

## General Terms and Conditions of dtms GmbH for the Implementation of Service Numbers

### 1. Introduction

1.1 The following terms and conditions govern the contractual relationship entered into by dtms GmbH (hereinafter referred to as "dtms"), registered office: Taunusstraße 57, 55118 Mainz, Germany, court of registration (Registergericht): trade register (Handelsregister) Mainz, HRB 45187 Mainz, Germany and the contractual partner (hereinafter referred to as the "Partner") with regard to the implementation of national service numbers (e.g. 0180, 0800, 0700, 0900, 118xy, 0137, 032, local service numbers) for telecommunications services in accordance with Section 3 No. 63 of the German Telecommunications Act (Telekommunikationsgesetz, TKG) (hereinafter collectively referred to as "Service Numbers"). No terms laid down by the Partner which contradict or differ from these T&C will apply, even if dtms has not expressly objected to the application of them. Amendments to these T&C must be proposed to the Partner in text form at least two months before they come into force. In principle, such changes will only come into force if the Partner accepts them. Such amendments will be deemed to have been approved, however, if the Partner does not object to them in writing within one month of receiving notice of them. At the beginning of the notice period, dtms shall inform the Partner of this right to object and of the fact that the Partner will be deemed to have agreed to the T&C amendment once this notice period ends.

1.2 dtms is a provider of telecommunications services (hereinafter referred to as "Telecommunications Services") on the German market and has a telecommunications network (hereinafter referred to as the "Telecommunications Network"), which is interconnected to other operators' networks. dtms operates this Telecommunications Network itself and implements the Telecommunications Services offered as a network operator with the necessary interconnection agreement as well as an invoicing and collection agreement (hereinafter "IC Agreement" and "I&C Agreement") with Telekom Deutschland GmbH (TDG). dtms also offers accessibility and invoicing for services that are billed offline (0900, 118xy) from the telecommunications networks of alternative fixed line operators which provide access to end users (hereinafter referred to as "Alternative Telecommunications Network Operators"), provided that there is an IC Agreement and an I&C Agreement between dtms and the Alternative Telecommunications Network Operator. If Alternative Telecommunications Network Operators do not have a billing arrangement with dtms, they are not permitted to transfer traffic in accordance with the regulations laid out by the German Federal Network Agency (Bundesnetzagentur, "BNetzA"). The prohibition obligations lies

solely with the Alternative Telecommunications Network Operator. If an Alternative Telecommunications Network Operator illegally uses the Partner's services anyway, dtms will assist the Partner with enforcing claims against the Alternative Telecommunications Network Operator (specifying the caller number and turnover).

1.3 Contract fulfilment is fundamentally influenced by the general regulatory framework laid out by the German Telecommunications Act, the German Act on the Protection of Data and Privacy in Telecommunications and Telemedia (Gesetz zur Regelung des Datenschutzes und des Schutzes der Privatsphäre in der Telekommunikation und bei Telemedien, TTDSG), the General Data Protection Regulation (GDPR) and the regulations laid down in this regard (such as the German Numbering Ordinance (Telekommunikations-Nummerierungsverordnung, TNV) and the German Telecommunications Surveillance Ordinance (Telekommunikations-Überwachungsverordnung, TKÜV)), as well as the IC Agreement and I&C Agreement with TDG (including charges) and the decisions handed down in the area of telecommunications by the German Federal Network Agency for Electricity, Gas, Telecommunications, Post and Railways (Bundesnetzagentur für Elektrizität, Gas, Telekommunikation, Post und Eisenbahnen, BNetzA), the administrative courts, and any other authorities or courts. The contracting parties agree that the fulfilment of the contract is heavily dependent on these framework conditions. Changes may therefore result in an amendment of the contract in accordance with Section 313 of the German Civil Code (Bürgerliches Gesetzbuch, BGB). If dtms is also granted a unilateral right of amendment because of the changes on the basis of a contractual agreement, this takes precedence over the aforementioned contractual amendment.

1.4 dtms renders its services exclusively in accordance with the legal framework conditions, particularly those of the German Telecommunications Act, the German Act on the Protection of Data and Privacy in Telecommunications and Telemedia, regulatory requirements and contractual agreements, including these T&C. Individual services are primarily defined by the relevant product/service-related Special Terms and Conditions or other preceding agreements. No differing terms and conditions laid down by the Partner will apply. The German Telecommunications Act, the German Act on the Protection of Data and Privacy in Telecommunications and Telemedia, and the regulations and regulatory requirements laid down in this regard otherwise apply, even if explicit reference to them is not made.

### 2. dtms' services

2.1 dtms renders technical Telecommunications Services and related services for the Partner. In particular, the services in-

clude the implementation of Service Numbers on dtms' network as well as the transfer, processing, transmission and mediation of incoming telecommunications traffic via these numbers.

