

General Terms and Conditions GoTel Telecom \$

- (1) The Agreement shall come into effect after the reception of the Order Confirmation and shall be unlimited in time.
- (2) The Agreement may be terminated by either Party with effect as of the end of a calendar month or where permitted by law. For any termination to be effective, a Party's written notice of termination must be received by the other Party no later than 3 months prior to the date of termination.

12. Termination for Cause / Suspension of Services

- (1) A Party ("Non-Defaulting Party") may by written notice terminate the Agreement for the default of the other Party ("Defaulting Party") with immediate effect, if
 - (i) the Defaulting Party
 - a) should fail to fulfil any of its obligations under the Agreement, and
 - b) such failure has material effect, and
 - c) does not remedy such failure within 30 days after having received a request for such remedial action from the Non-Defaulting Party or, in case the Parties agree that the failure is not possible to remedy within such time period, appropriate actions to remedy the failure have not been taken within said time period;or
 - (ii) the Defaulting Party passes a resolution, or the competent court issues an order that the Defaulting Party would be wound up (otherwise than for the purposes of a bona fide scheme of solvent amalgamation), or
 - (iii) a receiver, manager or administrator on behalf of a creditor is appointed in respect of the Defaulting Party's business or any part thereof, or
 - (iv) circumstances arise which entitle the competent court or a creditor to appoint a receiver, manager or administrator or which entitle the court (otherwise than for the purposes of a bona fide reconstruction or amalgamation) to make a winding-up order, or
 - (v) the Defaulting Party is unable to pay its debts or any event with similar effect occurs under the laws of any jurisdiction applicable to the Defaulting Party.
- (2) GoTel Telecom AG may suspend Services or terminate the Agreement, effective upon notice, should Customer's or End User's use of the Services or content, directly or indirectly, actually or allegedly (i) violate any applicable law, regulation, rule or order of any applicable regulatory authority or court of competent jurisdiction, (ii) infringe or constitute the unauthorized use of any patent right, copyright, trademark, service mark, trade name or other intellectual property right of any third party, (iii) constitute or involve the misappropriation of any trade secret or other intellectual property right of any third party, or (iv) be used for or involved in any defamatory, threatening or obscene purpose or (v) violate, the "Acceptable Use Policy".
- (3) In the event GoTel Telecom AG has the right to terminate the Agreement for cause as set out above, GoTel Telecom AG may also suspend without liability the fulfilment of its obligations derived from the Agreement upon written

notice for the time the event constituting the right to terminate for cause has not been remedied. In the event GoTel Telecom AG chooses to suspend the fulfilment of its obligations, GoTel Telecom AG may still choose to terminate the Agreement at any time thereafter, provided the event constituting the right to terminate for cause has not been remedied meanwhile.

- (4) GoTel Telecom AG may terminate the Agreement at any time before the end of its term if there is a change of control in Customer. For the purposes of this clause, "change of control" in Customer shall mean a change in the possession of the power to either direct the Customer by exercising a majority of voting rights in a shareholders' meeting of the Customer or exert entrepreneurial leadership of the Customer. GoTel Telecom \$ shall not be permitted to exercise such rights where GoTel Telecom AG has agreed in advance and in writing to the particular change of control and such change of control takes place as proposed.

Warranty

- (5) Except as otherwise expressly provided in the Agreement, all conditions, warranties, undertakings and representations expressed or implied (whether by statutory law or otherwise), whether as to merchantability or quality or fitness for a particular purpose or any purposes of a Service or care and skill in the provision of a Service or otherwise are hereby excluded except insofar as such exclusion is prohibited by law.

14. Liability

- (1) The Parties shall have unlimited liability for damages arising from acts or omissions resulting in death, personal injury and damage caused by intentional or grossly negligent behaviour. This also applies to damage that is typical and predictable for this type of contracts and has been caused by a violation of duties under the Agreement, the violation of which jeopardized the purpose of the Agreement (cardinal duties).
- (2) In any other case, the liability of a Party for damage under or in connection with the Agreement for whatever legal grounds shall be limited to a maximum of 10% of the charges of the last three months preceding the damage causing event (Incident), provided however, that the liability of such Party for all Incidents concerning within any twelve months period shall not exceed 20% of the charges of the previous months and is limited to an aggregated amount of 10.000 Euro for all Incidents in total. An Incident also refers to several instances of default that share the same source and instances of damage in which the causes are directly linked.
- (3) Notwithstanding clause 14 (1), neither Party shall be liable for special, incidental, consequential or indirect damage, or loss of profits or loss of Customers' customers, loss of revenue, loss of contract, loss of goodwill, loss of interruption of company operation, loss of use of data or for damage to reputation, even if a Party has been advised of the possibility of such damage.
- (4) The aforementioned limitations do not affect any of the charges that are due and payable, for which Customer shall remain fully liable.
- (5) A Party shall have no liability or responsibility for the content of any communications or data transmitted via

General Terms and Conditions GoTel Telecom AG

the Services except for content solely created by such Party.

