

Note: This text is a translation. The German version of this document is legally binding in all cases.

1. SCOPE

1.1 The following General Terms and Conditions ("Terms and Conditions for Telecommunication Services") apply to all contractual relationships between K-TEL Communications GmbH, Am Studio 2 A, 12489 Berlin, HRB 68738 - Berlin Charlottenburg (hereinafter referred to as "K-TEL"), on the one hand, and the customer, who is an entrepreneur (Section 14 of the German Civil Code (BGB), a legal entity under public law, or a special fund under public law, on the other hand. The contract is concluded between the customer named in the respective contractual document (single contract or order and order confirmation) and K-TEL.

1.2 These Terms and Conditions for Telecommunication Services apply to all contracts on the basis of which telecommunications services and other services based on or related to these services (hereinafter referred to as "Services" or "Products") are provided to the customer.

1.3 To the extent applicable, the provisions of the Telecommunications Act (TKG) on customer protection, the Telemedia Act (TMG), and any regulations issued thereunder shall apply, even if they are not expressly referred to in the following provisions.

1.4 Conflicting, supplementary, or deviating terms and conditions of the customer shall not apply unless K-TEL has expressly consented to their validity in writing. This reservation of consent shall apply in all cases, in particular if K-TEL, in full knowledge of conflicting or deviating terms and conditions of the customer, provides services or accepts them from the customer without further reservation or objection.

2. CONTRACTUAL CONTENT AND SEQUENCE OF APPLICABILITY

2.1 These General Terms and Conditions for Telecommunications Services contain the general provisions applicable to each service.

2.2 The rights and obligations of the customer and K-TEL arise in the following order: first, from the order confirmation, then from the customer order, the respective price list, the respective special terms and conditions/service descriptions, and these General Terms and Conditions. In the event of any discrepancies, the provisions of the respective prevailing regulation shall apply. Individual agreements made with the customer in individual cases (including ancillary agreements, additions, and amendments) always take precedence. They must be recorded in writing for clarification and documentation purposes.

2.3 The information contained in these General Terms and Conditions for Telecommunication Services and other contractual documents only constitute a guarantee beyond the statutory or agreed warranty if this is expressly stated in writing by K-TEL.

3. CONCLUSION OF CONTRACT

3.1 Unless expressly agreed otherwise, contracts are concluded upon receipt of an order confirmation from K-TEL in text form, but no later than upon provision of the service by K-TEL. Offers from K-TEL are generally subject to change unless they are expressly marked as binding. The customer's offer to conclude a contract ("order") must always be submitted in text form. K-TEL will confirm or reject the customer's order within thirty business days after the regularly required review of all technical and organizational details, unless a longer period is expected in individual cases due to obvious circumstances (e.g., vacation time, missing customer information, required public permits). K-TEL may refuse acceptance of the customer's order without stating reasons.

3.2 The conclusion of the contract is subject to K-TEL's technical and operational capabilities to provide network access to a public telecommunications network. K-TEL reserves the right to withdraw from the contract if the customer has failed to fulfill its obligation to cooperate. Sections 323 et seq. of the German Civil Code (BGB) apply.

4. SCOPE OF SERVICES

4.1 The nature and scope of the services to be provided by K-TEL are determined from the contractual basis pursuant to Section 2.2.

4.2 The use of the services provided by K-TEL on this basis regularly requires the use of terminal devices (e.g., routers) and other infrastructure facilities, such as in-house cabling. These facilities are only included in K-TEL's scope of services if expressly agreed. Performance losses or limitations resulting from the use of the customer's own technical equipment or terminal devices shall not be borne by K-TEL.

4.3 When using telecommunications networks of other providers, K-TEL's obligation to provide services is generally limited to providing the customer with access to this network. Services offered by third parties are not included in K-TEL's scope of services, even if they are used as part of K-TEL's services. The same applies to content offered by third parties that can be accessed via K-TEL's services.

4.4 If technical equipment or terminal equipment is provided to the customer for the term of the contract, these remain the property of K-TEL, unless otherwise agreed. K-TEL must be informed immediately if the property right is impaired due to seizure, damage, or loss. If the customer is responsible for the impairment, K-TEL may terminate the contract with immediate effect and demand compensation. In the event of revocation or termination of the contract (e.g., termination), the provided terminal equipment must be returned immediately. If the equipment is not returned, K-TEL may invoice the customer for the technical equipment and terminal equipment.

4.5 If K-TEL deems it necessary for technical and/or operational reasons, it may replace this equipment at any time during the term of the contract.

4.6 K-TEL is entitled to engage third parties to provide its own services. To the extent that K-TEL is required to provide or provide a service that depends on necessary preliminary work by third parties (e.g., availability of transmission paths or facilities from other network operators and providers) or approvals, K-TEL's obligation is subject to the proviso that these are actually carried out, on time, and to the appropriate quality. K-TEL shall not be liable or obligated to perform in this regard unless K-TEL is guilty of gross negligence or willful intent.

