

General Terms and Conditions

GTC M2M

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With these General Terms and Conditions of Telekom Austria Group M2M GmbH we lay out the basics of our contractual relationship.

SECTION I: LEGAL BASIS & CONCLUSION OF THE CONTRACT

By stating „you“ we principally refer to the company as our contracting partner. As far as rights and duties of the users of our M2M services are concerned however, the provisions shall equally apply to your employees to whom you allow to use our services.

1 Subject matter of the contract & legal basis

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| What is the legal basis of our services? | 1.1 | We are offering you M2M services and additional services (as defined in your individual contract). M2M means machine-to-machine and refers here to wireless and cable-based communication between devices and also to data processing systems for M2M devices. |
| | 1.2 | The following documents constitute the legal basis: <ul style="list-style-type: none">» The relevant applicable law,» the present General Terms and Conditions (GTC M2M),» individual agreements including their annexes and service description (description of the solution). |
| Are individual agreements possible? | 1.3 | We conclude contracts exclusively subject to our GTC. Your GTC shall only apply if expressly agreed by us in writing. |
| | 1.4 | Individual agreements shall be made in writing (signature). Formless declarations of our employees (also via e-mail) shall be ineffective. |

2 Conclusion of the contract

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| How do we conclude our contract? | 2.1 | Our contract shall start upon signing of both parties or as soon as you place an order and we provide our services (acceptance). |
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3 Term of the contract

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| How long will our contract remain in force? | 3.1 | If we have not agreed otherwise, our contract shall be deemed concluded for an indefinite period of time with a minimum contract duration of 24 months starting from conclusion of the contract. |
| | 3.2 | We may stipulate minimum contract duration as well as an automatic renewal of minimum contract duration in the order form or individual agreement. |
| | 3.3 | In case minimum contract duration per SIM (“Subscription”) is agreed in your individual contract, its duration is 24 months starting from the SIM’s activation date, unless agreed otherwise. |

4 Deposit of a security & service restriction

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| In which cases is either a collateral security or a service restriction possible? | 4.1 | Subject to the following conditions we may demand securities or an appropriate prepayment before providing our services or we may restrict your scope of service, e.g. with regard to value added – or services providing e.g. roaming outside of the Telekom Austria Group footprint: <ul style="list-style-type: none">a. delay in payment towards us or any other company listed in item 24.3.b. because of violation of material contractual duties by you or another company listed in item 24.3 during the past three years. |
|--|------------|---|

- c. there is reasonable doubt regarding creditworthiness, e.g. the information on creditworthiness is negative, an out of court attempt has been made for the benefit of creditors, bankruptcy or assignment proceedings have been initiated or a petition for bankruptcy has been discharged for want of assets to cover costs of bankruptcy proceeding.
- d. due payment of fees in the amount of at least 2 monthly basic fees or minimum revenues seems at risk and a compulsory enforcement would cause high expenses.

What kind of securities does exist?

4.2 Possible securities are a deposit, surety or bank guarantee of a credit institution which is accredited within the European Economic Area.

What do we agree on regarding interest and reimbursement of the security?

4.3 If you pay a deposit as security you are of course entitled to interest. The amount of interest depends on the minimum interest rate for daily due bank deposits of the BAWAG P.S.K. This interest rate shall be adapted each year on January 1st and July 1st.