2.2 dtms renders services for the Partner in accordance with the relevant agreement and dtms' General and Special Terms and Conditions. The relevant agreement must be made in writing unless formation of the contract clearly arises in another way, e.g. through implied action (e.g. supply). The General and Special Terms and Conditions appropriate to this service are also deemed to be agreed by the parties in the event of supply of a service on behalf of the Partner.

2.3 dtms' services include the implementation of the agreed Service Numbers in dtms' Telecommunications Network in accordance with subparagraph 3 of these T&C. The pooling and transfer of incoming traffic via these numbers is governed in greater detail in subparagraph 5 of these T&C. dtms can also invoice network operators for providers' charges and potentially other services (coordination and arrangement of services with network operators, etc.) in its own name but on the Partner's behalf in accordance with subparagraph 6 of these T&C.

2.4 Subject to subparagraph 1.2, service numbers are invoiced for in accordance with the currently applicable regulatory framework conditions by the telecommunications network operator of the relevant caller and initial debt collection is carried out in accordance with the IC and I&C Agreements as well as in accordance with Sections 9 and 10 TTDSG and Section 27 TKG. The invoiced charge also includes the providers' charges that the Partner receives for the service. These providers' charges are settled by the telecommunications network operator either in its own name with the end customer (hereinafter referred to as the "Caller"), which is known as "online billing", or in the name of dtms or the network operator commissioned by dtms with the end customer, which is known as "offline billing". This is subject to the IC Agreement as well as the I&C Agreement of the network operator whose services dtms uses. The accessibility and billing of service numbers that are subject to offline billing from participating networks other than that of TDG cannot be generally guaranteed in light of the current regulatory framework conditions. The Partner can request the number and name of the alternative domestic telecommunications network operators that are currently connected from dtms' business premises in Mainz or by telephone during opening hours from 9 am to 5 pm. A right to the transfer of telecommunications traffic from certain Alternative Telecommunications Network Operator networks and a block on traffic from certain telecommunications network operator networks (individual or general block) is not granted.

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2.5 The Partner has the right to mutually define with dtms the anticipated traffic minutes or calls for the following month for the relevant service number ranges. In this case, dtms is obliged to comply with the defined capacities. If the contracting parties do not agree on any capacities in accordance with clause 1, dtms is only obliged to process traffic up to the level of the network capacity allocated to the customer for the agreed service. The temporary processing of a higher capacity does not give rise to an obligation or assumption that dtms will also process this higher capacity in future. Subparagraph 2.5 of these T&C applies for all services agreed upon in accordance with this contract.

### 3. Implementation of service numbers

3.1 In agreement with its Partner, dtms stipulates the numbers to be implemented by dtms in the Telecommunications Network. These are either stipulated in writing and/or deemed to be agreed by way of implementation in dtms' Telecommunications Network or inclusion in dtms' number management system.

3.2 The set-up of further numbers during the term of the contract is determined by subparagraph 3.1.

3.3 The Partner authorises dtms to make all agreements with and declarations to the network operators that are necessary to fulfil the contract. This expressly includes any necessary porting declarations. dtms remains free in terms of the definition of the Telecommunications Network, provided that it consists of the telecommunications network of a company affiliated with dtms in accordance with Section 15 et seq. of the German Stock Corporation Act (Aktengesetz, AktG) and does not entail any service restrictions that are unreasonable for the Partner. During the term of the contract, the Partner is not permitted to port the contractually agreed service numbers from the Telecommunications Network supplied by dtms to another telecommunications network.

3.4 The Partner is obliged to only use the numbers implemented in accordance with the applicable allocation regulations of the BNetzA and other regulatory and legal provisions. In particular, the Partner is responsible for complying with the obligations laid down in Sections 108 et seq. TKG and any succeeding regulations.

### 4. Provision of service numbers

4.1 The allocation of the numbers to be implemented to the Partner by dtms is only deemed the subject of performance if such allocation is permitted by law, expressly agreed and expressly declared. dtms has the right to withdraw numbers that it has provided and that are not used or are only used on a small scale (less than 750 minutes per month in 3 consecutive months) unless there are any mandatory official or legal requirements preventing it from doing so. dtms shall inform the Partner of the planned withdrawal of numbers and the date of withdrawal at least 14 days in advance. Such withdrawal does not give the Partner

any rights to the reimbursement of expenses, particularly for advertising or potential lost revenue.

4.2 On request, dtms will assist the Partner with applying for numbers from the BNetzA and apply for the numbers in its name and at its cost. If use of the number is not permitted and/or is prohibited by the BNetzA for regulatory reasons and, in particular, in accordance with the allocation regulations, regardless of whether it is provided by the customer or by dtms, dtms will not accept any responsibility for this.

### 5. Transfer and pooling of traffic

5.1 dtms' telecommunications service includes the transfer and pooling of the incoming traffic via the service numbers agreed for the Partner from TDG's fixed network. This includes the establishment of a connection via the signalling channel and the interconnection and maintenance of the channel used ("Connection") with the ports in the networks of TDG or other telecommunications networks with which the Telecommunications Network used by dtms is connected. Usually, connections with the ports of other telecommunications network operators and providers of Telecommunications Services or mobile communications ports are generally possible, unless no connections with the operators or telephone networks or mobile networks have been agreed.