- (6) Unless said otherwise in the Agreement, the claims for damages shall expire one year after the commencement of the statutory period of limitation.
- (7) The Customer agrees and acknowledges that GoTel Telecom AG may pass information about the Customer to the Trust Agent and the Platform Manager for the purposes of performing the Agreement.

15. Confidential Information

- (8) "Confidential Information" shall mean all information in any form including, but not limited to, paper, electronically stored data and magnetic media, that a Party ("Receiving Party") has received or obtained from the other Party ("Disclosing Party") as a result of or in relation to entering into the Agreement, especially information that relates to the existence of the Agreement, to the rights and obligations under the Agreement, the negotiations relating to the Agreement or to the Disclosing Party's or third party's business, financial or other affair, including possible future plans and targets.
- (9) The Receiving Party shall:
 - keep confidential all Confidential Information belonging to the Disclosing Party;
 - treat Confidential Information belonging to the Disclosing Party with the same degree of care that Receiving Party uses for its own confidential information;
 - not disclose Confidential Information belonging to the Disclosing Party without the prior written consent of the Disclosing Party in whole or in part to any other person, save disclosure by the Receiving Party to employees, agents and subcontractors involved in the provision or receipt of the Services on a need-to-know basis provided that such persons are familiar with the terms and provisions of this clause and agree in writing to be bound by the terms of this clause 15 as if they were a party to the Agreement. A Party shall be jointly and severally liable for a breach of the provisions of this clause 15 by its employees, agents or subcontractors;
 - use the Confidential Information belonging to the Disclosing Party solely in connection with the Agreement.
- (10) Nothing in this clause 15 shall be deemed or construed to prevent the Receiving Party from disclosing any Confidential Information provided by the Disclosing Party to any Affiliate, provided that the Receiving Party shall take all reasonable steps to ensure that such information is held in confidence by such Affiliate, including, where appropriate, requiring any Affiliate to enter into a non-disclosure undertaking resembling the provisions set out herein.
- (11) The Receiving Party acknowledges that any Confidential Information obtained from, or relating to, the Disclosing Party or its respective servants or agents in the course of negotiating for, or in the performance of, the Agreement (or by any person employed or engaged by the disclosing Party in connection with the Agreement in the course of such employment or engagement) is and shall remain the property of the Disclosing Party. Upon the request of the Disclosing Party all Information shall, at the instruction and option of the Disclosing Party, be

destroyed or returned to the Disclosing Party including all copies, photographs, computer disks or other media for storage of information and any duplicates thereof of the Receiving Party.

- (5) The provisions of clause 15(2) above shall not apply to any Confidential Information which:
 - is or becomes public knowledge other than by breach of this clause; or
 - is in the possession of the Receiving Party without restriction in relation to disclosure before the date of receipt from the Disclosing Party; or
 - is received from a third party which lawfully acquired or developed it and which is under no obligation restricting its disclosure; or
 - the Receiving Party develops on its own without reference to the Confidential Information received from the Disclosing Party; or
 - must be disclosed by the Receiving Party in the discharge of its obligations to supply information for parliamentary, governmental, regulatory or judicial purposes provided that before making such disclosure the Receiving Party shall insofar as possible consult with the Disclosing Party concerning the extent and content of the information to be disclosed.
- (6) This clause shall apply for the term of the Agreement plus two years after its termination.

16. Data Protection

- (1) Each of the Parties shall comply with its respective obligations under applicable data protection legislation with regard to the processing of personal data (as that term is defined by the applicable data protection legislation, hereinafter "Personal Data").
- (2) The Customer (for itself and on behalf of the Customer's Affiliates) (i) consents and permits and shall ensure that it has or will obtain from the End Users all necessary consents under the applicable data protection legislation and (ii) warrants that GoTel Telecom AG shall be allowed to process any Personal Data under the Agreement for the purpose of the Services in accordance with the Agreement and shall hold each of them harmless from and against any claims by End Users or third parties as a result of or in relation to such processing.

