

## GTC for the use of foreign value-added service numbers

### 1. Subject matter of the agreement

1.1. Under the terms of the present agreement, next id GmbH (hereinafter referred to as "ID") shall provide foreign numbers to Partner, either directly or through companies cooperating with ID. This includes geographic numbers, premium-rate numbers, shared-cost numbers, "freephone" numbers and mass calling services (hereinafter referred to jointly as "service numbers") in foreign countries, whereby separate conditions shall apply to each country in addition to the General Terms and Conditions. Both the countries as well as the individual trunks and service numbers must be applied for separately in all cases. The service numbers used under the terms of the present agreement shall be numbers applied for to ID by Partner and set up abroad by ID on behalf of Partner through the service of a cooperating company. In the individual countries, companies cooperating with ID in turn use the services of one or several network operators or service providers who then set up the service numbers on behalf of ID. ID may choose its cooperating companies at its discretion. Because of this reselling arrangement, ID has no direct influence on the routing services of the subscriber network operators (mobile and/or landline) in the individual countries. The decisive factor in this respect is the interconnection agreement and the invoicing and collection agreement with the network operator whose services ID is using through its wholesale partner. The availability and chargeability of services involving value-added service numbers from foreign subscriber networks can therefore not always be guaranteed, also in view of the current regulatory framework in place in the individual countries. For this reason, customers have no claim to traffic from specific alternative SNO networks being routed or to traffic from specific SNO networks being suspended (individual or full suspension). At Partner's request, ID shall obtain the name of the currently connected SNO from its wholesale partner. One such request for information shall be permissible per quarter.

ID shall provide telecommunications services for use by the contractual Partner's end customers through its cooperating companies and within the scope of its technical and operational means. ID's services shall include the provision and brokering of service numbers coordinated in writing as well as possible additional service numbers, as well as establishing connections via the signaling channel and the switching and holding of the service channel (hereinafter: "connection"), and, if applicable, provision of connectivity to a destination outside or within the ID telecommunications network. Incoming calls to the service numbers shall be routed automatically to an IVR platform, to Partner's call center, or to other destinations specified in writing with adequate advance notice by Partner in accordance with a routing plan determined by Partner.

1.2. The subject matter of the present agreement is defined by the present General Terms and Conditions (GTC) as well as by the General Terms and Conditions for foreign numbers with or without disbursement (Special Terms NwD and wD) and by the country-specific terms and conditions that are generally included with the offer, whereby in the case of contradictions the country-specific terms and conditions shall have priority over the Special Terms NwD / Special Terms wD and the latter shall have priority over the General Terms and Conditions. The prices shall be determined on the basis of ID's current final terms or current price list. The parties agree that applicable country-specific terms shall be stipulated in English.

1.3. ID does not dispose over the full range of service numbers in every country. In cases in which separate country-specific agreements have been reached, such agreements shall be deemed neither an indication of ID's capability nor an obligation for ID to provide any conceivable service number via its cooperating companies.

1.4. Partner may contact ID to inquire about the current status of active service numbers at any time during regular business hours (9 am - 6 pm).

1.5. For the term of the agreement ID shall temporarily provide Partner with service numbers to be agreed in writing in each case. As the service numbers are being provided to Partner via a reselling arrangement involving one or more cooperating companies of ID, they therefore cannot be ported. Section 23 of the Austrian Telecommunications Act shall not apply directly or mutatis mutandis to the use of foreign value-added service numbers. Partner may not register a service number as a trade mark.

ID and its cooperation partners are entitled to change services numbers allocated to Partner at any time or to discontinue them completely and/or to interrupt any connections if legal grounds or administrative orders make this necessary.

### 2. Obligations of Partner

2.1. Partner undertakes to advertise or publicize the services. This shall include publicizing the appropriate numbers for the services. Partner shall bear full responsibility and liability for the content, implementation and advertising conception of his services and shall bear all associated costs. He shall in this respect avoid creating any diverging impression when offering his services. Partner undertakes to comply with relevant national laws pertaining to such advertising and independently and regularly obtain information on the circumstances and legal situation in the relevant countries.

2.2. Partner must inform ID of any changes to his company name, headquarters location, billing address, bank details or legal form without delay. This provision shall continue to apply even after the

## GTC for the use of foreign value-added service numbers

present agreement has been terminated and until the business relationship has been completely wound up.