5.2 Incoming calls to service numbers are automatically routed to the targets agreed in writing with the Partner (e.g. Audiotex platform, call centres). Written agreement is not required if the online routing configuration is agreed by the Partner. Through the desired routing method, the Partner declares with binding effect that it is entitled to transfer traffic to the targets specified by it and that the owner of the ports agrees to their use. The Partner is obliged to immediately notify dtms of any changes to the targets provided, a change in its connection network operator or the termination of its connection.

5.3 The availability of the network provided by dtms is determined based on the ITU recommendation M.1016 and covers all relevant sub-systems based on which general availability is calculated: POIs, switches, backbone lines. The period taken into account with regard to availability is one calendar year, i.e. the average availability is calculated over one calendar year. Sub-system downtime due to planned measures is not taken into account, provided that such downtime has been agreed upon by the contracting parties, nor is downtime due to failures by third parties to render services that are beyond dtms' sphere of responsibility. Availability is calculated as follows:  $\text{System availability} = [1 - (\text{minutes of downtime} / \text{total minutes})] * 100\%$ . Minimum system availability of 98.75% per year is guaranteed. Voice compression is not provided in the network provided by dtms.

5.4 If scheduled maintenance is required, a service window from 3 am to 9 am will be set. There may be operational disruptions during this service window.

5.5 At the Partner's written request and by mutual agreement with the Partner, dtms will suspend traffic transfer within 3 hours, provided that dtms receives such a request by 3 pm on a working day. The requirement for this to be in writing is deemed to have been met if notice is received by fax (0228-96972-219) by this time. dtms can request confirmation by telephone.

5.6 dtms may define further details regarding 'quality of service' due to technical requirements and within reasonable bounds in accordance with Section 315 BGB.

### 6. Invoicing and collection of providers' charges

6.1 In exchange for rendering the value-added service, the Partner is entitled to providers' charges by agreement (e.g. service numbers in ranges 0900, 118xy, 0137).

6.2 For services that are settled by way of what is known as offline billing (currently 0180, 0137 and 0700 services, for example), the following applies, unless otherwise agreed: dtms or the network operator commissioned by dtms will collect the remuneration for the service numbers (providers' charges) for the Partner in its own name but on its account from the end customer's telecommunications network operator. The telecommunications network operator in turn invoices the end customer for the service (known as 'pre-product regulation' ('Vorproduktregelung')). With this knowledge, the Partner declares that it is happy for dtms to collect the providers' charges from the telecommunications network operator in this way in its own name but on its account (commission). Services that are invoiced for by means of what is known as 'offline billing' (currently fixed line transfer to 118xy, 0900, for example) require separate, modified regulation.

6.3 dtms shall pay the Partner the providers' charges to which it is entitled for rendering its services, provided that dtms has received or collected this remuneration from the relevant telecommunications network operator effectively. dtms is not obliged to carry out any further collection activities. dtms is entitled to offset the providers' charges payable to the Partner against the connection fee, other performance fees or other charges owed to dtms. After settling the carrier fee and the remuneration for invoicing and initial claim collection, the result is the payment amount per minute or per call stated in the pricing terms in the underlying contract. It is agreed that dtms will not bear the risk of collection or the risk of bad debts.

6.4 Further details are provided in the Special Terms and Conditions for the individual number ranges. In the event of doubt or discrepancies, the provisions of the Special Terms and Conditions take precedence over these General Terms and Conditions.

### 7. Fees for dtms

7.1 In exchange for the services in accordance with this contract, dtms receives

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from the Partner a fee determined in accordance with dtms' general price list, unless a special price list has been agreed for a particular service. The price list applies for all possible services that could be agreed. If particular services are named on the price list, this does not mean that they have actually been agreed upon too. The price list and/or individual price lists and/or parts of a price list may provide a limited period of applicability or a special cancellation option for the parties. The contract and all price lists or parts of a price list that are not affected by the cancellation will remain unaffected by the cancellation of an individual price list if they are not specifically cancelled by it. If a price list or parts thereof cease to apply, the parties shall agree on a new price as quickly as possible. If this does not occur, the contract will remain in force as a framework agreement with all unaffected services and prices. The following applies with regard to the terminated price list and the associated service: The Partner can request that dtms continues to provide the service for the usual price. The affected part of the service will otherwise be suspended. In this case, the Partner is obliged to do everything that is necessary to ensure that traffic does not continue to be transferred to dtms GmbH after the termination date. If traffic does in fact continue to be transferred, this will be deemed to be a request by the Partner for the service to be continued at the usual price. This applies even if the Partner has not expressed such a request following cancellation of the price list despite being aware of this. The price agreement continued in this way can be terminated by both parties with one calendar month's notice. The service is then deemed to be suspended until a new agreement is reached.

