to apply following expiry of the present agreement in so far as they concern third-party claims being asserted because of services rendered during the term of the agreement or closely related thereto.

9.4 Partner is entitled to use ID trademarks or other industrial property rights only with the written consent of ID management, unless this is otherwise expressly permitted to him.

9.5 In the event of inquiries or surveys showing justified interest, ID shall have the right to pass on Partner's identity and address to the inquiring party and to refer inquiries directly to Partner. Upon first demand, Partner shall also provide ID and/or the end customer with information on the content of the services offered by him. ID is entitled to pass on this information as pertinent.

9.6 Partner shall without delay give ID his tax number, company address, registered office or invoicing address, bank connection and legal form. He shall also notify ID of any changes in this information. ID must be informed without delay if BNetzA revokes the numbers allocated to Partner or expresses objections with regard to the numbers used by Partner. Partner shall also provide ID – without delay and of his own accord – with all the necessary information regarding use and users of the numbers and/or of his services, so that ID can fulfil its notification obligations vis-à-vis the Federal Network Agency (cf. in particular Section 66 h of the Telecommunications Act). Statutory fines due to delays in notification shall be paid by Partner.

9.7

Unless the telecommunications operator has the right to set prices for the pertinent service, Partner may not charge or communicate end-customer prices for numbers other than those agreed or coordinated with ID.

9.8 Furthermore, Partner shall take all reasonable measures to ensure that defects and damages and their causes are recognized. Partner shall provide ID with timely information regarding foreseeable significant increases in traffic volume and generate traffic only within the scope of the traffic volume as defined in item 2.3. Partner is also obligated to notify ID without delay of any suspicious uses of the services.

9.9 Unless otherwise clear from the content of an individual service, services offered by Partner must be available 98.75% of the year. Incoming calls may only be accepted if the service concerned is being provided in a due and proper manner.

9.10 In the event of a violation by Partner of one of the obligations listed hereinabove, ID shall, irrespective of further

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rights, be entitled to suspend the services and/or to extraordinary termination of the Agreement for the Performance of Value-Added Services, assuming that these measures are not out of proportion to the violation and that contractual circumstances cannot be otherwise re-established in the short term.

10. Cautionary remarks pursuant to Section 45 o of the Telecommunications Act and suspension of numbers

10.1 The sending and transmitting of information, content or other activities in connection with the services forming the subject matter of the present agreement is prohibited by law under certain circumstances. If ID has reliable information that one of the numbers in its TC network is being used in violation of sentence 1, ID shall be under obligation to take immediate and appropriate measures to prevent any repetition of said violation. In the event of repeated or serious violations of statutory prohibitions and following a fruitless warning setting a short deadline, ID shall be obligated to suspend the number.

10.2 ID is also entitled to suspend the use of VAS numbers immediately if there is sufficient indication that they have been used in violation of the provisions of item 10.1 following a fruitless reminder or in the event of a serious infringement. Sufficient indication shall be deemed to exist in particular if there have been repeated complaints with regard to a number or other facts pointing to an apparent violation of the "Kodex Deutschland Telekommunikation und Medien" of DVTM e.V. [Deutscher Verband für Telekommunikation und Medien, the German association for telecommunications and media] and/or applicable law such as sending unsolicited advertising by fax, SMS or e-mail or using diallers in violation of the price notification law. If use of a VAS number is suspended due to the existence of the above conditions, Partner shall have no claims for damages against ID unless an unjustified suspension can be blamed on gross negligence or intent. This exclusion of liability shall also apply to the personal liability of the employees and other personnel, representative bodies, agents and vicarious agents of ID.

10.3 In the event that ID is obligated by a court and/or on the basis of a law to suspend services or numbers, ID shall comply with said obligation without any rights of Partner vis-à-vis ID 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. In so far as Partner's services may be affected by a court judgment, an official order or a law amendment, the legal consequences of such action shall also apply directly to Partner. In particular, sentence 1 shall apply if ID terminates a service or is obli-

gated to suspend service to a number pursuant to Section 45 o or Section 67 of the Telecommunications Act.

