

## Special Terms and Conditions of Business for telegra Connect of telegra GmbH

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### 1 Contracting party

The contracting parties are telegra GmbH (telegra) and the customer.

### 2 Subject of contract

2.1 The subject of the contract arises from the General Terms and Conditions (“AGB”), these product-specific Special Terms and Conditions (“BGB”), agreed price lists, as well as any regulations adopted in specifications and Service Level Agreements (SLA). These product-specific Special Terms and Conditions supplement the General Terms and Conditions and shall take precedence over these if there are conflicting regulations. On placing the order, the customer expressly acknowledges all the regulations applicable to the telegra Connect product at the time of concluding the contract.

2.2 The product telegra Connect belongs to the telegra FON PRO product group, which consists of the following (individual) products which can be combined as required:

- telegra Centrex – Telephone system in the Cloud, end devices
- telegra Access – Connecting the customer’s location via the products telegra DSLAccess, telegra Leased-LineAccess and telegra VPNAccess
- telegra Connect - Access to the public telephone network via local network numbers.

2.3 These Special Terms and Conditions, in conjunction with the German Telecommunications Act (TKG), regulate the provision of access to the public telephone network via local network numbers. These Special Terms and Conditions do not include transfer and termination (telephony) of calls.

### 3 Coming into force of the contract

3.1 The contract shall come into force on confirmation of the customer’s order by telegra, at the latest on provision of the service, i. e., on making available the call number/ the access to the public telephone network. The

customer shall be bound to its order for four weeks. telegra shall remain free as regards acceptance of the order.

3.2 telegra shall be entitled to make the provision of services dependent upon the provision of security. This shall also apply after the contract has been concluded, if the customer is in default with his payment obligations.

### 4 Services by telegra

4.1 telegra shall provide the customer with a network access with the product telegra Connect within its existing technical and operational possibilities, i. e., obtaining the functionality to have incoming and outgoing connections with other subscribers via local telephone numbers on the public telephone network. The connection probability of aforesaid connections is 97.5 % as an annual average.

4.2 The prerequisite for using the product telegra Connect is the existence of a contract for the product telegra Centrex and a right of use of the customer to a local network call number (derived allocation).

4.3 Call number / port

If the customer does not have a local network call number when concluding the contract or if it does not wish to retain a local network call number made over to it for use by another network operator, telegra shall make one available to it for use. In the case of a change of service provider, telegra shall allow the customer to retain the call number (porting) insofar as technically and operationally possible. For the porting service to another service provider, telegra reserves the right to impose an administrative fee for each call number.

4.4 Display of call number

The customer’s virtual network access shall be set up so that the telephone number of the calling customer is displayed by default to the person called. However, telegra offers customers the ability to permanently or occasionally suppress the transmission of their call number to the subscriber called, as long as the customer’s end device supports this feature. When ordering the product telegra Centrex, suppression via the end device and/ or the service portal telegra CONTROL is possible.

4.5 Entry in subscriber directories

At the request of the customer, as part of the service, telegra shall pass the customer’s data record with call number, name or company name and address of the customer to the data editors of Telekom Deutschland GmbH

for entry into public printed and/ or electronic subscriber directories and for the issuing of telephone information (standard entry). The standard entry is free of charge for the customer. Further entries can be arranged subject to a charge. The data will be forwarded to third parties who also issue public telecommunications directories or operate a telephone information service.

#### 4.6 Directory enquiries and reverse search

Customer data registered in public subscriber directories may be queried by telegra or a third party, for example as part of a telephone information service. The customer's call number is released for reverse searches (telephone information on the customer's name and/ or address data recorded in public directories indicating the call number), as long as the customer does not contradict this. The customer may object at any time.

#### 4.7 Itemised bill

telegra stores traffic data as evidence for the accuracy of the fees charged in accordance with the legal regulations, for up to a maximum of six months. On request by the customer, the traffic data will be stored, abbreviating the destination call number to the last three digits, for up to 6 months after the connection was made, or will be deleted in full on settlement of the invoice. telegra will only be able to carry out a subsequent verification of the calculation of the invoice to the extent the traffic data has been stored. If traffic data is deleted due to a legal obligation or on request by the customer (e. g. a shortened storage period or complete deletion), telegra shall be under no obligation to provide evidence of the itemised connections. If the customer requests an overview of the chargeable connections in the form of an itemised bill, it is to inform co-users of the storage and communication of traffic data and, if necessary, involve the Works Council or the personnel or employee representatives in accordance with the statutory provisions. When billing flat rate tariffs, the connections will not be listed on an itemised bill because itemised bills only serve as evidence of individually charged connections.