7.2 dtms charges the Partner for the connection charges monthly based on the call data records (CDR) available to dtms in its systems or, if the traffic is not conducted via dtms' network, on the data transmitted to dtms by the relevant carrier. The Client's payment obligation also applies in respect of costs resulting from the unauthorised direct selection of its target number, unless dtms and its partner companies can be proven to be responsible for the misuse of the target number. To clarify, the statistics from the statistics tools provided, WebStatistik/Service Portal, are not used for invoicing. Only the data which has been generated and collected as a result of recording by dtms as the telecommunications network provider based on its call detail records in the invoicing-related network elements are used for invoicing.

7.3 dtms usually offsets the fee owed to it against the payable providers' charges. The payment amount resulting from this may also be stated on the price list. This payment amount only takes into account the offsetting of the providers' charges against the carrier and billing/collection fees owed to dtms and is subject to the condition that the providers' charges can be collected from the network operators fully and effectively.

7.4 dtms' payment claim against the Partner, particularly its claim for the carrier fee, is upheld regardless of the status of the Partner's claims against the end customers, for example in the event of any illegal content.

### 8. General invoicing and payment terms

8.1 Unless otherwise agreed in the annexes or in writing in any other way, the providers' charges are paid out 6 weeks after the end of the current payment month (calendar month) in the case of offline billing and 4 weeks in the case of online billing, but not before payment has been received by the telecommunications network operator. dtms' fees and those of the Partner are usually offset against one another with the result being the amount of providers' charges payable. Any surplus resulting for the Partner is stated as a credit. Payments by dtms to the Partner on the basis of credit balances are due for payment within 30 working days of the credit being issued. Unless otherwise agreed, dtms is entitled to subsequently take into account any telecommunications network operator chargebacks and retroactive changes to any fee claims ("Telecommunications Network Operator Price"). dtms is entitled to request an appropriate deposit to secure any chargebacks and retroactive changes.

8.2 dtms' claims are due for payment upon receipt of the invoice. The Partner is automatically deemed to be in default if it does not make payment within 10 working days of receipt of the invoice.

8.3 Any assignments of the claims are only effective with dtms' consent, unless other provisions are expressly laid down in writing or in dtms' Special Terms and Conditions.

8.4 In the event of a change in the regulatory, political or other cost-related general conditions, dtms is permitted, within the bounds of the law and reasonable discretion in accordance with Section 315 BGB, to adjust its future prices in proportion to the changed costs. This applies in particular in the event of a change in the prices of TDG's interconnection services, known as 'O and Z services'.

In particular, the Partner acknowledges that dtms' model for prices and terms is based on the current listed prices of the telecommunications network operator, particularly Deutsche Telekom AG, for the relevant number ranges. Based on this T&C end customer price, the payment amount is calculated in accordance with subparagraph 7 of these T&C. In the event of a change in the associated bases of calculation, particularly in the relevant T&C end customer price or the regulations on statutory sales tax, dtms is entitled to adjust the providers' charges payable to the Partner accordingly and at its reasonable discretion in accordance with Section 315 BGB. In case of doubt, the remuneration payable to dtms will remain unchanged.

Origin Based Rating (OBR) In addition, it is advised that in accordance with the regulations laid down by the EU Commission and the BNetzA, the termination fees for

the placement of calls in a telecommunications network from the non-EU area will in future be determined by the country or region of origin (known as origin based rating). This means that calls from non-EU states are subject to different prices than calls originating in the EU area. The prices are based on dtms' price list. On the basis of international procurement for transfer and termination services, these prices for calls from non-EU states are subject to change at any time if the wholesale partners/suppliers which dtms uses adjust their prices. In light of this, dtms has the right to change these prices at any time with effect for the future, at the earliest from the date from which dtms itself purchases these wholesale services at a more expensive price. Such changes must be made with reasonable discretion in accordance with Section 315 BGB. In case of doubt, the remuneration payable to dtms will remain unchanged.

Transfers from non-EU states also constitute a separate service component with their own price list in accordance with subparagraph 7.1 of these T&C.

If dtms makes a unilateral contract amendment beyond the scope of application of subparagraph 7.1, the Partner has the right to terminate the contract in accordance with Section 57(1) TKG.

8.5 Except for in the case of termination of the contract, dtms is only entitled to pay out credit balances from a cumulative amount of €100.00 or more. Lower amounts are added on to subsequent invoices and only paid out when this amount is reached.

### 9. Responsibility and content of the services involving the service numbers

9.1 Responsibility for the content and the offering of the service numbers lies solely with the Partner. The Partner guarantees that the services are being offered lawfully and do not infringe upon any third-party rights. In particular, the Partner guarantees that the information and services offered are not in breach of any copyrights, ancillary copyrights or other third-party rights, that it complies with its obligations in accordance with the German Telecommunications Act, the German Act on the Protection of Data and Privacy in Telecommunications and Telemedia and the regulations laid down in this regard, and that it offers the services on the market in compliance with competition law. The Partner is responsible for continually keeping itself informed of the circumstances and legal conditions relevant to its services and the number ranges it uses. The content transmitted via the services must continue to be compliant with the provisions of the contract entered into by the parties and the requirements published by the BNetzA in the official gazette (Amtsblatt).