17. Miscellaneous

- (1) **Severability**

If any provision of the Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be ineffective and the remainder of the provisions shall continue in full force and effect as if the Agreement had been concluded without the ineffective provision. In this case, the Parties shall negotiate in order to replace the said provision with a valid stipulation that as closely as possible reaches the economic purpose of the said provision. This applies also in case of a missing provision.
- (2) **Force Majeure**

Neither Party shall be liable for any event beyond the

General Terms and Conditions GoTel Telecom AG

Parties' reasonable control, which materially impedes the fulfilment of a Party's obligations under the Agreement or which partly or wholly hinders the performance of such obligations for a certain period of time. Such event is defined as any occurrence beyond the Parties' will and control and shall include, without limitations, natural disasters, governmental acts, decisions of authorities, blockades, war and other military conflicts, mobilization, riots, terror attacks, strikes, lockouts or other labor disputes, seizures, embargos or other occurrences, which are unforeseeable, material and not negligently caused by any of the Parties and which occur after the conclusion of the Agreement.

To the extent one of the Parties is hindered to perform its obligations under the Agreement due to such force majeure, such delay or non-performance shall not cause an infringement of the Agreement, and all time periods or deadlines defined within or in connection with the Agreement will be appropriately prolonged corresponding to the duration of the force majeure. Each Party will undertake all necessary and reasonable actions within its control in order to limit the extent of the damage and consequences of such force majeure. The Party affected by such force majeure shall immediately inform the other Party in writing of the beginning and the end of such an occurrence. As soon as it is established, that such an occurrence will exceed a period of three months, either Party is entitled to terminate the Agreement by sending a one month's prior written notice.

(3) Waiver

The rights of each Party under the Agreement may be exercised as often as necessary and are cumulative and not exclusive of rights or remedies provided by law. No omission or delay on the part of any Party in exercising any right, power or privilege under the Agreement shall operate as a waiver by it of any right to exercise it in future or of any other of its rights under the Agreement. No waiver of any term, provision or condition of the Agreement shall be effective except to the extent to which it is made in writing and signed by the waiving Party.

(4) Assignment

Neither Party may assign the Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Furthermore, either Party may assign the right to receive payments under the Agreement without the other Party's consent.

(5) Amendment

GoTel Telecom AG may amend these General Terms and Conditions including the Service description with an adequate notice period provided that, having regard to the interests of GoTel Telecom AG, such amendment is reasonable for the Customer. The Customer will be notified about each amendment in writing.

If the amendments are to the disadvantage of the Customer the Customer may terminate the Agreement with effect as of the date to which the amendment becomes effective. GoTel Telecom AG will advise the Customer in the notification of amendment of the right to terminate the Agreement as well as of the fact that the amendment will become effective if the Customer does not terminate the Agreement within the time limit specified in the notification of amendment.

(6) Governing Law and Arbitration

The Agreement shall exclusively be construed in accordance with, and governed by, the laws of Germany. The

application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) as well as of any other laws of any other country shall expressly be excluded.

In the event of any dispute arising between the Parties with respect to the interpretation or implementation of any provision of the Agreement, the Parties shall use all reasonable efforts to resolve such dispute amicably with the goal of preserving the relationship between the Parties. Unless otherwise provided by mandatory law provisions, all disputes arising in connection with the Agreement, including but not limited to, its validity, interpretation, fulfilment, effects and consequences, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with the said Rules. The arbitration proceedings shall take place in Bonn, Federal Republic of Germany and be conducted in English.

(7) Entire Contract

These General Terms and Conditions and the documents incorporated by reference constitute the entire agreement between the Parties in connection with their respective subject matters. Neither Party has relied on any representation or warranty except as expressly set out in the Agreement. The aforementioned documents replace and supersede any other previous agreements between the Parties, whether written or oral, with regard to the subject matter of the Agreement.

(8) European Export Regulations

The Parties agree to observe the following laws of export regulations regarding the use of the Services provided under the Agreement: (i) European Union Dual Use Regulation, (ii) the US Export Administration Regulations, ITAR and the US-Reexport Regulations, (iii) United Nations Sanction Lists, and the embargo lists based on these regulations.

Both Parties agree not to use the Services received under the Agreement to provide services constituting a breach of such aforementioned regulations.

(9) Regulatory Clause

Customer will neither use nor permit the use of the Services provided under the Agreement to take any actions that violate any applicable laws, statutes, ordinances or regulations in all countries where the Services are provided – including but not limited to those regarding telecommunications. If required for the use or provision of the Services provided under the Agreement in the respective country Customer will obtain and maintain any and all necessary permissions, licenses or authorizations in its own responsibility as well as comply with all related regulations at its own expense. If relevant, Customer will oblige its own customers in the same way.

(10) No partnership or agency

The Agreement shall not be deemed to constitute a partnership between the Parties nor either Party as the agent of the other Party for any purpose.

(11) Notices

Any notice or communication to be given under the Agreement to a Party shall be in writing and in the English language and sent by e-mail to the other Party's e-mail address as specified in the VOICE EXCHANGE platform.