## 5 No access to offline billing

Dialling service call numbers charged in the offline billing procedure (e. g. 0900) from the (subscriber) connection of telegra is not supported without a separate agreement. The same applies to call by call. The creation of connections to access numbers, e. g. for access to the Internet or for topping up franking machines or other data-oriented services, is excluded. Services available from the telegra

connection are included in the current offer or price list for telegra VoiceCall.

## 6 Limitation of emergency calls with technically new publicly available telephone services

6.1 Connections to the emergency numbers 110 and 112 are possible.

6.2 However, the emergency calls reception centre will be unable to determine the caller's location using the caller's transmitted telephone number. This means that immediate assistance cannot be guaranteed in the event of a call where the caller is unable to speak.

6.3 Emergency connections on 110 and 112 are established solely with the emergency calls reception centre which is locally allocated to the usual location of the end device specified by the customer. The usual location of an end device is determined by the specified emergency call location for the (telephone) extension through which the call is made with the end device.

6.4 The emergency call location of the extension is to be specified by the customer prior to the activation of the extension via a form generated on the web interface of telegra FON PRO when assigning the end device to an extension (location selection). The same shall apply accordingly to a change in a location already specified as an emergency call location.

6.5 If an end device is used at another extension (nomadic use) it cannot be guaranteed that the locally competent emergency call reception centre will be contactable.

6.6 The customer shall expressly inform co-users and employees of these restrictions when making emergency calls. The customer shall also review the emergency call locations on a regular basis using the PDF emergency calls overview made available on the service portal monthly and notify any deviations or change immediately.

## 7 Duties of the customer

7.1 The customer undertakes to comply with the currently valid statutory and regulatory requirements, in particular in connection with the use of call numbers.

7.2 The Customer undertakes not to misuse the services of the telegra Connect product. The customer shall in particular

- a. not send any information, items and other services that are legally prohibited or unsolicited, such as unwanted and unsolicited advertising by e-mail, fax, telephone or SMS, or dialler programmes which do not comply with the law;
- b. not make any illegal contact by means of telecommunications resources (§ 238 German Criminal Code (StGB));
- c. not transmit any information with illegal or immoral content or put it on the Internet or draw attention to such content. This includes, in particular, content which, as defined in §§ 130, 130a and 131 of the German Criminal Code, is used for the purposes of incitement, encourages crime or glorifies violence or trivialises violence, is sexually offensive, is pornographic within the meaning of § 184 of the German Criminal Code, is likely to seriously endanger the morals of children or young persons or to impair their well-being, or is likely to damage the reputation of telegra. The provisions of the German Interstate Treaty on the Protection of Minors from Harmful Media and the Youth Protection Act shall be observed;
- d. only use the services to create connections it has selected itself;
- e. not create any connections which lead to payments or other considerations by third parties being made to the customer;
- f. not pass on any connections or provide any interconnection services for commercial purposes.

7.3 The customer shall be further obliged, on placing the order, to provide telegra with truthful information about the expected volume of traffic, type of traffic and the traffic distribution (forecast) as a business basis for the contract to be concluded on this basis, and to update this information truthfully if this is necessary in the subsequent period. Actions in which it is expected that the call volume will exceed that of the forecast shall be agreed with telegra at least two weeks before the action and shall be confirmed in writing by telegra. Processing an unexpectedly high call volume can only be ensured by telegra if this has been previously agreed and confirmed in writing accordingly. In all other cases, telegra shall not guarantee that all the calls transferred by the interconnection partner can be accepted by the platform (IVR).

7.4 The customer shall maintain the subscriber network connection of its previous provider at its own expense until commissioning of network access to the public telecommunications network by telegra.

7.5 The customer shall notify the full call number block of the legitimate extensions as well as any change in this regard immediately.

7.6 The responsibility for contents to which telegra brokers access or the provision of which it makes possible shall be borne exclusively by the customer.