2.3. Partner undertakes to use the services only in compliance with applicable statutory provisions, and not to use them fraudulently or to engage in any illegal activities. Partner shall bear full responsibility for ensuring that the services of ID are used only within the scope of what is legally permissible and in compliance with all statutory provisions and official regulations applying to the numbers both in the Federal Republic of Germany and in the relevant foreign countries as well as in compliance with the pertinent national codes of conduct for the implementation of the foreign numbers forming the subject matter of the present agreement. Use of a simulated dial tone is not permissible.

For verification purposes, Partner shall on first request provide ID with all the necessary information and records regarding any service of Partner that is or was reachable via a service number supplied under the present agreement. The same shall apply to any services planned by Partner for the future. ID is entitled but not obliged to review such information and records for the purpose of verifying their legality. In the event of suspicion of improper use of a service number by Partner, ID and its cooperation partners shall have the right to carry out an internal investigation. Partner is obliged to support this investigation actively and to provide any data or information requested by ID without delay. ID and its cooperation partners may also impose the costs of the internal investigation on Partner. ID's cooperation partners reserve the right to file a complaint against responsible parties if such investigation should reveal that there are reasons to believe that criminal provisions may have been violated. For the duration of the investigation, ID and its cooperation partners may block service numbers allocated to Partner and/or suspend Partner's access to their technical facilities. Partner shall have no claims for damages arising from these measures. Partner's obligation to pay user fees as due shall remain unaffected.

2.4. Partner may not provide services offering illegal, immoral or otherwise unconscionable content, or provide information on services offering such content. This applies particularly to content which serves to incite racial hatred within the meaning of Section 283 of the Criminal Code [Strafgesetzbuch, StGB], content glorifying or trivializing violence, sexually offensive content, pornography within the meaning of Section 207 of the Criminal Code, content glorifying war or likely to cause serious moral harm to minors or threaten their welfare or damage the reputation of ID.

2.5. Partner must implement all reasonable measures to permit defects or damage and their causes to be determined. Partner shall inform ID of impending major increases in traffic in a timely manner. Partner also undertakes to inform ID of any conspicuous uses of the service without delay. Partner shall in any case

notify ID in writing at least three weeks in advance if he expects a service number supplied under the present agreement to generate a volume of traffic of more than 50,000 minutes, 25,000 calls or – if so agreed – 50,000 text messages in the following month. ID and its cooperation partners are entitled to allocate a special service number for such service.

In case of significant increases in traffic (by 15% or more over the levels of the two preceding months) without warning, ID shall no longer be bound by the terms of availability and service level stated in the present agreement. In this case, ID shall particularly not be liable for any cases where calls or – if so agreed – text message requests cannot be transmitted to Partner's terminal equipment or to other service providers connected with Customer. Furthermore, Partner shall indemnify ID and its cooperation partners for any and all direct or indirect losses and damages arising from such non-compliance.

2.6. If the service numbers are routed to Partner's destination numbers, Partner is obligated to report to ID any changes to the stored destination numbers or connection network operator or any termination of his access, in order to ensure that the connections are preserved and to prevent abuse. The destination numbers given by Partner may not be fee-based service numbers of any kind. Partner assures that the holder of the numbers consents to their use by Partner. Partner must name the holder of the destination number when applying for the service numbers.

Partner shall ensure that the terminal equipment which calls are forwarded to is in working order and reachable at the times stated in the advertising. At least 50 percent of incoming calls must be accepted at the destination numbers. If this minimum is not reached, ID or its cooperation partners may limit the number of simultaneous call attempts and/or connect incoming calls to a standardized announcement.

2.7. Partner warrants that the information and services offered by him at the service numbers supplied under the present agreement are not subject to copyright, ancillary copyright or other rights of third parties, that they do not infringe any rights of third parties and that he is entitled to offer them in the pertinent market. Specifically, such rights shall be deemed to include patents, trademarks, copyrights or other industrial property rights of third parties. This warranty of Partner shall also cover specific references to third-party content within the scope of his services, e.g. through hyperlinks. Partner guarantees in particular that contractual use of his services by end customers does not give rise to claims by copyright watchdog organizations, publishing houses or authors. The costs of obtaining authorizations and/or for copyright fees and for the acquisition of any necessary rights and/or licences shall be borne by Partner alone.