4.4 We shall reimburse your deposit, surety or bank guarantee as soon as there is no longer any reason for a security.

SECTION II: OUR SERVICES

5 Service description, availability & fault remedy

What does apply for M2M?	5.1	In the contract stated M2M Services are no public communication services and are only applicable for M2M solutions. The following Services are excluded as well <ul style="list-style-type: none">• VoIP Telephone Services• Voicebox• Value-added Services
	5.2	TAG M2M is not liable for legal and regulatory requirements of the provided SIMs which apply in countries outside of Austria.
What we do for your best connections?	5.3	You will find the scope and quality of our services in the service descriptions. Please pay attention to possible restrictions according to terms set out herein. As far as operational work is necessary either for maintenance, fault remedy or upon official instructions, we may interrupt our services temporarily or limit them.
	5.4	In case we have to do maintenance works we will inform you in advance.
	5.5	A part of your service depends on the availability of mobile networks. For sustainable quality assurance and to avoid capacity overload or overloading a network connection, we and our network partners continually test the general utilization of the network, in order to plan network rollout based on these anonymous data and to drive it forward. For this reason momentary constraints in service quality can occur in individual cases.
	5.6	Please note that due to the constraints of radio and electronic communications, the networks are not fault free; in particular delivery of SMS may be constricted, especially if your devices are inactive/ offline.
	5.7	In case your SIMs or M2M devices are outside of the territory covered by the communication networks of the companies in the Telekom Austria Group ('own networks') we use all reasonable efforts to obtain access to compatible telecommunications networks (via roaming partners). We are not responsible for the performance of such networks. You acknowledge that the quality, coverage, features, functions and services of such networks may be different to the own networks.
	5.8	TAG M2M is not liable for the compatibility in-between of 3 rd -Party Provider of M2M applications and our M2M Services. Therefore TAG M2M does not guarantee the compatibility for non-audited devices.
What to do and applies in case of disturbances?	5.9	Please inform us quickly if you become aware of disturbances of your M2M services. Only upon your information we can remove the disturbances.
	5.10	If you are responsible for the disturbance and you commission us to conduct fault remedy, we shall charge the lump sum listed in the terms of charges, e.g. for an exchange of SIM cards. If no lump sum is stipulated we will charge at cost. Moreover, your fixed monthly fees will be charged in any case.
What about portability of telephone numbers?	5.11	TAG M2M does not provide a public telephone service and therefore porting of allocated numbers is impossible.
What applies for emergency services?	5.12	In our mobile telephone network all national emergency numbers and the European emergency number are reachable for free.

- 5.13** For tariffs without any Voice Services and in the case Voice Services are deactivated in the M2M Service Portal no connection to emergency services is possible.

6 Your obligation to cooperate

- 6.1** We are responsible for access to the network by activating the licensed SIM units, for the proper transmission of data over the network, and generally for the provision of M2M service, as defined in your contract, provided that you meet your obligations to cooperate.
- 6.2** You are required to provide the necessary conditions to enable us to provide our services to you - for example, you grant us access to your premises or provision of information as far as this is necessary.
- 6.3** You are entitled to resell, distribute or provide M2M Services or parts of it (e.g. SIMs) to third parties only in combination with your own services (e.g. built-in into your M2M devices). You are not entitled to price or sell M2M services or parts of it independently from your own services.
- 6.4** You are responsible that the provision of your services is permitted by law and comply with all legal obligations. We do not make any commitment with regards to the legal and regulatory provisions abroad and if the provision of our services and/or our M2M SIM cards comply with legal obligations of any country outside of Austria.
- 6.5** You have to provide us with the technical specifications so that we can provide our services in a timely and contractually compliant manner. This includes in particular but not limited to technical specifications, interface specifications, protocols and data formats, configuration parameters, IP addressing, access to the necessary technical systems, test environments and test schedules.
- 6.6** When concluding the contract you nominate a contact person who shall be available for us during the contract's period.
- 6.7** If you do not fulfil your obligation to cooperate in a timely manner we are entitled to withdraw from the contract or suspend the services - provided that we have granted you with a grace period of at least 5 working days. In such a case we will charge all expenses for work already performed - not exceeding the fee determined for establishing the service. Furthermore we shall charge the fixed monthly fees from the planned date of service provision until your withdrawal from the contract or cancellation of the order - a minimum of one full fixed monthly fee or full agreed minimum revenue.

SECTION III: RIGHTS AND DUTIES

7 Notification & information

- When and how do you inform us?** **7.1** Please inform us immediately in writing, within two weeks from the change at the latest, if your data change (e.g. name, address, email address, billing address, delivery address, company register number, legal form).
- How do we inform you?** **7.2** We can also forward you legally important declarations via e-mail, text message or other electronic media, e.g. invoices, payment reminders or notices of termination. Declarations shall be deemed delivered as soon as you are able to receive them (e.g. E-mail) or take notice of them (e.g. text messages) under ordinary circumstances.
- 7.3** Within Austria mail which is not registered shall be deemed delivered within 2 working days from sending. Exception: You inform us that the mail has been delivered later or has not been delivered at all.
- 7.4** Please note: declarations shall be deemed delivered even if you have not received them because you have failed to inform us about the change of your address or your e-mail address. Exception: E-mails are undeliverable because your e-mail address is invalid.

8 Self-Administration

- 8.1** If included in the relative service description, we provide you with web-applications for the administration of M2M services.
- 8.2** For the use of the web-applications you shall receive a code (user name and password). With this code your administrator will be able to change settings in your name or if stated in your service description order additional services. This may affect your charges.