11. Force majeure

11.1 ID is hereby released from its obligations in cases of force majeure. Force majeure shall be defined as all unpredictable events and events for the effects of which on performance of contract neither party is responsible.

11.2 Such events shall comprise in particular industrial action – including strikes in third-party companies –, power cuts, administrative measures and disruptions in the cable network.

12. Reservation of right of modification

12.1 Performance of contract is significantly influenced by the statutory and regulatory framework imposed by the Telecommunications Act and related statutory instruments as well as by the ICN and I&C agreements with TDG and pertinent decisions of the German Federal Network Agency for Electricity, Gas, Telecommunication, Post and Railway (BNetzA) and of administrative courts and, if applicable, of other authorities and courts. The contracting parties agree that performance of contract depends on these general conditions to a significant extent.

12.2 In the event of changes in the general conditions, ID shall therefore be entitled to adjust services at its own discretion pursuant to Section 315 of the German Civil Code, as long as this is reasonable under the circumstances. If, as a result of a change, performance of a service becomes economically or technically significantly more difficult for ID, and if adjusting the agreement does not lead to appropriate and reasonable results, ID shall have a right of termination for extraordinary grounds. No further claims of Partner shall arise from this termination.

12.3 ID must give written notification of changes at least three weeks in advance. Notice of extraordinary termination requires a statutory period of notice of two weeks.

13. Fault clearance and warranty

13.1 ID shall, within the scope of its technical and operational facilities, ensure immediate fault clearance in the network operation. If Partner is responsible for the fault or has reported a fault which does not exist, ID shall be entitled to invoice Partner for the costs incurred in fault detection and correction or clearance.

13.2 ID guarantees the performance of its services on the basis of the recognized and usual state of the art and in compliance with all applicable safety regulations for the due and proper operation of a TC network. Claims to reduction in price and

rehabitory claims shall be excluded providing ID has corrected the fault within the business day following the fault report. Other claims for delay, in particular rescission, shall be excluded unless ID has acted with intent or gross negligence, or the deadline or quality had not been warranted.

13.3 Partner is aware that ID services may be subject to the provision of connectivity by SNOs and/or other third parties. ID therefore gives no warranty for the continuous availability of said TC networks and transmission channels and thus for the performance of its services at any given time. This notwithstanding, ID assigns its warranty claims against third parties in this respect to Partner, pro-rated to the total claim. Partner accepts said assignment.

14. Liability

14.1 In the event of Partner's own customers asserting claims against Partner for economic loss on the basis of TC services provided by ID and of ID being internally responsible for said claims, ID's liability shall be limited to a maximum amount of € 12,500 per occurrence of damage and per third-party customer. Liability vis-à-vis the totality of Partner's customers (callers) shall be limited to € 10 million per damage-causing event. If amounts to be paid to several Partners on the basis of the same damage-causing event exceed this maximum amount, compensation shall be reduced in the proportion of the sum total of all claims to the maximum amount. This limitation of liability shall be cancelled if the damage has been caused intentionally. ID's liability for all other cases of economic loss shall be limited to € 12,500 per occurrence of damage.

14.2 For other damages (e.g. property damage or economic loss not related to TC services and their use by third parties) ID shall be liable for itself and its vicarious agents, for whatever legal ground, only if a major contractual obligation (so-called cardinal obligation) has been culpably violated in a manner endangering the purpose of the present agreement, or if the damage can be attributed to gross negligence or intent. If the culpable violation of a cardinal obligation was not the result of negligence or intent, the amount of liability shall be limited to damages typical for contractual agreements and reasonably foreseeable at the time of conclusion of the present agreement. A maximum amount of € 12,500 shall be assumed as the value of a foreseeable damage.

14.3 This shall not affect ID's liability for warranted quality or personal injury or ID's liability under the Product Liability Act.

14.4 In so far as ID's liability is effectively excluded or restricted, this shall also apply to the personal liability of the employees and other personnel, representative bodies, agents and vicarious agents of ID.