## GTC for the use of foreign value-added service numbers

2.8. Partner undertakes without exception to release ID or its cooperation partners on first demand from any and all claims of third parties involving the content of the services offered by Partner or his contracting partners or resulting from any infringement of other obligations of Partner. Claims by third parties, any claims for damages and the associated costs for a necessary defense or prosecution shall be passed directly to Partner, regardless of their legal appraisal. ID may refer any query about the services or advertising in this regard to Partner and provide the party making the query with Partner's contact information. These provisions shall remain in effect after termination of the present agreement. In this context, Partner shall also be responsible and liable without restriction for actions or omissions of its vicarious agents, subcontractors, employees or sub-customers.

2.9. Partner shall apply in writing to ID for activation or service modification for each application and/or service; for this purpose Partner shall provide ID with a detailed and truthful description of the services. In particular, this information must include service content, end-customer fee and party responsible for providing of the service. The service number provided by ID may not be used until ID has given its written approval for the service as described. However, this authorization does not mean that ID or its cooperation partners assume any shared responsibility for Customer's service. ID may refuse to activate services, but will provide a written explanation of the reasons, giving Partner the opportunity to make appropriate changes to the service.

Partner shall use the service numbers provided by ID only for the contractually agreed purposes. Any use of the service numbers diverging from the description approved by ID shall constitute misuse on the part of Partner. If Partner wishes to modify the purpose of an already operating service number, he shall inform ID in writing at least ten business days in advance by submitting a new description of service including a complete presentation of the intended modification. In order to be effective, any such modification shall require ID's written consent.

2.10. Partner undertakes not to use the service numbers provided under the present agreement for unsolicited advertising to private persons nor for pirating measures, in particular those that violate basic principles of competition law. When using the service numbers, Partner shall observe relevant laws against unfair competition and regulations pertaining to distance contracts.

2.11. If Partner has applied for service numbers from more than five different countries to be implemented through a cooperation partner of ID, the cooperation partners shall have the right to impose a minimum turnover or charge an increased fee for the set-up or use of the service numbers; in this case, ID shall pass this fee on to Partner.

2.12. With the exception of control calls to verify access to his service via the service numbers supplied under the present agreement, which Customer shall be entitled to make at appropriate intervals, Partner may not make calls to the service numbers himself nor have them made by third parties.

2.13. Partner guarantees that he has his registered office or at least a branch in a contracting state of the Lugano Convention.

2.14. Partner is obliged to impose all the obligations listed above and hereinafter to any sub-provider or sub-customer and to monitor and ensure their compliance.

### 3. Special legal and regulatory terms abroad

In addition to applicable statutory provisions, ordinances and official requirements, Customer is also obliged, for the number ranges used and/or services offered, to comply with all applicable codes of conduct applying to the country from which the numbers provided are reachable. As the party offering the value-added services, Customer alone is responsible for their content, implementation and advertising. Customer shall provide ID – in compliance with ID's stated conditions – with a timely and detailed written description of the intended value-added services, in particular stating charges, content and offering party, also specifying the media in which advertising for the value-added service is planned. The ID services concerned may not be used until written confirmation of this description has been received from ID. Similarly, no changes in the value-added service are permissible until after confirmation of the amended description. Approval by ID thereby does not constitute lasting approval of the value-added service concerned. Any use of the service number diverging from the authorized description shall constitute misuse on the part of Customer.

Customer undertakes not to misuse the services provided by ID, in particular to refrain from offering or in any other manner providing any unlawful (e.g. unethical, criminally punishable or otherwise illegal) content and from advertising the content being offered in an unlawful manner. Customer shall also ensure that neither users nor potential users of the added services receive unsolicited advertising or calls. Customer warrants that the information and value-added services offered by him are not subject to copyright, ancillary copyright or other rights of third parties, and that he or the providers of the content are allowed to offer them in the pertinent market.

### 4. Scheduling and allotted time periods

4.1. Agreed time periods and dates may be subject to reasonable rescheduling in case of temporary, unforeseen obstacles to performance for which ID is not responsible. Dates and provision deadlines may only be deemed binding if confirmed in writing by ID. The deadlines specified by ID and its cooperation

## GTC for the use of foreign value-added service numbers

partners for the provision of Partner's service number are to be understood as not including any administrative delays caused by any necessary official registration or allocation of number.