9 SIM units; codes & end-devices

- What agreements apply to your SIM cards?** **9.1** SIM units to be used for M2M services are our property or property of our network partners. We may update the settings of your SIM cards.
- 9.2** Please protect your SIM units from bad influences or improper use, store them carefully and do not leave them in places with a high risk of theft.
- 9.3** Please announce loss, theft and every detectable fault or damage immediately. If you inform us on the loss or theft by phone please send a written notification as well. Please take into consideration the consequences if you do not inform us (item 14).
- 9.4** If your SIM card is defect we provide you with a new one. We are not responsible for any costs in connection with the exchange of the SIM-card. You shall bear all costs related to the replacement.
- What agreements apply to your codes?** **9.5** Keep secret all codes that you have received from us such as password and user names and store them safely. Please change your code immediately for your own safety if you suspect that unauthorized third parties know it. If only we can change the code please order us to do so immediately.
- 9.6** These measures serve your safety because third parties might misuse your SIM units and M2M services. This applies to our services as well as to the services of other suppliers – which might go beyond communication services, e.g. value added services.
- Which requirements should your devices** **9.7** Your devices must be permitted by law and must not disturb our or other networks. As long as we do not approve your device we cannot guarantee the provision of any service.

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10 Improper use

What is ok and what is not?

- 10.1** You are only entitled to use M2M services as contractually agreed. You may not use them for any other reason.
- 10.2** You are solely responsible for the content transmitted by your hardware. You are solely liable for claims arising in connection with the use of your service by third parties.
- 10.3** It is your responsibility that our services are not misused – e.g.
- a. fraud or other offences,
 - b. with mobile gateways or similar configurations– if we do not explicitly agree;
 - c. for the forwarding or saving of prohibited content; e.g. content that violates legal prohibitions or common decency,
 - d. for the forwarding or saving of copyright content if you are not in possession of the necessary rights,
 - e. for the attempt to illicitly gain access to other computer systems (hacking attempts, port scans).
 - f. for sending unsolicited communications (or spam) used e.g. for advertising
- 10.4** You shall be directly liable for any infringement of the rights of third parties which you are responsible for – particularly if you violate the items above; you shall furthermore completely indemnify and hold us harmless in case we are taken to court or claimed extra judicially by third parties.
- 10.5** You shall be held liable until we receive your notification about the improper use of your SIM units and our M2M services.
- 10.6** You may grant third parties commercial use of our services, resell them or otherwise trade them only upon our explicit consent.

What can be the consequences of abuse?

- 10.7** Please note: in case of a violation of point 10
- a. we may lock (item 15) our own services as well as those of group companies or suppliers (item 24.3 or 24.6)
 - b. we may end the contract as per extraordinary termination (item 29).
- 10.8** You shall be directly liable for any infringement of the rights of third parties which you are responsible for – particularly if you violate point 10.3; furthermore, you shall completely indemnify and hold us harmless in case we are taken to court or claimed extra judicially by third parties.
- 10.9** The transmission via internet bears insecurities and risks – e.g. viruses, spyware, Trojans, phishing, hacking attacks, attacks on Wi-Fi systems, etc. These risks also depend on your conduct, e.g. on the security settings of your browser. Therefore, we will not be liable for damages resulting from your conduct.
- 10.10** You may increase your safety if you install appropriate safety solutions, e.g. anti-virus software or firewalls. Nonetheless, according to the present state of the art we cannot guarantee absolute safety – even if you employ the security solutions offered by us. Therefore, we shall not be responsible for damages occurring because security solutions installed in your devices are bypassed or deactivated.
- 10.11** For your own safety you may also demand that certain services are locked. We offer security features to increase your safety. You will find

detailed information about this in the service descriptions valid for you.

- 10.12** Upon court or authority orders we may forward information about you to a court or an administrative authority (e.g. according to the Code of Criminal Procedure, § 53 Security Police Act; §18 E-commerce Act).
- 10.13** We may disclose your identity to a third party upon its request if they can prove a predominant legal interest in the determination of your identity and a certain illegal situation.
- 10.14** We shall not be obliged to monitor content which you make available to the public on the Internet or to inform you about illegal content. Nonetheless, we reserve the right to delete content violating point 10.3 – e.g. illegal or forbidden content or content infringing the rights of third parties. We shall not be obliged to inform you about this in advance.