9.2 In any case, the Partner bears full and sole responsibility for the content and services offered relative to both the Caller and dtms. In this regard, dtms is only re-

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sponsible for the technical provision of access to the Partner's offering for end customers.

9.3 If a claim for performance or omission is made against dtms by a third party on the grounds of the services offered by the Partner or a breach of the Partner's obligations under this contract, the Partner must indemnify dtms against these claims at first request and immediately provide dtms with all information that appears necessary for legal defence. The Partner shall assist dtms with such defence to the best of its ability and, on request, provide dtms with a security for any possible further claims against dtms that may occur and are already foreseeable (e.g. legal costs, similar third-party claims in comparable cases). Third-party claims and any damages claims are therefore forwarded directly to the Partner. In the event of any inquiries regarding the services and/or the promotion thereof that appear to be legitimate, dtms may refer these to the Partner and provide the Partner's contact details to the party making the inquiry. These provisions will remain in force even after this contract has expired for as long as third-party claims are made on the grounds of services rendered during the term of the contract or are closely associated with this.

9.4 The Partner is only entitled to use dtms' trademarks or other commercial proprietary rights with written consent from dtms' management, unless it is expressly permitted to do so.

9.5 The Partner is obliged to keep its login details and its password (hereinafter also collectively referred to as "Passwords") and the data retrieved secret and to not disclose these to third parties. The Partner shall comply with the applicable security and data protection regulations in this regard and protect its login details and password from unauthorised third-party access as far as possible. The Partner is entitled to gain access to statistics if the login details and the corresponding password are entered. If one of the Partner's passwords is misused or if its password is shared with an unauthorised third party, it is refutably assumed that the Partner is responsible for this and must pay compensation for the resulting damage. The Partner shall also immediately inform dtms if it itself becomes aware of the unauthorised use of the password or of any misuse involving the password. In such cases, dtms does not accept any liability for damage suffered by the Partner or by third parties as a result of improper or unauthorised use of the password, unless the Partner can prove that it is not responsible for the damage resulting from the non-contractual use of the password.

The Partner shall guarantee that these contractual terms of use are also observed by the employees contracted by it and that confidential information is only shared with persons who have acknowledged this agreement as binding on them. Other auxiliary and vicarious agents are not permitted to use the login details and the password, unless such use has been contractually agreed separately in writing.

9.6 In the event of inquiries or queries exhibiting a legitimate interest, dtms has the right to share the Partner's identity and address and to refer the party making the inquiry to the Partner directly. The Partner shall also give dtms and/or the end customer information regarding the content of its offering at first request. dtms is entitled to share this information accordingly.

9.7 The Partner must immediately notify dtms of its tax number, its company address, its registered office and its invoice address, its bank details and its legal form. The same applies in the event of changes to the aforementioned details. dtms must be informed immediately if the BNetzA withdraws the numbers allocated to the Partner or raises objections regarding the numbers used by the Partner. The Partner must also provide dtms with all necessary information on the use and users of the numbers and its services immediately and without being requested to do so in order that dtms can fulfil its duties of disclosure towards the BNetzA (cf. in particular Section 117 TKG). The Partner shall pay any statutory fines and penalties resulting from delays in providing information.

9.8 The Partner cannot charge or communicate as such any end customer prices for numbers other than those agreed or arranged with dtms, unless the participating network operator has pricing authority for the relevant service.

9.9 The Partner must also make all reasonable effort to ensure that defects, damage and the causes thereof are identified. The Partner shall promptly inform dtms of any impending significant increases in the volume of traffic and only generate traffic within the limits of the traffic volume in accordance with subparagraph 2.5 of these T&C. The Partner is also obliged to immediately inform dtms of any suspicious use of the service.

9.10 The availability of the services offered by the Partner must reach 98.75% per year, unless otherwise stipulated in the content of the individual service. Incoming calls can also only be accepted if the relevant service is rendered properly.

9.11 The Partner must ensure that network integrity and the security of dtms' telecommunications network (transport and infrastructure) or parts of dtms' telecommunications network are not disrupted, destroyed or overburdened by illegal or non-contractual use. In the event of failure to comply with this, dtms is entitled, after giving a warning to no avail or in case of danger to network integrity or the security of the telecommunications network in the event of a delay, to terminate the contractual relationship or to block numbers without notice, including without warning. In this regard, dtms reserves the right to claim for the damage caused by the illegal or non-contractual use of the telecommunications network.