5. DATES AND DEADLINES

5.1 Dates and deadlines for the commencement of services are only binding if they have been expressly agreed upon between the contracting parties or expressly confirmed in writing by K-TEL. Dates are also non-binding because details of the technical implementation (e.g., time of provision) cannot always be conclusively clarified at the time the contract is concluded.

5.2 If the customer fails to fulfill its cooperation obligations on time or in full, or in cases of force majeure, the dates and deadlines shall be postponed by a reasonable period.

5.3 If, as part of the installation work to be performed by K-TEL under the contract, hardware or software upgrades are required at the customer's premises that were unforeseeable for K-TEL at the time of conclusion of the contract, the delivery time also depends on the delivery by the relevant sub-supplier. Any resulting delays shall not be borne by K-TEL.

5.4 Unless otherwise agreed, the following applies: Saturdays, Sundays, and all federal and state holidays are not considered business days. Regular working hours at K-TEL are between 9:00 a.m. and 5:00 p.m. on working days (Monday to Friday).

6. PRICES AND PAYMENT TERMS

6.1 Fees

6.1.1 The customer is obligated to pay the agreed fees on time. The amount of the fees to be paid by the customer is determined by the agreements concluded with the customer in the individual case, or alternatively by the respective product-specific price lists valid at the time the contract is concluded. Unless expressly agreed otherwise, the fees to be paid are net fees plus the applicable sales tax.

6.1.2 Unless otherwise specified, the monthly, non-usage-based fees are to be paid pro rata, beginning on the day the contractually agreed services are ready for operation, and thereafter on a calendar-monthly basis in advance. If monthly fees are to be paid for parts of a calendar month, each day of the month for which a payment obligation exists will be calculated at 1/30 of the monthly fee. All other fees are to be paid after the service has been provided. This applies in particular to all usage-based services and all one-time fees.

6.1.3 One-time provision fees and usage-independent fees are, unless otherwise agreed, per commissioned or developed individual location. K-TEL is entitled to request advance payments of a reasonable amount after the order has been placed and/or based on the progress of the installation. Other fees, in particular for special services not covered by the agreed or alternatively standard scope of services, will be invoiced according to the hourly rates for K-TEL technicians valid at the time of the order according to the price list and the costs incurred (e.g., material costs).

6.1.4 The customer's obligation to pay the agreed fees does not cease even if the customer did not use the service themselves but through third parties, unless the customer proves that the use is not attributable to them. The customer is obligated to report any unauthorized use immediately.

6.2 Invoicing

6.2.1 Invoicing is generally done monthly. However, K-TEL reserves the right to invoice at shorter or longer intervals. 6.4.1. and the payment deadlines remain unaffected.

6.2.2 If the customer has ordered several products/services from K-TEL, K-TEL is entitled to issue a combined invoice for the customer if the customer has provided the same billing address for the services and the same account for the direct debit authorization.

6.2.3 The invoice will be provided to the customer in paper form or online in electronic form (hereinafter referred to as "online invoice"), depending on the agreement. K-TEL may charge a monthly fee for the transmission of a paper invoice in accordance with the respective product-specific price lists.

6.2.4 If an online invoice has been agreed upon, K-TEL will send it to the customer by email to their email address. Upon receipt of this email, the online invoice is

deemed received. The customer ensures that they regularly check their email inbox and access their incoming messages so that they can be informed immediately of any incoming messages.

6.3 Exclusion of Objections

Objections to K-TEL's fee statements must be submitted to K-TEL in writing within eight weeks of receipt of the invoice. If the customer does not raise an objection within this period, the invoice is deemed to have been approved by them. K-TEL will inform the customer in the invoice of the possibility of raising an objection and of the consequences of failing to raise an objection within the deadline. The customer's statutory claims for justified objections remain unaffected even after the deadline has expired. The receipt of the objection by K-TEL is decisive for compliance with the deadline.

6.4 Payment Terms

6.4.1 The customer's obligation to pay begins with the operational provision of the service. If monthly fees are payable for parts of a calendar month, each day of the month for which payment is due will be charged at 1/30 of the monthly fee. All other fees are to be paid by the customer after the service has been provided.

6.4.2 The invoice amount must be credited to the account specified in the invoice by cashless payment no later than 10 days after receipt of an invoice. K-TEL is not obligated to accept payments by check. If a SEPA direct debit mandate exists, K-TEL will debit the fee owed by the customer from the account. The customer must ensure sufficient funds after receipt of the invoice.

6.4.3 After the customer defaults, K-TEL is entitled to demand flat-rate compensation from the customer for each reminder in accordance with the price list applicable at the time the contract is concluded. If a chargeback occurs within the scope of a legitimate collection based on a granted direct debit authorization/SEPA direct debit mandate, K-TEL may demand a flat-rate compensation for each chargeback in accordance with the price list applicable at the time the contract was concluded. With regard to the above-mentioned flat-rate compensation, both parties have the right to prove that the actual damage is lower or higher. Further claims for late payment remain unaffected.