11 Software rights

What are the rights and duties?

- 11.1** You can use any software or documentation provided by us for the term of the contract. These rights of use are not exclusive and not transferable.
- 11.2** If the software is pre-installed on a hardware device or it is delivered with the device it may only be used in connection with this very device.
- 11.3** We and third parties have rights to the software. With the installation/use of the software you shall accept our license conditions and terms of use as well as those of third parties. If you deliberately violate these conditions and terms you shall indemnify and hold us harmless with regard to any disadvantage which might result.

What is included in the scope of service, what is not?

- 11.4** Please use software for M2M devices only together with products and services provided by us.
- 11.5** Unless explicitly set out in the relevant service description, our scope of service does not provide for the software to be compatible with other software which has not been delivered by us or to fulfil your specific needs. We therefore do not assume any responsibility or liability.
- 11.6** Exceptions: commercial standard software which is state of the art at the time of conclusion of the contract or if we have explicitly individually guaranteed the features to you.
- 11.7** We shall not be liable for damages and faults caused by
 - a. modification of the software,
 - b. adjustment of the necessary system settings,
 - c. application errors.

Warranty and liability shall be limited to reproducible defects of program features.

12 Warranty

How long is the warranty term?

- 12.1** As far as permitted by mandatory law and unless agreed otherwise we guarantee a Warranty Term on devices and services of one year, except for batteries: in this case the warranty period is 3 months.
- 12.2** For a justified warranty, the Customer is only entitled to retain the necessary expenditure for improvement, but not the total billing amount.

How is the notice of defects made by you?

- 12.3** You have to announce and prove defects in written form (notice of defects) immediately, but no later than three days after the defect became known within the Warranty Term, stating nature and extent of the defect. The application of §§ 924, 933b of the General Civil Code does not apply.

We consider notices of defects only when the service is still in state of handover. No liability is accepted in the following situations:

- » Fault or damage which caused by improper, careless or negligent treatment, incorrect installation or defective installation by you or by a third party,
- » for consequences due to normal wear and tear,
- » improper or careless handling such as improper maintenance, unsuitable choice of installation,
- » chemical, electrochemical or electrical interference of any kind, unless expressly confirmed by us and in written form.

13 Our liability

What shall we be liable for and for which amount?

- 13.1** We shall only be liable in case of deliberate and gross negligence.
- 13.2** The liability for lost profits, missed savings, lost data, indirect and consequential damages as well as damages from claims by third parties shall be excluded –as far as mandatory law does not stipulate otherwise.
- 13.3** Furthermore our compensation obligation for each damaging event shall be limited to the total order value, but maximum limited to EUR 7,000.
- 13.4** We are not liable in case of force majeure.

14 Your liability for fee claims

What are you responsible for?

- 14.1** If third parties use our services by using your SIM unit, your codes or otherwise using via your M2M device our M2M Services and you are to be held responsible for it within your sphere of influence, you shall be liable for all resulting payment claims.
- 14.2** In case of loss or theft of your SIM units you shall be held liable until we receive your notification (item 9).

15 Locking of services and contract withdrawal

When are we entitled to lock services?

- 15.1** Apart from item 5.1 we may lock our own services as well as the services of group companies or suppliers (item 24.3 or 24.6) for you wholly or in part if one of the following reasons applies for you:
 - a. Delay in payment towards us or another company listed in item 24.3 – although you have been reminded and notified of a lock and although you have been set a grace period of at least 2 weeks.
 - b. Lack of an authorized representative.
 - c. An out of court attempt at restructuring has been made, bankruptcy proceedings have been instituted on your assets or assets are missing to cover costs or your creditworthiness is no longer given for other reasons, and we have reminded you unsuccessfully although you were set a grace period of 2 weeks.
 - d. There is substantiated suspicion that our services are being misused (also by third parties – see point 14).
 - e. Other material contractual obligations have been violated.
 - f. Each unforeseen event and / or event beyond our control and any case of force majeure, which hinders, delays or prevents service provision (i.e. official measures, war, lockout or strike, operational or transport disruptions, refusals to supply from suppliers, shortages of raw materials, etc.), entitles us either to withdraw from the contract in whole or in part, or to postpone the date of performance appropriately, at least for the duration of disability. Compensation

claims against us, of whatever kind, cannot be derived from such circumstances.