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14.5 ID shall bear no liability for Partner's damages from unplanned increases in traffic volume, e.g. as a result of an extensive, unannounced advertising campaign. In this respect, Partner also undertakes to internally release ID from third-party claims for damages.

15. Data protection and secrecy of telecommunications

15.1 In its activities as a provider of TC services, ID complies with the provisions of the Telecommunications Act on data protection and secrecy of telecommunications.

15.2 Partner also undertakes to respect these provisions, to inform his employees accordingly and oblige them to do the same.

16. Duration and termination of the present agreement, amendments thereto

16.1 Unless otherwise agreed, the contractual relationship shall come into being as soon as the offer signed by the contracting parties has been confirmed in writing by mr. next id, at the latest however through activation of the first service forming the subject matter of the agreement. Partner shall be bound to orders given in writing for a period of one month.

16.2 The agreement shall continue to be valid indefinitely subject to a period of notice of three months to the end of the third month, unless explicitly stipulated otherwise in the offer or individually. This shall not affect the right of termination for extraordinary reasons. If only individual services are terminated, the Agreement for the Performance of Value-Added Services shall remain in force and the other agreed services shall continue. Any termination must be made in writing.

16.3 In particular, termination for extraordinary reasons shall be permissible (1.) if insolvency proceedings into Partner's assets are applied for, opened or refused for lack of assets, (2.) if Partner repeatedly violates essential obligations arising from the present agreement or (3.) if the prerequisites of item 9.10 are fulfilled.

16.4 Because of the great number of pending actions and proceedings relating to the liberalization of the German and European TC market, the present agreement shall be subject to a reservation of right of modification on the part of ID pursuant to items 12 and 8.5.

16.5 Portability of numbers falling within the scope of the present agreement shall be excluded for the duration of the agreement.

17. Confidentiality obligation

17.1 The contracting parties undertake to maintain confidentiality. This confidentiality obligation shall apply to all information

regarding the other contracting party and its participating companies as well as their existing and potential contracting partners. The contracting parties are obligated to ensure that third parties do not gain knowledge of business secrets. In particular, confidential information and business secrets shall consist of technical, commercial or other processes and business methods of the other contracting party and its companies. Content and conditions of the present agreement shall also fall within the scope of the confidentiality obligation.

17.2 This obligation shall cover all information and content irrespective of whether such information or content has been expressly defined as confidential or secret, unless such information or content is generally known or the contracting party concerned is obligated to disclose it by official directive or legal order, or unless express, prior written approval regarding disclosure to third parties has been given by the other contracting party. Confidentiality must also be maintained after expiry of the present agreement.

18. Miscellaneous provisions

18.1 The contracting parties may not transfer the present agreement or the rights and obligations arising therefrom to third parties without prior written approval of the other contracting party. ID is entitled to transfer the present agreement to affiliated companies (cf. Section 15 ff. of the German Stock Corporation Act) even if it has not been given express approval to do so.

18.2 ID is entitled to set off claims of Partner vis-à-vis ID with claims of mr. net group GmbH & Co. KG or of companies associated with it within the meaning of Sections 15 ff. of the German Stock Corporation Act vis-à-vis Partner. Partner shall have the right to request and receive information regarding pertinent associated status at any time.

18.3 Should individual provisions of the present Terms and Conditions, of the Specifications of Services, of the Special Terms and Conditions 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.

18.4 There are no oral collateral agreements to the present agreement, as collateral agreements also require written form. Amendments or supplements to the present General Terms and Conditions, to the

Special Terms and Conditions, to the individual Specifications of Services or to other agreements already concluded or to be concluded in future must be drawn up in writing by persons authorized to do so and annexed to the number application and/or to the Agreement for the Performance of Value-Added Services.

18.5 The contractual relationship shall be governed by German law as it applies between nationals of Germany. The UN Convention on Contracts for the International Sale of Goods is excluded. Providing Partner is a merchant or a legal person under public law or has no general place of jurisdiction in Germany, place of jurisdiction shall be Bonn. This shall not affect any exclusive place of jurisdiction.