6.4.4 Unless otherwise agreed, the customer grants K-TEL a SEPA direct debit mandate to simplify the process. For other payment methods, K-TEL may demand reimbursement of the additional expenses from the customer in accordance with the product-specific price list applicable at the time the contract was concluded. The customer's right to provide evidence that K-TEL incurred no or only a lower expense remains unaffected.

6.4.5 The customer undertakes to use an account with a domestic bank or a bank domiciled in the EU for payment transactions within the scope of the business relationship with K-TEL. If K-TEL incurs additional costs due to the processing of payment transactions via the customer's bank account in a third country, K-TEL is entitled to invoice these to the customer.

6.4.6 Payments to K-TEL must be made exclusively to the bank account known to the customer and specified in the invoice. Changes to K-TEL's bank account details will be communicated to the customer exclusively in writing and require additional confirmation via a two-step authentication process (2-factor authentication) to be effective. The customer is obligated to consult an authorized K-TEL contact person by telephone for this purpose.

Furthermore, payments to an account other than the one specified in the invoice are made at the customer's own risk. K-TEL assumes no liability for damages resulting from payments to unauthorized accounts.

6.5 Offsetting / Retention

6.5.1 The customer is only entitled to offset claims against K-TEL's claims if their counterclaim is undisputed or has been legally established.

6.5.2 The customer is only entitled to assert a right of retention to the extent that their counterclaim is based on the same contract, is undisputed, or has been legally established.

6.6 Blocking and other rights of refusal

a) K-TEL's authority to block publicly accessible telephone services for the customer is governed by statutory provisions, in particular Section 45k of the Telecommunications Act (TKG).

b) Other statutory rights of K-TEL, in particular the right to refuse to provide services other than publicly accessible telephone services in the event of a service disruption (e.g., through a blocking or retention), remain unaffected. K-TEL is particularly entitled to do so if:

- the customer defaults on payment of at least two monthly fees,
- the customer violates their obligations and duties (Section 7) and K-TEL cannot reasonably be expected to continue providing services,
- there is good cause for immediate termination,
- there is a significant increase in the number of connections and the amount of K-TEL's fee claim, and facts justify the assumption that the customer will object to this fee claim,
- K-TEL will generally notify the customer of a block in advance, in writing, by telephone, via SMS, or by email. K-TEL will limit the block to specific services, as far as technically possible and reasonable given the circumstances. K-TEL will only maintain a block if the reason for the block continues to exist.

c) The customer remains obligated to pay the agreed fee even in the event of a justified block or withholding of services. In the event of a justified disconnection, K-TEL may also charge a flat-rate reimbursement of expenses for reconnection after the disconnection, in accordance with the price list applicable at the time of contract conclusion. The customer is free to provide evidence that no expenses were incurred or that only a lower amount was incurred.

6.7 Security

K-TEL is entitled to satisfy itself from any security provided by the customer in accordance with the agreement if the customer is in default with a payment. If K-TEL calls on the security, the customer is obligated to immediately renew it in the originally agreed amount if the contract is continued.

7. CUSTOMER'S OBLIGATIONS AND DUTIES

7.1 The customer shall provide K-TEL with all information required for the operation and installation of the contractual services, in a timely and truthful manner. The customer commissions K-TEL's services for their commercial or freelance activities. If they conclude the contract exclusively as a consumer for their private use, they must specifically inform K-TEL of this. The customer must immediately notify K-TEL of any changes, in particular of their name, company name, entrepreneurial status, address, billing address, bank details, legal form, as well as fundamental changes to their financial circumstances (e.g., filing for insolvency proceedings, insolvency). If the customer fails to comply with these obligations, K-TEL is entitled to charge the customer for the costs incurred in obtaining the necessary information. Furthermore, the customer is prevented from claiming later receipt if K-TEL has sent declarations to the last known address in a timely manner and delays occur due to re-delivery or necessary investigations into the new address.

7.2 As soon as the customer receives K-TEL's services for the first time, they must immediately check them for compliance with the contract and report any obvious and/or discovered defects. Any defects in the service provided by K-TEL discovered later must also be reported immediately. Within the scope of its obligation to mitigate damages, the customer must immediately take all precautions that are recognizable and possible and that are suitable, necessary, and reasonable to protect K-TEL's facilities at the customer's premises and K-TEL's telecommunications network.

7.3 The customer shall provide K-TEL with all necessary technical facilities required for the provision of the service but not contractually required to be provided by K-TEL, such as suitable installation rooms, electricity, and grounding, free of charge and in a timely manner, and shall maintain these in a functional and proper condition during the term of the contract.

7.4 If K-TEL has installed technical equipment (including transmission paths) on the customer's property or premises, the customer shall grant K-TEL's employees or vicarious agents access to the technical equipment at any time after registration, provided this is necessary for the provision of services and is reasonable for the customer. The same applies if the deinstallation of K-TEL's technical equipment is necessary after termination of the contract.