- Which fees shall amount during the lock?**
- 15.2** Upon your request we inform you about the reason for the lock.
- 15.3** If you are responsible for the lock you shall continue to pay your monthly fees or your minimum volume.
- When shall we unlock?**
- 15.4** We shall perform the unlocking as soon as the reasons for the lock cease to apply and you have reimbursed all costs incurred in connection with the locking and unlocking.

SECTION IV: FINANCIAL ISSUES

16 Payment conditions

- How do we charge our services?**
- 16.1** We shall be entitled to issue a joint invoice regarding all our services with a uniform client number – also for services from different contracts.
- 16.2** The amount of fees depends on the terms of charges valid for you.
- 16.3** All amounts in your individual contract are indicated without VAT.
- 16.4** In the case there is a change in Value Added Tax, we shall be entitled to adapt our gross fees accordingly.
- 16.5** We round up and down total invoice amounts to 1 full cent.
- 16.6** Unless otherwise agreed, we bill the fees in monthly billing cycles. The billing cycle is stated on your invoice.
- 16.7** Fixed monthly fees such as basic fees are billed in arrears - 3 months at the most unless otherwise agreed. Other fees shall be billed after performance of the service, e.g. connection fees, other services.
- 16.8** Fixed monthly fees or monthly minimum revenues are incurred from the beginning of the contract (item 2). If the beginning of the contract or the end of the contract occurs in the course of a billing period we shall charge the fixed monthly fees or monthly minimum revenue in full, unless explicitly agreed otherwise.
- How can you pay?**
- 16.9** You may pay by bank transfer, unless explicitly agreed otherwise.
- 16.10** You shall bear all bank expenses connected with your payment, e.g. expenses for an international transfer.
- When do the fees fall due?**
- 16.11** Fee claims fall due 7 calendar days from receipt of the invoice or at a later date which will then be stated on the invoice. The amount due shall be credited to our account at the latest on that date.
- What costs incur when payment is delayed?**
- 16.12** If your payment is overdue we shall charge default interest: the interest rate amounts to 12 % p.a.; however it must be at least 3 % higher than the basic interest rate of the Austrian National Bank. Furthermore, we shall charge all costs incurred in connection with appropriate legal action:
- » reminder fees
 - » collection charges and
 - » lawsuit charges and costs
- In case of doubt we shall credit your payments to the oldest existing debt.
- The appropriate costs for lawyers and the costs for debt collecting institutions shall be borne by you.
- What happens to credits that exist when the contract ends?**
- 16.13** If you have a credit remaining with us at the end of the contract we may set it off against other contracts existing either with ourselves or with one of the companies listed in item 24.3.
- What applies for price index adjustments?**
- 16.14** If we agreed on an index adjustment in the terms of charges with you or made an individual agreement without defining it more exactly, the following provisions apply:
- If the (calendar) annual average of the consumer price index ("annual CPI") from Statistik Austria changes, this will have the following effect on your fees:

» We are entitled to increase fees for the following calendar year according to the rise in annual CPI.

» We are obligated to pass on decreases in the annual CPI and to reduce the fees in question according to the decrease.

We will inform you about the adjustments in writing (e.g. via information on the bill)

In case of execution of a price adjustment, the charges increase for the following calendar year according to the rise in the consumer price index value (VPI 2010=100). The next index value then forms the initial position for the new calculation of further adjustments.

We do not take into consideration fluctuations of 2% (area of fluctuation) compared to the index basis. However, if this area of fluctuation is exceeded or is fallen short of in the following years, we adjust the full amount of the fees. The new value represents the new index basis for future adjustments.

Note: An obligation to reduce fees decreases to the extent in which we did not exercise the right to raise fees in the previous year.

Fee adjustments take place in the year following the change of the index basis, however, at the earliest in the year following the signing of the contract:

» Fee increase: April 1st to December 31st.

» Fee reduction: always on April 1st.

Please note: if the annual CPI is no longer published, its official successor takes its place. The right to amend the contract according to item 26 shall not be affected by this.

17 Invoices

Which types of invoices exist and what do you need to consider?

- 17.1** You will receive the original invoices in hardcopy at the indicated address. You herewith agree that you may also receive a copy of your invoices electronically. The invoice shall be deemed to be received as soon as the invoice can be recalled or acknowledged under normal circumstances (item 7).
- 17.2** During the term of the contract you will be able to access your billing data for 6 months from their occurrence.
- 17.3** Digital Signature: electronic Invoices are not signed. (they are no invoices in the sense of the sales tax law)
- 17.4** Reminders shall be sent to your billing address in hardcopy.