9.12 If the Partner breaches one of the obligations stated in this subparagraph, dtms is entitled, without prejudice to any other rights, to suspend the services

and/or to terminate the contract regarding the supply of service numbers by way of extraordinary termination, provided that such measures are not disproportionate to the breach based on the circumstances of the particular case and a situation in which the contract is complied with cannot be promptly restored in any other way.

### 10. Notification and suspension of numbers

10.1 Sending and transmitting information, items or other services associated with the contractual services is prohibited by law under certain circumstances. If dtms knows for certain that a number in its telecommunications network is being used in breach of clause 1, dtms must immediately take measures aimed at preventing this from reoccurring. In the event of a breach in the above sense, dtms will suspend the number if no remedy is provided by the short deadline for action given in its warning. In the event of repeated or serious breaches of legal prohibitions, dtms is entitled to suspend the number immediately without giving any specific warning.

10.2 dtms is also entitled to suspend service numbers immediately if there are adequate indications of use in breach of subparagraph 9 of these T&C after a warning has been issued and no remedy has been provided or in the event of a serious violation. In particular, there are adequate indications if there is an increasing number of complaints regarding a number or other circumstances that indicate a clear breach of the applicable law, such as sending unsolicited marketing materials by fax, SMS or email and using diallers in breach of pricing law. In the event that a service number is suspended because the aforementioned conditions are met, any damages claims by the Partner against dtms are precluded, unless they concern unjustified suspension due to gross negligence or intent. This exclusion of liability also applies for the personal liability of the salaried employees, workers, executive boards, representatives and auxiliary agents of dtms.

10.3 If dtms is obligated to suspend the services or numbers by a court and/or by law, dtms must fulfil this obligation, without this giving rise to any rights against dtms for the Partner. dtms shall inform the Partner immediately when it is required to impose a suspension or similar on the Partner. If the Partner's service is affected by a judgment, an official order or a change in the law, the legal consequences of this will directly affect the Partner too. Clause 1 applies in particular when dtms has to withdraw a service from the network or suspend a number in accordance with Section 61 TKG.

### 11. Force majeure

11.1 dtms is released from its performance obligation in the event of force majeure. 'Force majeure' is deemed to mean all unforeseeable events and events with effects on the fulfilment of the contract for which neither of the contracting parties is deemed to be responsible.

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11.2 The same applies for all equivalent events, particularly industrial action, including in other companies, power outages, official measures and disruptions to the telecommunications network.

### 12. Reservation of right to make amendments

12.1 Contract fulfilment is fundamentally influenced by the legal and regulatory framework, which is influenced in particular by the German Telecommunications Act, the German Act on the Protection of Data and Privacy in Telecommunications and Telemedia and the regulations laid down in this regard, as well as the IC Agreement and I&C Agreement with TDG (including charges) and the decisions handed down in this regard by the BNetzA and any other authorities or courts. Fulfilment of the contract is heavily dependent on these framework conditions.

12.2 In the event of changes in the framework conditions, dtms is therefore entitled to adapt the services at its reasonable discretion in accordance with Section 315 BGB. dtms shall take the Partner's interests into consideration and arrange the change in such a way that only the overall impact of all major changes is taken into consideration without dtms granting any extra benefits. If dtms' performance is rendered significantly more difficult in economic or technical terms due to a change, dtms has a right of extraordinary termination if amending the contract would not lead to an appropriate and economically feasible result. Such termination does not give rise to further claims for the Partner.

12.3 Changes will be declared and notified by dtms in accordance with the provisions laid down in Section 57 (1) and (2) TKG. The Partner has the rights stated in Section 57 (1) and (2) in this regard, particularly the special right of termination described therein.

### 13. Troubleshooting and warranty

13.1 dtms shall immediately have faults in the operation of the network rectified, subject to technical and operational feasibility. If the Partner is responsible for the fault or if a fault reported by the Partner is not present, dtms is entitled to invoice the Partner for the costs it incurs as a result of investigating and rectifying or remedying the defect.

13.2 dtms guarantees the provision of its services in accordance with the current, generally accepted state of the art and in compliance with all applicable security regulations for the proper operation of the Telecommunications Network. Claims for damages are excluded, provided that dtms has rectified the fault by the end of the working day following the fault report and unless dtms has acted with intent or gross negligence or the deadline or feature was not guaranteed.

13.3 The Partner is aware that the services provided by dtms may be rendered by telecommunications network operators and/or via the transmission routes provided by third parties subject to the supply and availability of networks. dtms there-

fore provides no guarantee for the constant availability and quality of such telecommunications networks and transmission routes and thus for the provision of its services at all times. dtms assigns the warranty claims against third parties to which it is entitled to the Partner, however, and the Partner hereby accepts these.

### 14. Liability

14.1 If claims are made against the Partner by its own customers on the grounds of financial loss suffered as a result of telecommunications services provided by dtms, and if dtms is liable for these within the context of the relationship between dtms and the Partner, dtms will be held liable up to a maximum amount of €12,500 per claim per third-party customer. Liability towards the Partner's customers (callers) as a whole is limited to €30 million per damaging event. If the amounts payable by multiple Partners on the grounds of the same damaging events exceed these maximum limits, the damages will be reduced in the same proportion by which the sum of all damages claims exceeds the maximum limit. The limitation of liability does not apply if the damage is caused by intent. In the case of all other financial loss, dtms' liability is limited to a sum of €12,500 per claim.