7.5 The customer must protect K-TEL's technical equipment from unauthorized interventions by its own employees or third parties, refrain from any interventions themselves, and immediately notify K-TEL of any identifiable damage or defects to such technical equipment. Any measures or actions, particularly on the property or premises (e.g., construction and renovation work), that are likely to impair the operation of K-TEL's technical equipment must be coordinated with K-TEL in a timely manner.

7.6 The customer undertakes not to connect any hardware terminal equipment and/or software that does not comply with the relevant legal regulations or whose connection to public telecommunications networks is prohibited to K-TEL's technical equipment or to use it via it. The customer must protect K-TEL's connection from interference by external electrical voltage and/or magnetic influences and undertake not to endanger the physical and logical structure and functionality of the networks used through the use of K-TEL services.

7.7 The customer must not disclose any user names or passwords provided to them to third parties and must keep them protected from unauthorized access by third parties. The customer must change passwords immediately or arrange for them to be changed if there is reason to suspect that unauthorized persons have gained knowledge of the password. It is recommended to change passwords regularly for security reasons.

7.8 The customer is solely responsible for ensuring compliance with recognized data security principles against all types of data loss, data corruption, transmission errors, or other disruptions. Backup of customer data by K-TEL is only part of the scope of services if and to the extent that this is expressly agreed upon.

7.9 Unless expressly provided for in the contract or other product-specific documentation, the customer may not grant third parties permanent exclusive use of the contractual services without K-TEL's prior written consent, nor may they provide any services of any kind based on K-TEL's services. Unauthorized transfer of use and unauthorized resale entitle K-TEL to terminate the contract without notice after unsuccessful warning.

7.10 The customer is solely responsible for the content they make accessible to third parties, even if they use K-TEL's technical services for this purpose; this content is generally considered third-party information to K-TEL. It is expressly prohibited to offer, access, transmit, make available, or refer to illegal or immoral content and/or information via the services provided, particularly if such content incites ra-

cial hatred within the meaning of Sections 130, 130a, and 131 of the German Criminal Code (StGB), glorifies or trivializes violence and war, incites others to commit crimes, is sexually offensive or pornographic within the meaning of Section 184 of the German Criminal Code (StGB), disregards human dignity, and/or is likely to seriously endanger the moral well-being of children and young people or impair their well-being. It is also prohibited to use K-TEL's services for behavior that is perceived as threatening or harassing, or that causes damage to K-TEL or third parties.

7.11 The customer may not misuse the provided services, in particular:

- Do not send or transmit any information, items, or other services (e.g., unauthorized advertising, harmful programs) whose sending or transmission is prohibited by law, e.g., do not make calls and/or transmit data that harm, harass, or threaten others.
- Do not add another phone number to the local number for outgoing calls and transmit it to the public telecommunications network if the user does not have the right to use the corresponding number or if the number is not permitted as an added phone number. German telephone numbers for directory assistance, mass transit services, innovative services, or premium services, as well as numbers for speed-dial voice services, may not be set up by subscribers as additional telephone numbers and transmitted into the public telecommunications network.
- Refrain from any action that could lead to an overload of the network capacity of the K-TEL telecommunications network or the telecommunications networks provided via K-TEL or interconnected with it, e.g., the Internet (e.g., by using the K-TEL voice connection for systematic and automated connection setup in order to scan switched connections).
- Voice modules may only be used for voice connections, and data modules may only be used for data connections.

7.12 The customer must ensure and is responsible for ensuring that all obligations incumbent upon them are also complied with by third parties who use the contractual services provided to them.

7.13 If the customer culpably fails to fulfill its obligations and duties, K-TEL may demand compensation for the resulting damages, including any additional expenses. Furthermore, in the event of any abusive and/or unlawful activity, as well as if there are reasonable grounds for suspicion of such a breach of duty, K-TEL is entitled to block the respective service or functionality from which the breach originates, delete the relevant content, and notify the relevant authorities. K-TEL will notify the customer immediately of such blocking/deletion. The customer shall indemnify K-TEL against all justified claims brought against K-TEL by third parties arising from the breach of one of these obligations, unless the customer can provide evidence that the customer was not responsible for the breach of duty that caused the damage.

8. CONTRACT TERM AND TERMINATION

8.1 The contract term and notice periods are set out in the provisions listed in Section 8.2. If no agreement is made therein, the following applies:

- The contract is concluded for a minimum term of 24 months.
- The contractual relationship can be terminated by either party with three months' notice, for the first time at the end of the minimum term.
- If the contract is not terminated within the agreed time period, the contract will be extended for a further 12 months.
- For framework agreements, the agreed terms and notice periods apply separately to each individual service commissioned under the framework agreement.

8.2 The term begins on the contractually agreed date. If no such agreement is made, the term begins on the date of the first full activation or operational provision of the contractually agreed services.