18 Invoice objections

Which deadlines apply regarding objections?

- 18.1** Our claims shall be deemed acknowledged if
- » you do not raise objections within the following periods:
 - » 3 months from receipt of the invoice; in case of quarterly accounting periods, the period of objections shall be 2 months.

When will our claims be deemed to be acknowledged?

How shall we react to objections?

- 18.2** If you raise objections in time we shall be happy to examine the claim and to inform you about the results.

What shall apply if the correct fee cannot be determined?

- 18.3** If on the other hand a mistake is determined which may have been disadvantageous for you and the correct amount cannot be determined, we shall charge a lump sum amounting to the average of the preceding three invoices; if there are not sufficient preceding invoices, we shall charge an average of the following three invoices. This applies only if we can furnish credible evidence that at least this amount was consumed.

19 Right to set-off and retention

How are claims offset against each other? **19.1** You may offset your claims against ours if your claims have been established by court order or if they have been acknowledged by us. There will be no right of retention.

20 Residual Fee

In which case shall we be entitled to a residual fee and to which amount? **20.1** For contracts with a limited term or contracts with a minimum term, as well as for subscriptions with a minimum subscription term, we shall be entitled to a residual fee for the time between the end of the contract and the end of the limited term, or the minimum term, if the contract has been terminated for one of the following reasons:

- a. the contract or the subscription has been terminated extraordinarily
- b. in case of cancellation of your entry in the commercial register

20.2 The amount of the early termination fee is the sum of the fixed monthly fees or the monthly minimum revenues according to our terms of charges (without deductions or discounts) for the period between the end of the contract and the end of the limitation or the minimum contract term – except if stipulated otherwise in our terms of charges.

20.3 If the contract ends before the proper time according to point 20.1, other fees may be charged in addition to the residual fees as contained in 20.2, if such has been stipulated in an individual agreement or in our terms of charges.

SECTION V: DATA PROTECTION

Principally the following shall apply: We shall only use your data within the scope of strict data protection rules. You will learn here which data we identify, what we use them for and when we delete them.

21 Data protection

Which data do we identify and process?

- 21.1** We use these data only:
- a. Your master data: family and company name, first name, academic degree, address, subscriber number and contact information (e.g. e-mail address), information on the type and content of our contract and your creditworthiness.
 - b. Other personal data which you yourself or third parties provide at the beginning of the contract or during its term: e.g. position in company, traffic and location data, bank account, signing or representation power. The term of other personal data does not include sensitive data according to the Data Protection Act 2000.

What do we use your data for?

- 21.2** You agree that
- a. we use your master, other personal data, and traffic and location data, to deliver our services and to compile offers tailored to suit your needs.
 - b. for the provision of our services we may pass on your master and traffic data to the following group companies: Telekom Austria AG, A1 Telekom Austria AG, Telecom Liechtenstein AG, VIPnet d.o.o. (Croatia), Si.mobil.d.d. (Slovenia), Mobiltel EAD (Bulgaria), VIP OPERATOR DOOEL Skopje (Macedonia), Vip mobil d.o.o. (Serbia);
 - c. for the purpose of credit information, creditor protection and for the reporting of data on creditworthiness we may transfer your master data and your date of birth to IS Inkasso Service GmbH & Co KG, the credit agency WISUR GmbH, Deltavista GmbH and the Credit Protection Association of 1870.
 - d. Please note: You may revoke your consent at any time.

Whom do you need to inform?

- 21.3** Please inform co-users of your service (e.g. your employees or your customers) about the processing and the transfer of data, in particular traffic and location data, and obtain their consent. Upon request a written declaration of consent of co-users shall be submitted. You are solely responsible to use the services in accordance with the applicable laws.

What happens in case of revocation?

- 21.4** The group companies stated in item 21.2 b above shall delete your traffic data in any case 6 months after the transfer, unless agreed otherwise.
- 21.5** If you revoke your consent according to items 21.2 b-d we shall commit the group companies to delete the collected data as soon as the data are not needed anymore for invoicing purposes. If you revoke your consent according to item 21.2 a and d, we shall no longer use your data for the stated purposes. If you revoke your consent, we may - according to the Data Protection Act (DSG 2000) - continue to use your data as far as this is necessary for fulfilling the contract or otherwise if this is in our predominantly justified interest.