4.2. Without prejudice to any rights of ID, delays by Partner may result in provision periods being lengthened by at least the time in which Partner has not fulfilled his obligations vis-à-vis ID.

4.3. If ID falls behind schedule in its contractual obligations, Partner shall have the right to withdraw from the present agreement only if ID does not observe a reasonable grace period granted by Partner.

### 5. Accounting of services

5.1. Partner undertakes to pay invoiced amounts based on the current price list for the relevant service. ID shall draw up a monthly invoice of connection fees due by Partner on the basis of the call data records (CDR) in ID's systems or, if traffic was not routed via the ID network, on the basis of the data provided to ID by the pertinent carrier. Customer's payment obligation also covers costs resulting from unauthorized direct dialing of his destination number, unless ID or its cooperation partners are demonstrably responsible for the fraudulent utilization of the destination number.

ID may adapt the terms of the price list, the contents of the present General Terms and Conditions, and the country-specific terms for the contractual products to changes in framework circumstances at its equitably exercised discretion pursuant to Section 315 of the German Civil Code [Bürgerliches Gesetzbuch, BGB]. A notice period of one month must be observed. If such adjustments result in disadvantages for Partner, he shall have the right to terminate the present agreement as of the time at which the new terms come into effect. Partner must exercise this right to termination within one month of receiving the announcement of the changes.

5.2. ID's monthly maintenance costs shall be invoiced on a monthly basis, also in cases in which the contractual relationship begins or ends during the course of a month. When invoicing services by the hour, ID shall invoice started hours in full. To the extent that it is available to ID, the invoicing of traffic minutes shall be based on connection data provided to ID by the cooperating company; otherwise, invoicing shall be based on the invoices of the cooperating company.

5.3. Objections to remuneration statements must be submitted to ID in writing. Invoices and credits from ID shall be deemed approved by Partner if an objection has not been submitted within four weeks of receipt. Posting the objection within the four-week period shall be considered sufficient for observing the objection deadline.

5.4. ID shall have the right to offset credits with fees due to it or reversals.

5.5. Offsetting by Partner shall be permissible only with undisputed or legally established claims. The same applies to the exercise of rights of retention. The assignment of claims shall be subject to approval by ID.

5.6. All invoices issued by ID shall be payable immediately upon receipt. Amounts due shall be transferred to the ID account stated on the invoice. Partner shall automatically be deemed in arrears on the tenth day after receiving the invoice. Interest on arrears shall be calculated according to Section 352 of the Commercial Code [Unternehmensgesetzbuch, UGB] at a rate 5% above the valid base lending rate if Partner is a consumer, or 8% above if Partner is not acting as a consumer.

5.7. ID and its cooperation partners may demand reasonable advance payments from Partner for costs arising from the present agreement, or request a direct debit authorization for an account of Partner or the submission of a guarantee from a solvent bank having its registered office in the European Union. If Partner grants a direct debit authorization, ID shall charge Partner a lump sum of EUR 20 for every return debit.

### 6. Optional purchase of open claims

6.1. Under the terms of the present agreement, ID has assumed the task of collecting Partner's claims from end customers in Partner's name and on Partner's account indirectly through its wholesale partners. The parties additionally agree to ID's optional purchase of claims that remain open after 360 days despite having been subjected to the collection process. After purchasing such claims, ID will be able to dispose over them in its own name and on its own account.

6.2. If claims cannot be collected within 360 days, ID shall have the right to purchase said claims that are older than 360 days from Partner. The date on which the claim arises shall be decisive. For this purpose, the service provider hereby irrevocably assigns all due claims arising from the present agreement to ID in advance subject to payment to ID of the remuneration stated in 6.8. If ID exercises the purchase option, it shall purchase all of Partner's claims against value-added service customers that are due and older than 360 days. ID shall have the right to exercise the purchase option once at the start of each quarter. The purchase option shall expire four years after the termination of the present agreement.

6.3. To purchase a claim, ID must rebook the claim as its own.

6.4. By rebooking the claim, ID offers to buy Partner's claim against the value-added service customer. Within the scope of the term of the present



## GTC for the use of foreign value-added service numbers

agreement, Partner already now irrevocably agrees to said purchase and assigns the claim to ID. ID's purchase offers shall be made by informing Partner of the rebooking or by showing a credit to the amount of the purchase price on Partner's settlement account. ID shall accept the assignment as final in this case.