8.3 The right to termination without notice for good cause remains unaffected for both parties. For K-TEL, a good cause exists, for example, if:

- the customer defaults on payment for two consecutive months, for a period of more than two months, by an amount corresponding to the average fees owed for two months. To the extent that a special statutory provision for the right to block access (e.g., Section 45k of the Telecommunications Act) applies to the contract, termination without notice is only permissible if K-TEL is also entitled to block access;
- the customer violates a material obligation under this contract ("cardinal obligation") and, despite a written reminder within one week of receipt of this reminder, does not take appropriate measures to immediately remedy this breach of contract. A warning is unnecessary in the case of grossly breaching the contract;
- a significant deterioration in the customer's financial circumstances or the value of a security occurs or threatens to occur, thereby jeopardizing the fulfillment of an obligation to K-TEL, even if security provided for this purpose is realized;
- an application for the opening of insolvency proceedings against the customer's assets is rejected or discontinued due to insufficient assets, or proceedings for its dissolution, liquidation, or winding-up are initiated;
- the customer ceases its business activities or is insolvent;
- the customer definitively prevents the complete installation and production

of the contractual service through their culpable, breaching of duty or omission, or significantly impedes this for a period of more than one day, making it unreasonable to adhere to the contract;

- the customer otherwise seriously breaches their contractual obligations, in particular their duty to cooperate and obligations;
- the customer otherwise acts in breach of contract; this includes, in particular, all violations of criminal law provisions resulting from the customer relationship, as well as the misuse of the contractual services, including the impairment of service quality and functionality.

8.4 If K-TEL defaults on the service owed, liability shall be governed by the provisions set out in Section 13, unless otherwise stipulated in the individual contract or in the documents listed in Section 2. Irrespective of any other requirements, extraordinary termination of the contract requires, in any case, that K-TEL fails to comply with a grace period of at least ten working days set by the customer.

8.5 Unless otherwise agreed, any termination must be in writing. Electronic termination is only effective if the electronic document bears a qualified electronic signature and is received by the recipient in a manner that allows verification of the signature. Section 127 (2) of the German Civil Code (BGB) does not apply to terminations; termination by email, for example, is excluded. The right of termination pursuant to Section 649 of the German Civil Code (BGB) for work services is excluded.

8.6 K-TEL will implement a change of provider in accordance with the applicable legal requirements of Section 46 of the German Telecommunications Act (TKG).

8.7 If K-TEL terminates the contractual relationship without notice for good cause for which the customer is responsible, the customer is obligated to compensate K-TEL for any resulting damages. K-TEL may claim lump-sum compensation in the amount of the fixed monthly base price or the monthly minimum fee for tariffs without a fixed base price, which would have been payable by the customer from the effective date of the extraordinary termination until the next regular termination date. The customer is free to provide evidence that K-TEL suffered no or only minor damages as a result of the termination.

8.8 Premature termination of contracts once concluded will generally not occur, except in cases provided for by law (e.g., according to Section 314 of the German Civil Code). In exceptional cases, K-TEL may agree to a mutually agreed early termination. Consent to early termination is generally dependent on the payment of compensation. The amount of compensation is determined by K-TEL on a case-by-case basis and generally includes the revenue calculated up to the regular conclusion of the contract, less any interest accrued in the case of a one-time payment before the due date (discounting).

8.9 If the provision of services depends on advance services provided by third parties (e.g., other telecommunications providers), K-TEL is entitled to terminate the contractual relationship with immediate effect if the advance services are not provided by the third parties or if the underlying contractual relationship is terminated by the third parties. K-TEL is obligated to inform the customer immediately of the unavailability of the service and to reimburse any consideration already provided. In this case, the customer is only entitled to claim damages if the reason for termination was caused intentionally or through gross negligence on the part of K-TEL.

9. ACCEPTANCE

9.1 Unless otherwise stipulated in the documents referred to in Section 2, K-TEL's services are deemed to have been accepted if the customer does not refuse acceptance in writing within ten working days of receipt of the written notification of readiness for acceptance by K-TEL. Timely receipt of the refusal of acceptance by K-TEL is decisive for compliance with the deadline. K-TEL will explicitly inform the customer of the significance of their silence in its notification of availability. Upon the customer's request, K-TEL will prepare an acceptance report.

9.2 Unless otherwise agreed, K-TEL may provide partial deliveries or partial services for acceptance (partial acceptance). This includes self-contained phases or functional parts (e.g., site connections) to fulfill the overall services.