When do we delete your data?

- 21.6** We will delete
- » your data in principle at the end of your contractual relationship, however at the latest after all legal obligations expire, for example those according to Para 212 UGB (Austrian Commercial Codex) or Paras 207f BAO (Austrian Tax Act).

Please note that we will not delete your data, if

- » an objection was made within the period described within which the bill can be legally contested
- » the bill was not paid, up to the expiration of the period until which

- the claim for payment can be enforced,
- » or a proceeding was initiated about the amount of the fees until a final decision is made.

22 Security Measures

What security measures have we taken?

- 22.1** Detailed information on this can be found in our annual sustainability report, which is published on www.telekomaustria.com.

SECTION VI: CONTRACT AMENDMENTS

23 Amendments of the contract

Which parts of the contract may be amended by mutual agreement?

Mutually agreed contract amendments

- 23.1** We can mutually agree on contract amendments with you in writing – in particular amendments of the General Terms and Conditions, service descriptions, terms of charges and individual agreements.

24 Transfer of the contract

How can you transfer your contract – with what consequences?

Contract transfer by you

- 24.1** You may only transfer the contract with us to third parties upon our written consent. You and the new customer will be joint debtors for the following claims that have arisen up until the transfer:

- » Our fee claims,
- » Damage claims.

We shall inform the new customer about this in our transfer forms, and upon his request also about pending claims.

- 24.2** We may pay your credit either to you or to the new customer, with debt-discharging effect.

Between which group companies may your contract be transferred and with which consequences?

Contract transfer by us

- 24.3** You herewith agree that our rights and duties from our contract may be transferred wholly or in part between us, Telekom Austria AG, A1 Telekom Austria AG, Telecom Liechtenstein AG (Liechtenstein), VIPnet d.o.o. (Croatia), Si.mobil d.d. (Slovenia), Mobiltel EAD (Bulgaria), VIP OPERATOR DOOEL Skopje (Macedonia), Vip mobil d.o.o. (Serbia).

- 24.4** The transfer shall have a debt-discharging effect for the transferring company.

- 24.5** We shall inform you about a transfer in appropriate form, e.g. on your invoice.

Shall we be entitled to appoint subcontractors?

- 24.6** Each company stated in item 24.3 may appoint subcontractors to fulfil its contractual duties – the companies mentioned above, other group companies or third parties..

25 End of additional services

When will contracts on additional services end?

- 25.1** Agreements on additional services usually end together with our individual contract. However, they may also end

- a. upon expiry of the agreed term regarding the additional service,
- b. by ordinary and extraordinary notice of termination of the agreement on additional services or
- c. if we generally cease to provide an additional service.

- 25.2** Items 3, 20, 25-29 shall apply analogously.

26 General cessation of service provision

- 26.1** If we generally cease to provide a service, this will become effective at the earliest 3 months after such announcement. We reserve our right to substitute a service or product by a similar one.

SECTION VII: TERMINATION OF THE CONTRACT

27 Reasons

- When can contracts be terminated?**
- 27.1** Contracts which are based on the present General Terms and Conditions may be terminated for one of the following reasons:
- a. Expiry of the agreed contract term (item 28.2).
 - b. Ordinary or extraordinary termination (items 28 resp. 29).
 - c. Initiation of insolvency proceedings on your assets (item 30).
 - d. General cessation of service (item 26).

28 Ordinary termination

- When and how may contracts be terminated without stating a reason?**
- 28.1** Contracts with an indefinite term: Both you and we may ordinarily terminate at the end of each of your billing cycle periods, considering however a 3 months period of notice. The billing cycle is stated on your invoice according to point 16.6. For the beginning of this period of notice the day on which the notice was received is important. If the period of notice is not adhered to, the termination will come into effect the next possible termination date.
- 28.2** Fixed-term contracts shall end upon expiry of the agreed contract term. Neither you nor we may ordinarily terminate these contracts before this time.
- 28.3** Both you and we may ordinarily terminate contracts with an agreed minimum contract term at the end of that term at the earliest.
- 28.4** Upon termination of this contract no further orders (additional SIM units, new options, changes of contractual terms or fees) can be placed in accordance with the terms and conditions of this contract. The termination of this contract does not affect any acquired rights and duties of the Parties
- 28.5** The termination of this contract does not affect any acquired rights and duties of the Parties.
- 28.6** Notice of termination must be in writing.
- How can a subscription be terminated?**
- 28.7** Both you and we may ordinarily terminate subscriptions after the agreed minimum subscription considering a one month term of notice, effective at the end of the next month.
- The ordinary termination of a contract concluded in accordance with these GTC shall not end any valid subscription. They remain valid until their individual termination.