6.5. Partner undertakes to inform ID without delay of circumstances that would prevent the assignment of claims such as a blanket assignment or prohibition of assignment.

6.6. With regard to VAT, Partner shall handle his payment claim against ID as if the value-added service was provided to ID, with ID owing payment for said service. The service provider shall invoice ID for the owed net remuneration plus VAT.

6.7. Insofar as ID does not have it already, Partner shall provide ID with the full range of information needed to issue the value-added service customer an accurate invoice – especially with regard to VAT – for the services rendered by Partner.

6.8. The price for a claim purchased by ID shall be 5% of the original gross value of the unsettled claim vis-à-vis the end customer at the time of the purchase.

6.9. The purchase price shall become due six weeks after the end of the calendar month in which ID purchased the claim. In case of a purchase, ID shall show the payments as a credit. The invoice shall contain the net – and if applicable, gross – amount of the claim and the purchase price. The invoice shall also specify the claims, their respective final amounts, and the totals for which they were sold. ID shall have the right to balance due payment amounts against another and transfer the total to a settlement account specified by Partner.

6.10. Claims by ID pertaining to the repayment of the purchase price should the purchase agreement be ineffective and/or reduction/damages due to defects of the value-added service claims as well as possible claims pertaining to the reimbursement of litigation costs shall be paid by the service provider and set off wherever possible.

6.11. ID shall be responsible for the prosecution of all assigned claims, including the costs of prosecution for all purchased claims, to the extent that this is required due to the credit standing of the value-added service customer.

### 7. Failure of Partner to meet financial and other obligations

7.1. ID shall have the right to block access to the contractual services – i.e. service numbers or value-added services – in case Partner is more than EUR 150.00 in arrears and a possible security deposit has been used up.

7.2. ID may also block access in cases in which

- Partner violates material obligations arising from the present agreement or
- Partner has given reason to terminate the contractual relationship without notice, or
- ID's facilities or public safety is endangered, or
- ID's cooperation partner is obligated to take such measures because of existing contracts with service providers, in this case specifically network operators, as a consequence of applicable statutory requirements of the country in question or in response to instructions or requirements of a public authority or a court, or
- if Partner, once the present agreement has come into force, fails to reach agreed turnovers within the periods specified, or
- the amount of remuneration increases by a very high degree (over 50% within four weeks) and circumstances support the assumption that Partner will not be in a position to pay for the services completely or in a timely manner if access is blocked at a later time, the security deposit made by Partner has been used up and blocking access is not deemed disproportionate, or
- the amount of remuneration prompts the suspicion that the volume of minutes may at least partially be the result of manipulation or fraudulent use, or
- ID has been informed by the network operator that reversals may occur.

7.3. ID shall have the right to continue to block access until Partner provides evidence of the legitimate use of the service number. ID shall have the right to retain remuneration until final clarification of the situation. The right of termination is not affected by suspension of services.

### 8. Force majeure

8.1. ID shall be released from its service obligations in cases of force majeure. All unforeseen events, as well as those events which affect the fulfillment of the present agreement but which are not the responsibility of either party, shall be deemed force majeure.

8.2. Such events include industrial action affecting ID directly or via third parties, power outages, administrative measures and disruptions of the cable network.

### 9. Availability

Unless stated otherwise in the country-specific provisions, the telecommunications services provided within the framework of the present agreement shall have an availability of 97.5% measured over a period of 365 days. Maintenance, installation and conversion times shall not be taken into consideration in calculating availability. A service window shall be set up at ID's equitably exercised discretion whenever maintenance work is required. Operation may be

## GTC for the use of foreign value-added service numbers

disrupted during service windows. Availability shall not be deemed impaired by faults for which Partner is responsible, avoidable interruptions due to changes requested by Partner, or faults resulting from force majeure.

### 10. Fault clearance and warranty

10.1. Partner shall inform ID without delay and of his own accord of any faults and, to the extent that he is aware of any, of safety defects in all the services used by him and rendered by ID or ID's cooperation partners. He shall also notify ID of any circumstances likely to negatively impact the functional capability of the services offered under the present agreement (fault report). Partner shall cooperate to a reasonable extent in fault analysis and fault elimination.