10. CHANGES TO THE GENERAL TERMS AND CONDITIONS FOR TELECOMMUNICATIONS SERVICES / SPECIAL TERMS AND CONDITIONS / SERVICE DESCRIPTIONS / PRICE LISTS /

10.1 K-TEL is entitled to adjust the agreed fees in the event of changes in:

- statutory sales tax,
- costs for services of other providers to which K-TEL grants the customer access under the contract,
- costs for special network access and interconnections,
- fees and costs due to official or judicial decisions, such as those of the Federal Network Agency,

from the time of the change and in the amount of the change, by issuing a unilateral declaration to the customer. 10.2 Amendments to these General Terms and Conditions for Telecommunications Services, the associated Special Terms and Conditions, or the service description can be agreed upon by K-TEL and accepted by the customer. K-TEL's offer is made by notification of the changes to the content. If the customer remains silent on K-TEL's offer or does not object within 6 weeks of receiving the notification of the change and continues to use K-TEL's services,

this constitutes acceptance of the offer, and the changes become effective, provided that K-TEL has expressly informed the customer of this consequence in the notification of the change. If the customer objects to the offer within the specified time limit, the contract will continue under the previous terms and conditions.

10.3 Amendments to the General Terms and Conditions for Telecommunications Services, the associated German Civil Code (BGB), or the service description according to 10.2 can only be agreed upon if the change does not significantly shift the relationship between performance and consideration to the customer's disadvantage.

11. SERVICE RESTRICTIONS, FORCE MAJEURE

11.1 K-TEL is entitled to modify services (e.g., for software updates or upgrades) or to temporarily restrict or discontinue them if this is necessary due to a judicial decision or an official measure, for reasons of public safety, for the security of network operations, to maintain network integrity, for service interoperability, to ensure data protection, to prevent illegal or abusive use, or to improve performance.

11.2 The same applies to service restrictions or discontinuations that occur due to necessary maintenance, installation, and reconstruction work. K-TEL will inform the customer of the aforementioned measures as well as any necessary construction work and coordinate these with the customer. K-TEL will make all reasonable efforts to reduce the restrictions to the minimum possible and to eliminate them as soon as possible.

11.3 If service restrictions or suspensions, in particular temporary disruptions or interruptions to K-TEL's services, are due to force majeure, K-TEL shall be released from its obligation to provide services for the corresponding period, without the customer being entitled to derive any claims. Force majeure shall be deemed to include all impediments to performance that are unforeseeable, unavoidable, and beyond K-TEL's control. These events include, in particular, natural disasters, fire, industrial action – including in third-party companies – and power outages.

11.4 The above restrictions shall not be considered disruptions or downtimes when calculating the service times agreed with the customer (e.g., availability times), unless K-TEL is responsible for these restrictions due to its own breach of contract.

12. PROVISIONS / USE OF PROPERTY

12.1 The technical equipment (e.g., hardware) and facilities (including transmission paths) installed by K-TEL or provided for use by the customer within the scope of the contractual agreements remain the property of K-TEL, unless otherwise agreed. The customer must treat these items with care, refrain from any interference with them, and immediately report any damage or malfunctions. After the end of the contract term, unless deinstallation by K-TEL is necessary, they must be immediately handed over to K-TEL at the customer's expense or returned to K-TEL. If technical equipment is provided to the customer for the use of K-TEL services, the customer receives a non-transferable, non-exclusive, and non-sublicensable right to use the software installed in the technical equipment for the duration of the contract term. Otherwise, all rights to the software remain with K-TEL or the respective author.

12.2 If K-TEL must enter third-party property to provide the contractual service, the customer must ensure that K-TEL is provided with the necessary access.

12.3 If the customer's connection requires the laying of telecommunications lines, K-TEL may require the customer to submit an application from the real estate owner (e.g., owner) for the conclusion of a contract for the use of the property in accordance with the appendix to Section 45a of the Telecommunications Act (TKG) (Use Agreement). K-TEL may terminate the contract without notice if the customer does not submit the application within one month or if an existing use agreement is terminated by the real estate owner. The customer may terminate the contract without notice if K-TEL does not accept the timely submitted application within one month by sending the contract signed by K-TEL.

In the event of a change of the property owner or other rightful owner during the term of the contract, the customer shall ensure that the new property owner or rightful owner assumes the usage contract or submits a new application for a usage contract.

13. LIABILITY

13.1 To the extent that K-TEL, as a provider of publicly available telecommunications services, is obligated to compensate an end user for financial loss and this loss is not based on an intentional act by K-TEL, K-TEL's liability is limited to a maximum of €12,500.00 per end user. If the liability for damages arises from a single act or a single damaging event against multiple end users and this is also not based on intent, the liability for damages is limited to a maximum of €10 million, notwithstanding the limitation in sentence 1. If the compensation payable to several injured parties due to the same event exceeds the maximum limit, the compensation shall be reduced in proportion

to the sum of all claims for damages relative to the maximum limit. The limitation of liability pursuant to sentences 1 to 3 does not apply to claims for compensation for damages resulting from late payment of damages.

13.2 For property damage and for financial losses not covered by 13.1, K-TEL shall be liable without limitation in cases of intent and gross negligence. Otherwise, K-TEL shall only be liable for culpable breaches of obligations whose fulfillment is essential for the proper performance of the contract and on whose compliance the customer may regularly rely. In such cases, liability shall be limited to compensation for damages typical for the contract and foreseeable. Damages of a maximum of €12,500.00 shall be considered typical for the contract and foreseeable.