14.2 For other damage (e.g. physical damage or financial loss which is not due to Telecommunications Services and use of them by third parties), dtms only accepts liability for itself and its auxiliary agents on any legal grounds if a fundamental contractual obligation has been culpably breached in a way that jeopardises the purpose of the contract or if the damage is due to gross negligence or intent. If the breach of a fundamental contractual obligation is not due to gross negligence or intent, liability is limited in terms of amount to the typical damage that was reasonably foreseeable at the time of entering into the contract. Foreseeable damage is considered to be a maximum amount of €12,500.

14.3 This does not affect dtms' liability for guaranteed features or personal injury as well as in accordance with the provisions of the Product Liability Act (Produkthaftungsgesetz).

14.4 If dtms' liability is effectively excluded or restricted, this will also apply to the personal liability of the salaried employees, workers, executive boards, representatives and auxiliary agents of dtms.

14.5 dtms does not accept liability for damage suffered by the Partner caused by an unplanned increase in the traffic volume, e.g. as a result of extensive undeclared advertising measures. The Partner is obliged to indemnify dtms for third-party damages claims within the context of the relationship between dtms and the Partner too.

### 15. Data protection and secrecy of telecommunications

15.1 When collecting, using and processing personal data, dtms complies with the applicable data protection regulations, particularly the current versions of the

Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG), the GDPR, the German Telecommunications Act and the German Act on the Protection of Data and Privacy in Telecommunications and Telemedia, while maintaining the secrecy of telecommunications.

15.2 If dtms has special obligations in relation to the processing of personal data in accordance with Article 95 GDPR as laid down in Directive 2002/58/EC, the Directive on privacy and electronic communications, the GDPR does not impose any additional obligations on dtms, meaning that a data processing agreement is not necessary; in such cases, the dtms data processing agreement in accordance with the GDPR does not apply.

15.3 Within the context of the contractual relationship between the Partner and dtms, the connection data for calculating connection charges and the necessary inventory data for implementing the contractual relationship with the Partner are stored and processed. Data is stored and processed in accordance with the applicable data protection legislation and the principle of the secrecy of telecommunications.

15.4 The Partner's inventory data is collected to identify the Partner, to execute the contract/orders, for the purpose of advice and correspondence, for the purpose of invoicing and to process any liability claims as well as to enforce any claims against the Partner.

15.5 It is necessary to process data in accordance with Article 6(1)(1)(b) GDPR for the proper processing of the contracts/orders, particularly for the mutual fulfilment of obligations within the contractual relationship. It is also necessary to process data in accordance with Article 6(1)(f) GDPR for the purposes of the legitimate interests of dtms or those of a third party. dtms has legitimate interests in relation to its claims against the Partner.

15.6 The personal data collected by dtms to process the contract/orders are stored until the end of the statutory retention period (usually 6 years from the end of the calendar year in which the relevant contractual relationship ends) and then erased, unless dtms is obliged to store these data for longer in accordance with Article 6(1)(1)(c) GDPR on the grounds of retention and documentation obligations under tax and business law (under the Commercial Code (Handelsgesetzbuch), Criminal Code (Strafgesetzbuch) or Fiscal Code (Abgabenordnung)) or the Partner has consented to extended storage in accordance with Article 6(1)(1)(a) GDPR.

15.7 If necessary in accordance with Article 6(1)(1)(b) GDPR to carry out contractual/business relationships with the Partner or in accordance with Article 6(1)(f) GDPR for the purposes of the legitimate interests of dtms, the personal data may be transferred to third parties. Third parties are only allowed to use the data that is transferred for the purposes indicated. Data are not passed on to third parties for any other purposes.

15.8 In respect of dtms, the Partner has the right:

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to withdraw consent it has given dtms at any time, in accordance with Article 7(3) GDPR. This has the consequence that, in future, dtms will no longer continue the processing activities that were based on this consent.

to access its personal data which dtms is processing, in accordance with Article 15 GDPR.

to obtain without undue delay the rectification of inaccurate data or the completion of data in respect of its personal data which dtms is storing, in accordance with Article 16 GDPR;

to obtain the erasure of its personal data which dtms is storing, unless the processing is necessary for the exercise of the right to freedom of expression and information, for compliance with a legal obligation, for reasons of public interest or for the establishment, exercise or defence of legal claims, in accordance with Article 17 GDPR;

to obtain the restriction of the processing of its personal data if the accuracy of the data is contested by the Partner, the processing is unlawful but the Partner opposes the erasure of the data, and dtms no longer needs the data but the Partner needs it for the establishment, exercise or defence of legal claims or the Partner has lodged an objection to the processing in accordance with Article 21 GDPR, in accordance with Article 18 GDPR;

to obtain the personal data it has provided to dtms in a structured, commonly used and machine-readable format, or to request that it be transferred to another controller, in accordance with Article 20 GDPR, and

to lodge a complaint with a supervisory authority, in accordance with Article 77 GDPR.

to object to the processing of its personal data if there are grounds for this relating to its particular situation or if the objection relates to direct marketing and if its personal data is being processed on the basis of legitimate interests in accordance with Article 6(1)(1)(e) or (f) GDPR, in accordance with Article 21 GDPR.