10.2. ID shall, within the scope of its technical and operational means, ensure immediate fault clearance in the network operation. If Partner is responsible for the fault, has failed to report a fault pursuant to item 10.1, or has reported a fault which does not exist, ID shall be entitled to invoice Partner for the costs incurred in troubleshooting or correction or clearance. If Partner fails to fulfill his obligation to cooperate, any resulting prolongation of downtimes of a service number shall be attributable to Partner.

10.3. ID indirectly guarantees the provision of services according to the recognized state of the art while observing all safety regulations applicable to the due and proper operation of the telecommunications network. Reduction or conversion claims shall be ruled out in cases in which ID corrects the fault within one working day of its report. Other claims for default, in particular rescission, shall be excluded in so far as ID has not acted with intent or gross negligence and provided that no deadline or specific quality had been warranted.

10.4. Partner is aware that the services indirectly provided by ID are subject to the provision and availability of networks by subscriber network operators and/or communication paths provided by third parties. ID therefore cannot guarantee the continuous availability and quality of such telecommunications networks and communication paths and thus the availability of its services at all times. Nevertheless, ID assigns its warranty claims against third parties in this respect to Partner, who accepts the assignment.

### 11. Liability

#### 11.1 Liability of ID

11.1.1 ID's liability – regardless of its legal ground – shall be subject to the following provisions.

11.1.2 ID shall have unlimited liability in cases of intentional violations of the agreement. In cases of claims for whatever legal ground and customer claims in connection with potential contractual undertakings, ID shall be liable for damages caused by intent or

gross negligence up to the value of the services obtained, however not to exceed EUR 25,000.00. Liability for ordinary negligence, as well as for indirect and consequential damages shall be ruled out to the extent permitted by law.

11.1.3 ID shall not be held liable for damages that could have been prevented by reasonable action by Partner. ID shall not be held liable for damages arising from cases of force majeure or unforeseen events beyond ID's will and/or sphere of influence. Partner shall not have the right to assert damage claims vis-à-vis ID in cases in which operational necessities require changes to allocated numbers or the interruption of switched lines. If possible, ID shall inform Partner of the time and duration of such measures at least five days in advance.

11.1.4 ID shall not be held liable for end-customer claims arising from the content of a service and/or Partner's or third-party billing services. ID shall forward such complaints and claims to Partner. In so far as ID's cooperation partners incur any costs for complaints going beyond the forwarding of such complaints to Partner, ID's cooperation partners shall be entitled to charge a lump-sum amount of EUR 15 per case or to bill the actual costs incurred. Partner shall internally reimburse these amounts to ID. Additional expense may be incurred as a result of the conditions agreed in individual cases.

11.1.5 In other respects, any liability of ID is excluded in so far as this is legally permissible.

The limitations and exclusions of liability stated above shall also apply to ID employees and representatives. They shall also apply to all associated companies and their employees involved in the execution of the present agreement.

11.1.6. ID relies on providers and network operators in providing the contractual services. ID shall not be held liable if the commissioned network operator fails to provide the required communication paths or does not provide them in a due and proper manner, making it impossible for ID to fulfill its contractual obligations. In case of disadvantages or damages suffered by Partner arising from the lack of availability or inadequate quality of communication paths, ID shall assign any warranty or damage claims against the network operator to Partner. If the value of the actually realized routings is below 70% of the percentage value of the potential number of subscriber lines existing in the country concerned (excluding prepaid cards), Partner shall be entitled to extraordinary termination.

#### 11.2 Liability of Partner

11.2.1. Partner shall be held liable vis-à-vis ID for all damages arising from calls routed to another number or to a number different from the one specified in the

## GTC for the use of foreign value-added service numbers

agreement without obtaining the authorization of the holder of that number.

11.2.2. Partner shall be held liable for all costs and outlays resulting from non-authorized access to services realized via ID service numbers unless such non-authorized access is the direct result of grossly negligent or intentional actions or omissions by ID.

11.2.3. Partner shall also be held liable for all damages suffered by ID as the result of breaches of contract by Partner, especially with regard to unauthorized advertising measures or the violation of third-party rights. In such cases, ID shall have the right to take legal action with the assistance of a selected representative; Partner shall reimburse ID for any necessary or useful legal fees or fines incurred. ID shall have the right to retain funds owed to Partner until further notice to cover such legal fees or fines.