13.3 The limitations of liability do not apply in cases of mandatory statutory liability, in particular for injury to life, limb, or health, under the Product Liability Act, when a guarantee for the quality of the services is assumed, or in cases of fraudulent intent.

13.4 For the loss of customer data, K-TEL is liable under the aforementioned clauses only to the extent of its own negligence and only if the customer has backed up its data daily and the data can be restored from the backup with a not entirely disproportionate effort.

13.5 For damaging events or disruptions (including the failure to establish or interruption of a telephone call) that occur on transmission paths or switching equipment of other third parties, in particular other providers or network operators, K-TEL is only liable to the extent that K-TEL is entitled to claims for damages against the other providers and third parties. K-TEL may fulfill its obligations to the customer by assigning these claims for damages. Further liability of K-TEL is excluded in these cases. This does not apply if the events or disruptions causing damage were caused by K-TEL or its vicarious agents.

14. CREDITWORTHINESS CHECK AND SECURITY PROVISION

14.1 If there are reasonable doubts about the creditworthiness of the customer before or after the conclusion of the contract, e.g. because, based on information obtained, it is to be expected that the enforcement of claims against the customer will be associated with considerable difficulties, or because the customer is in arrears with obligations under other (existing or previous) contracts, such contracts have not been processed in accordance with the contract, or similar cases exist, K-TEL may demand the provision of appropriate security, e.g. in the form of an interest-bearing deposit or a directly enforceable guarantee from a credit institution domiciled in the EU. K-TEL may restrict access to its services if the customer does not provide security or does not provide sufficient security, if an existing security does not provide adequate protection against default (e.g., if the customer has provided a statutory declaration or has not complied with a request to provide it), or if there is another serious reason, e.g., if the customer provides incorrect information, or if there is reasonable suspicion that the customer is using or intends to use the services with fraudulent intent. Any security provided will be released after termination of the contractual relationship if the customer has settled all of K-TEL's claims.

14.2 K-TEL is entitled to offset the security against any claims that the customer fails to settle despite the due date and a reminder. K-TEL must return the security if the above-mentioned conditions no longer apply.

15. CREDIT AGENCIES

15.1 K-TEL is entitled to obtain information about the customer from credit agencies as part of the credit check and to protect against defaults. Furthermore, K-TEL is entitled, to the extent necessary in connection with the performance of the contract and with the customer's consent, to obtain general, standard banking information from the customer's account-holding bank for the purpose of credit checks.

15.2 Based on the customer's consent, K-TEL will transmit data about the application, initiation, and termination of the telecommunications contract to credit agencies, in particular Creditreform Berlin Brandenburg Wolfram KG ("Creditreform"), and receive information about the customer from them. Data transmission and storage are carried out in accordance with data protection regulations and only to the extent necessary to protect the legitimate interests of K-TEL, a contractual partner of the credit agency, or the general public, and the legitimate interests of the customer are not compromised. Irrespective of this, K-TEL may also transmit data to the credit agency regarding non-contractual conduct (e.g., termination due to late payment, enforcement measures). According to the Federal Data Protection Act, these reports are only made to the extent permissible after weighing all affected interests. Within the scope of the customer's consent, Creditreform stores and transmits the data to affiliated credit institutions, credit card companies, leasing companies, retail companies, including mail-order companies, and other companies that commercially grant money or trade credit or offer telecommunications services in order to provide them with information for assessing customer creditworthiness. Address data may be transmitted to companies that have contractual agreements with Creditreform for the purpose of debtor identification. Creditreform only transmits objective data without specifying the lender; subjective value judgments, personal income, and financial circumstances are not included in SCHUFA reports. Creditreform only provides data if a legitimate interest in the data transfer has been credibly demonstrated in the individual case. When providing information, Creditreform may additionally provide its contractual partners with a probability value calculated from its database for assessing the credit risk (scoring procedure). Information about the stored data concerning the customer is available at the following address: Cre-

ditreform Berlin Brandenburg Wolfram KG, Karl-Heinrich-Ulrichs-Str. 1, 10787 Berlin, www.creditreform-bb.de.

16. DATA PROTECTION

16.1 K-TEL is entitled to collect, process, store, use, or disclose the customer's personal data (in particular, inventory and traffic data) that it becomes aware of within the scope of the contract, in compliance with the applicable statutory or regulatory provisions on data protection.

16.2 The data will be used exclusively for the purpose of establishing, amending, and executing the contract, as well as to protect its own legitimate interests (e.g., combating misuse, defending against claims for damages). Furthermore, the data may be used if a law or other legal provision permits or requires this, or if the customer has consented to such use.

16.3 K-TEL will only use inventory data (e.g., name, address) for advising the customer, advertising its own offers, and for market research if the customer has consented to this. The customer may object to this use of their data at any time or revoke their previously granted consent.