7.7 telegra reserves the right, in the interests of the customer, other customers and third parties, to protect against misuse or for reasons of consumer protection, to block calls to individual numbers, groups of numbers, countries or A-subscriber numbers. A list of all the corresponding blocks or restrictions, provided that they are established, shall be made available by telegra on request.

7.8 The customer shall indemnify telegra from all claims by third parties that are based on an unlawful use of the services of telegra by the customer or carried out with its approval, or which arise in particular from data protection, copyrights or other legal disputes that are associated with the use of the product. If the customer realises that a violation is imminent or if it should recognise this, it shall be obliged to inform telegra of this without delay.

## 8 Prohibition of transfer to third parties

The services provided by telegra may not be made over by the customer for use by third parties for commercial purposes without the consent of telegra.

## 9 Blocking access to the public telecommunications network

9.1 telegra shall be entitled to prohibit (block) the use of the service (access to the public telecommunications network) by the customer fully or partially (block)

- a. if the customer is in arrears with payment obligations in respect of telegra FON PRO totalling not less than 75 euros after deduction of any down payments;
- b. as soon as the termination of the contract takes effect, or
- c. if, because of a particular increase in calls in comparison with the previous six billing periods processed, the amount of telegra's claim for charges rises significantly and facts justify the assumption that the customer will complain about this demand for payment.

9.2 In the event that the customer falls into arrears

with payment, the block shall be notified to him in writing, giving a period of notice of at least two weeks, with a simultaneous warning and indication of the possibility of legal protection before the ordinary courts. The customer shall remain under an obligation to continued payment of the monthly fees even after the block has been set in place.

9.3 The customer shall bear the costs of blocking the connection and possibly for reconnection.

## 10 Term of the contract

10.1 The contract for the product telegra Connect is concluded for an unlimited term.

10.2 Unless otherwise provided for by agreements, the so-called exchange line (access to the public telephone network via local network number) may be terminated in writing giving a period of notice of one month to the end of the month. All other services (such as channels) may be terminated in writing at any time to the end of the month without giving a period of notice. The right of cancellation for good cause shall remain unaffected by this provision.

10.3 telegra shall especially be entitled to terminate a contract for good cause if the customer:

- a. makes abusive use of services or violates penal provisions in their use;
- b. is in arrears with the payment of fees or a significant proportion of the fees for two consecutive months or, in a longer period of time, for a sum amounting to the monthly price for two months;
- c. gives up the location prematurely and no longer uses the services permanently (e. g. due to relocation).

## 11 Other Information

11.1 Change of provider / call number porting

In order that the call number is ported in due time and the service is not interrupted for longer than one calendar day in the case of a change of provider, the following preconditions must be met by the customer:

- a. The contracts for the telegra FON PRO product group for the relevant location must be cancelled in due time to the end of the contractual term (= desired change date) by written notice to telegra. The customer must observe the different terms of the contracts (in particular any minimum terms of contract).

- b. If termination is made via the receiving provider by means of a porting request, the porting request fully completed in the customer area must be received by telegra within the period of notice. Adherence to such notice period shall also be the responsibility of the customer.
- c. telegra must receive the porting request fully completed in the customer area and sent by the receiving provider at least seven working days (Monday-Friday) before the end of the contract. In order that the receiving provider can meet this deadline, the customer must send the receiving provider the porting request fully completed in the customer area on time, taking account of its processing periods.

11.2 Arbitration proceedings

The customer may institute arbitration proceedings in a dispute with telegra as to whether telegra has fulfilled the obligations towards the customer as provided for in §§ 43a, 45 to 46 para. 2 and § 84 of the German Telecommunications Act (TKG) by an application to the Federal Network Agency. Applications to the Board of Arbitration of the Federal Network Agency may be submitted electronically in the online process or in writing by letter or fax. The Rules of Procedure may be obtained from the Federal Network Agency or on <http://www.bundesnetzagentur.de>.

## 12 Final provisions

If one or more of the conditions listed in these Special Terms and Conditions are ineffective based on the legal provisions, the effectiveness of the remaining conditions shall not be impaired. The parties undertake to replace the ineffective conditions by conditions equivalent to them in their economic result.