11.2.4. Partner is fully responsible for actions or omissions of his vicarious agents, subcontractors, employees and customers. This shall apply especially to third parties deployed by Partner in providing the services. Partner shall indemnify ID against any damage claims by third parties arising from the present Agreement.

### 12. Concept ideas and programs

12.1. All utilization rights, benefit entitlement rules, ancillary copyrights and other industrial property rights associated with the services and work outcomes (e.g. service concepts) created, acquired or to be acquired by ID in connection with the present agreement shall remain exclusively with ID, with no restriction in terms of subject matter, time or geographic location. Upon termination of the present agreement, these services may be distributed or used by Partner only under license. The terms shall be specified in a suitable licensing agreement.

12.2. Upon terminating the present agreement, the parties undertake to return the originals and all full or partial copies of computer programs, applications, documents, data and concepts provided to the opposite party without delay. In case of material recorded on machine-readable media, the recordings must be deleted completely in lieu of returning them.

### 13. Data protection

13.1. When acting as a provider of telecommunications services, ID shall observe regulations pertaining to data protection, especially those of the Telecommunications Act [Telekommunikationsgesetz, TKG] and the Data Protection Act [Datenschutzgesetz 2000, DSGVO 2000], and the protection of telecommunications privacy.

13.2. Partner also undertakes to observe the existing national data protection regulations of the Telecommunications Act and Data Protection Act [Datenschutzgesetz 2000, DSGVO 2000] and the data protection regulations of the relevant countries.

Partner of his own accord has an ongoing obligation to remain informed of the current stand of legal provisions and to assume liability for compliance with these provisions.

### 14. Duration of the agreement / termination

14.1. The present agreement on the realization of foreign service numbers takes effect on the day after its signing. The switching or realization of the relevant country-specific service numbers always requires a separate country-specific agreement. Such separate agreement shall also take effect on the day after its signing. The duration of all country-specific terms shall be determined by the duration of the present agreement.

14.2. The agreement shall have a term of one month. This term shall be extended automatically by a further month unless terminated by either party with at least four weeks' notice to the end of the duration. Diverging arrangements may be made regarding the individually agreed services. 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.

### 15. Termination for exceptional reasons

15.1. Either party may terminate the present agreement without notice for important reasons. Such termination must be declared in writing. For ID, good cause shall in particular be deemed to be breach of contract by Partner. ID reserves the right to assert claims for damages.

15.2. ID shall have a right to termination for exceptional reasons should the provision of services be discontinued or become impossible for the cooperating company - for instance if the telecommunications supply agreements in respect of the countries covered by the present agreement are terminated. The right to termination on the part of ID shall exist regardless of whether the reason for the termination of the supply agreements is the result of the present agreement or of the contractual relationship between ID and another partner company. ID shall not have the right to termination for exceptional reasons in cases where the reason for termination was brought about intentionally by ID. In case of termination as per 14.2 or other termination for exceptional reasons other than intent on the part of ID, claims for damages of any kind by either party shall be ruled out.

15.3. Liability in accordance with the stipulations of the Product Liability Act [Produkthaftungsgesetz] shall remain unaffected.

15.4. The present agreement shall be deemed terminated without notice if insolvency proceedings or preliminary measures in accordance with the German Insolvency Act [Insolvenzordnung, InsO] are opened against either party.

## GTC for the use of foreign value-added service numbers

### 16. Adjustment clause

Performance of contract depends to a significant extent on the regulatory and legal frameworks imposed, for instance, by the ordinances and decisions of national regulatory authorities as well as by national telecommunications laws and all other statutory ordinances passed in this respect, by the connection, invoicing and collection conditions applying with national network operators and/or other international network operators as well as by the pertinent decisions of national regulatory authorities, as well as those of administrative courts and, if applicable, other public authorities or courts. The parties agree that performance of contract depends significantly on these framework conditions and that the risk of change shall not be borne by ID and that this may therefore lead to a pertinent adjustment of the present agreement by ID. 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.

### 17. Confidentiality obligation

17.1. The contracting parties mutually undertake to maintain confidentiality. This confidentiality obligation covers all information about the respective other contracting party and its associated companies or contracting partners, including their potential 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 be deemed to be information about the processes and business methods of the respective other contracting party and its companies from technical, commercial and other points of view. Content and conditions of the present agreement shall also fall within the scope of the confidentiality obligation.