16.4 K-TEL is entitled to disclose inventory and traffic data to third parties if this is necessary for the collection of connection charges or due to a legal obligation. Third parties employed by K-TEL are contractually obligated to maintain telecommunications secrecy and comply with data protection regulations in accordance with the Telecommunications Act.

16.5 Data stored for the purpose of proper fee calculation and billing will be deleted by K-TEL for data protection reasons after the expiry of the legally stipulated deadlines, unless the customer has requested immediate deletion.

17. DISPUTE RESOLUTION PROCEDURE ACCORDING TO SECTION 47a TKG

The customer who neither operates telecommunications networks themselves nor is a public telecommunications provider may, in accordance with Section 47a TKG, request arbitration proceedings with the Federal Network Agency in the event of a dispute regarding K-TEL's obligations set out in this provision. Further details are governed by the currently valid Arbitration Rules of the Federal Network Agency. Information is available online at www.bundesnetzagentur.de. The customer must submit an informal application to the Federal Network Agency. Its address is as follows: Federal Network Agency for Electricity, Gas, Telecommunications, Post and Railways, Tulpenfeld 4, 53113 Bonn. The arbitration procedure shall only be conducted upon customer request and shall not prevent either party from simultaneously asserting its rights independently of the arbitration procedure, in particular in court. Legal assertion may render arbitration inadmissible or terminate it.

18. SUPPLEMENTAL PROVISIONS FOR WORK SERVICES

18.1 The customer must submit complaints about defects in writing, including a comprehensible description of the defect symptoms and, where possible and necessary for verification, by submitting records, copies, or other documents illustrating the defects. If the performance of the service is defective in a way that significantly impairs its contractual use and its agreed or generally customary functionality, the customer shall initially have the right to subsequent performance, which may be fulfilled by K-TEL, at its discretion, through repair or replacement. The customer must grant K-TEL a reasonable period of time for subsequent performance upon its first request. If subsequent performance fails twice or if K-TEL refuses subsequent performance, the customer reserves the right to demand either cancellation of the contract or a reduction in the remuneration with regard to the affected work. In the case of an insignificant deviation in the service that does not limit its functionality, the customer may only demand a reduction in the remuneration.

18.2 If K-TEL has provided services for defect detection after notification of a defect and no defect exists, the customer shall bear the resulting costs.

18.3 Liability for material defects expires for services that the customer uses contrary to the contractually agreed terms or the operating instructions, which the customer modifies, or which he interferes with in any other way, unless the customer proves that the interference is not the cause of the defect. Liability for material defects also expires if the customer does not immediately notify K-TEL in writing of a defect after becoming aware of it.

18.4 In the case of defects of title, K-TEL provides a warranty by providing the customer, at its discretion, with a legally flawless opportunity to use the contractual service or by taking back the contractual work less reasonable compensation for use. The latter is only permissible if another remedy is unreasonable for K-TEL.

18.5 If the object of performance is subsequently moved to a place of performance other than the contractually agreed place of performance, the customer's claims for expenses required for subsequent performance are excluded. This applies in particular to expenses such as transport, labor, and material costs.

18.6 Warranty claims shall expire within one year from the acceptance of the respective work. This shall not apply if the law stipulates a different limitation period, in particular if K-TEL has fraudulently concealed the defect, if the work consists in the construction of a building or the provision of planning or monitoring services for this purpose, or if K-TEL has provided a special guarantee for the quality of the work, if damage has been caused by injury to life, limb, or health, or if damage was caused intentionally, through gross negligence, or through the slightly negligent breach of a material contractual obligation.

19. OTHER PROVISIONS

19.1 A transfer of the customer's rights and obligations under this contract is only permitted with the prior written consent of K-TEL. K-TEL may only refuse consent for objective reasons. K-TEL may transfer the rights and obligations under this contract to a third party. The transfer will not become effective if the customer objects in writing within four weeks of receiving a corresponding notification; K-TEL will indicate this in the notification.

19.2 If the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, or if the customer has no general place of jurisdiction in Germany, the place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship shall be the registered office of K-TEL. However, K-TEL reserves the right to initiate legal proceedings against the customer at the customer's general place of jurisdiction. Any exclusive place of jurisdiction remains unaffected.

19.3 German law applies to the contractual relationship between the parties.

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AMENDMENT

8.5 Unless otherwise agreed, any termination must be in writing. Written form within the meaning of Section 126 of the German Civil Code (BGB) may be replaced by electronic form pursuant to Section 126a of the German Civil Code (BGB).

Termination in electronic form is only effective if the electronic document is provided with a qualified electronic signature and is received by the recipient in a manner that allows verification of the signature. Section 127 (2) of the German Civil Code (BGB) does not apply to terminations; termination by email, for example, is excluded. The right of termination pursuant to Section 649 of the German Civil Code (BGB) is excluded for work services.

EXPLANATION

Additional clarification that termination by qualified digital signature is permitted.