29 Extraordinary termination

- When and how can an extraordinary termination take place?**
- 29.1** Both you and we may extraordinarily terminate the contract only if one of the reasons according to items 29.3 respectively 29.4 is given.
- 29.2** Notice of termination must be in writing. The termination will enter into force on the first working day after its receipt – if no later date is stated in the notice of termination. Please note: Saturdays, Good Friday, the 24th and the 31st of December are not considered working days.
- In which cases shall we be entitled to extraordinarily**
- 29.3** We can undertake extraordinary termination of the contract if the conditions for a lock (item 15) are given.

terminate the contract?

In which cases shall you be entitled to extraordinarily terminate the contract?

- 29.4** Important reasons for extraordinary termination by you are:
- a. We fail to provide the scope of services agreed in our service descriptions in a material respect despite an additional respite of 30 days. Exceptions: the defect was repaired before your termination or your location was undersupplied already at the time of contract conclusion and you knew or you had to know about it.
 - b. You cannot be expected to continue the contract until the end of the ordinary termination period, the end of the fixed contract term or the minimum contract term for another reason for which we are responsible. Exception: You had to expect it already at the time of contract conclusion.

What happens to subscriptions in the event of an extraordinary termination?

- 29.5** In case of extraordinary termination any Subscriptions are automatically also terminated; claims for damages or compensation shall remain unaffected, residual fees may apply.

30 Bankruptcy

How does a bankruptcy affect our contract?

- 30.1** If bankruptcy proceedings are initiated on your assets or a petition for bankruptcy has been discharged for want of assets to cover costs of bankruptcy proceedings, we can lock your Services according to item 15.1 or limit our services until an appropriate security is provided. Entrepreneurs: the terms of Paras 25a and 25b of the Bankruptcy Ordinance remain unaffected by this.

Under which conditions shall our contract remain upright?

- 30.2** The liquidator may continue the contractual relationship until bankruptcy proceedings are legally repealed. To do so, the liquidator shall provide a security or make a prepayment or file an application with a personal liability declaration for all fees and damage claims since initiation of bankruptcy proceedings – all within 7 days from initiation of bankruptcy proceedings.
- 30.3** In case no liquidator is appointed you may apply in writing for the continuation of the contractual relationship –provided that you provide a security or make a prepayment within the same period of time.
- 30.4** Please note: If you or the liquidator allows this period of time to pass by unused, we assume that there is no interest in continuing the contractual relationship. In this case the contractual relationship ends.

SECTION VIII: CONCLUDING PROVISIONS

31 Governing law

- 31.1** Our contracts shall be governed by Austrian Law. The UN-Treaty on the international purchase of goods and all norms referring to it shall not apply.

32 Place of performance, jurisdiction, dispute resolution

What shall apply in case of conflicts?

- 32.1** Place of performance and jurisdiction for any and all disputes arising from this agreement shall be Vienna, Inner City.

33 Confidentiality

- 33.1** For the duration of our contractual relationship, and for five (5) years after its termination, both we and you ensure:
- a. to keep confidential information (any commercial, financial, technical, legal, marketing or other data, know-how, trade secrets) or any other information of whatever nature relating to any of the Party or any of its affiliates which has been disclosed (whether in writing, orally or by another means and whether directly or indirectly) by or on behalf of that Party to the other Party - whether before or after the date of the contract - confidential and to disclose it only to those employees who need to know this Confidential Information;
 - b. to use the Confidential Information only for the purposes of performing its obligations under this Agreement;
- 33.2** This Confidentiality clause 33.1 shall not apply to any information that:
- a. Becomes public other than by a breach of 33.1;
 - b. Is provided by a third party who lawfully acquired it and is under no obligation of confidentiality;
 - c. has been provided by us or any other company listed in item 24.3
 - d. Is required to be disclosed by law or the rules of any applicable stock exchange.

34 Laesio Enormis

- 34.1** Entrepreneurs: the ability to assert claims for a reduction of half of the amount (laesio enormis) shall be excluded.

35 Severability

- 35.1** If single parts of the present General Terms and Conditions should be or become invalid, all other provisions shall remain in force.