17.2. This obligation shall cover any and 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 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. Limitation agreement

Claims of the parties based on the present agreement shall be limited to a period of two years after they arise, subject to Section 6.2 Sentence 6 or other separate agreements. The time at which the telecommunications connection to be billed is terminated shall be decisive for such claims.

### 19. Security amounts

19.1. The following rules of disbursement shall apply to create security against possible reversals by carriers:

Of all provider remuneration amounts initially collected by ID under reservation of reversal by the subscriber and/or subscriber network operator, only a partial amount shall be disbursed to Partner. The difference shall initially be retained by ID as a security amount (reversal rate). This security amount shall be disbursed to Partner as soon as it is covered by an effective and final payment received by ID. Irrecoverable claims shall be reported to Partner in a monthly statements of account and offset against current invoices. If irrecoverable claims or the rate of reversals increase, ID shall be entitled to adjust the security amount for all disbursements accordingly.

19.2. As security for the risk of default by Partner, ID is authorized to demand from Partner a guarantee equivalent to the average monthly disbursement amount (calculated on the basis of the last three months). This guarantee must be issued by a major European bank and payable on first demand. If the average monthly volume increases, ID may require a matching increase in the guarantee. If Customer fails to provide a guarantee or to increase the amount of his guarantee within a period of one month, ID may limit monthly disbursement amounts to the amount previously secured by the guarantee.

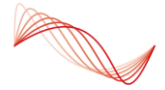
19.3. Furthermore, if the agreement is terminated, ID shall be entitled to demand security from Partner for any losses or reversals asserted subsequently by carriers. This security amount must be proportionate to the realistically expected losses. Alternatively, ID may retain an appropriate amount from due disbursements. This provision shall also apply in case of strongly declining sales volume (>30% decline in four weeks) by Partner.

19.4. ID shall keep the security deposits in trust in a separate account. Documentation thereof must be provided to Partner on request. ID undertakes to release the security deposits immediately once it has been determined that no further losses of receivables outstanding can be asserted.

### 20. Adjustment clause

20.1. National legal and regulatory frameworks for the provision and realization of value-added service numbers are decisive for the fulfillment of the present agreement. These include the telecommunications acts of the relevant countries and other statutory orders – such as the Telecommunications Act [Telekommunikationsgesetz, TKG], the Telecommunications Monitoring Ordinance [Telekommunikations-Überwachungsverordnung, TKÜV] and the Telecommunications Numbering Ordinance [Telekommunikations-Numerierungsverordnung, TNV] in Germany – the terms of applicable interconnection,





## **GTC for the use of foreign value-added service numbers**

---

billing and collection agreements, related decisions by national regulatory bodies, as well as decisions by administrative and civil courts and other authorities or courts. The parties agree that fulfillment of the present agreement and agreed remuneration shall depend significantly on these conditions.

20.2. In the event of changes in the framework conditions, ID shall therefore be entitled, at its own discretion pursuant to Section 315 of the German Civil Code, to adjust services to match the changes. 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 exceptional reasons. No further claims of Partner shall arise from this termination.

20.3. ID shall give written notification of any amendments three weeks in advance. Extraordinary termination must be declared with a preemptory term of one week.

### **21. Final provisions**

21.1. The contracting partners may not transfer the present agreement or the rights and obligations arising therefrom to third parties without prior written approval of the other contracting partner. The entire content of all annexes mentioned herein are integral components of the present agreement.

21.2. If IVR or programming services of ID are provided in addition to the numbers, the relevant General Terms and Conditions of ID shall apply.

21.2. Should individual provisions of the agreement 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 remaining provisions of the present agreement. 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.

21.3. There are no oral ancillary agreements to the present agreement. Supplements or amendments to the agreement shall be effective only if they have been agreed in a written declaration signed by both parties. This formal requirement can be waived only by a written agreement.

21.4. Contractual relationships shall be governed by Austrian law as it applies between persons within Austria. The UN Convention on Contracts for the International Sale of Goods is excluded. If Partner is a merchant or a legal person under public law or has no general place of jurisdiction in Austria, place of jurisdiction shall be Vienna. This shall not affect any exclusive place of juris