15.9 Notice can be given to dtms either by post, by email or by fax at no extra cost to the customer than the transmission costs in accordance with the current basic rates (e.g. postage costs).

15.10 The Partner shall take suitable measures to ensure its notification obligations towards end customers under data protection law are fulfilled (e.g. publication of T&C, answering machines, etc.). On request, dtms shall provide it with the necessary information in accordance with the German Telecommunications Act, the German Act on the Protection of Data and Privacy in Telecommunications and Telemedia or the General Data Protection Regulation, provided that it is available to dtms.

15.11 Further information on data protection is also available online at <https://www.dtms.de/en/data-protection-notice/>.

15.12 The Partner is also obliged to comply with the legal regulations concerning

data protection and to provide its employees with corresponding training and impose corresponding obligations on them too.

### 16. Term, termination and amendment of the contract

16.1 Unless otherwise agreed, the contractual relationship will be formed as soon as the offer signed by the contractual partners is then confirmed by dtms in writing, but at the latest upon commencement of the first contractual service. The Partner is bound to orders placed in writing for one month.

16.2 The contract has a minimum term of 3 months, unless otherwise agreed in the offer, and can be terminated by with one month's notice to end of the minimum term, unless otherwise expressly stipulated in the offer or on an individual basis. After the minimum term has ended, the contract runs for an indefinite period of time. It can be terminated with one month's notice to end of the month, unless otherwise expressly stipulated in the offer or on an individual basis. The right to termination for an extraordinary reason remains unaffected. If only individual services are terminated, the contract will remain valid for the duration of the rendering of the services and the other agreed performance. Notice of termination must be given in written form.

16.3 Termination on extraordinary grounds is permitted in particular when (1.) insolvency proceedings involving the Partner's assets are applied for, opened or rejected for lack of assets, when (2.) the Partner repeatedly breaches the fundamental obligations of this contract or (3.) the conditions of subparagraph 9.11 of these T&C are met.

16.4 Due to a variety of as-yet incomplete processes and procedures within the context of the deregulation of the German and European telecommunications market, the contract is subject to change by dtms in accordance with subparagraphs 12 and 8.4 of these T&C.

16.5 Porting numbers within the scope of application of this contract is prohibited for the entire duration of the contract.

### 17. Duty of confidentiality

17.1 The contracting parties are mutually obliged to maintain confidentiality. This duty of confidentiality includes all information on the contracting party and their associated companies as well as their contracting partners (including potential ones). The contracting parties are obliged to ensure that third parties do not obtain business secrets. In particular, confidential information and business secrets include knowledge of the relevant contracting party's procedures and business methods and its company from a technical, commercial and any other perspective. The content and terms of this contract are also subject to confidentiality.

17.2 The obligation concerns all information and facts, regardless of whether they are expressly indicated as confidential or secret, unless they are general knowledge or the contracting party is obliged to disclose them in accordance

with an official or legal order or the relevant contracting party has given prior express written consent for disclosure to third parties. The confidentiality obligation will continue to apply even after the contract has ended.

### 18. Other provisions

18.1 The contracting parties can only reassign this contract or rights and obligations arising from this contract to a third party with the prior written consent of the respective other contracting party. dtms is also permitted to reassign it to affiliated companies (cf. Section 15 et seq. AktG) without express consent.

18.2 dtms is entitled to offset the Partner's claims against dtms with claims against the Partner held by net group Beteiligungen GmbH & Co. KG and the companies affiliated with it in accordance with Section 15 et seq. AktG. The Partner must be given information on the status of shareholdings on request at any time.

18.3 The Partner, acting in its commercial or independent professional capacity, can only offset undisputed or legally established claims against dtms and only exercise a right of retention over such claims.

18.4 There are no verbal ancillary agreements in respect of this contract and no written ancillary agreements have been reached either. Amendments and additions to these General Terms and Conditions, the Special Terms and Conditions, the individual service specifications or other agreements that have been signed or entered into can only be made in writing as annexes to the number application or the contract on the supply of services and by individuals (authorised representatives) with the authority to do so.

18.5 The contractual relations are subject to German law as it applies between domestic persons. The UN Convention on Contracts for the International Sale of Goods does not apply. The place of jurisdiction is Bonn, provided that the Customer is a merchant or a legal entity under public law or has no general place of jurisdiction in Germany. This does not affect any exclusive place of jurisdiction.