

General Terms and Conditions for Vodafone Telecommunications Services, Microsoft Office 365, Vodafone Software Services and the Sale of Vodafone Products (GTCs for Enterprise Customers)

Aus Eng 2017: The English version of these General Terms and Conditions is for information purposes only.
The German version is legally binding.

Part A.

General Terms and Conditions for Enterprise Customers (with the exception of micro and small businesses and non-profit organisations)

1. Subject Matter of the Agreement

Vodafone GmbH ("Vodafone"; Ferdinand-Braun-Platz 1, 40549 Düsseldorf, with registered office in Düsseldorf, registry court: Düsseldorf District Court, commercial register entry no. HRB 38062) will provide the aforementioned services to enterprise customers on the basis of these GTCs, the Service and Product Descriptions and the Price Schedule. The deviating provisions of the relevant sections apply to the Vodafone Business Service Request product categories of 'Hosted Services' and 'Site Networks', with the exception of SD-WAN and 'Other'.

A current schedule of prices can be downloaded from <https://www.vodafone.de/business/hilfe-support/vertragsdokumente-festnetz.html>.

2. Scope of Services

2.1 The services provided by Vodafone on the basis of these GTCs, the Service and Product Descriptions, may necessitate the use of specific equipment which the Customer has to procure (e.g. DSL router). Vodafone provides fixed network and DSL costumers with an access line up to the final network interconnection point at the Customer site for fixed network and DSL services. The Customer is required to install in-house cables from this network interconnection point to the telecommunications connection unit (TAE) on its premises and to install such a TAE unit for the term of the Agreement free of charge. The TAE unit must be maintained in good working order.

2.2 The maximum transmission rate for telecommunications services depends on the hardware used, the available network technology and the technical and geographic infrastructure at the place of use.

2.3 Vodafone reserves the right to unilaterally amend the GTCs of the Agreement, the service or product descriptions at its reasonable discretion.

2.4 If Vodafone unilaterally amends the terms of the Agreement at its reasonable discretion the Customer may cancel the Agreement without notice or charge, unless the amendments

- are exclusively to the Customer's advantage;
- are purely administrative with no negative impacts for the Customer, or;
- they are prescribed by EU or national legislation.

2.5 Notice of termination may be given within three months of the Customer receiving notification of amendments from Vodafone in accordance with section 2.7. The date of termination of the Agreement cannot be earlier than the date on which the amendments become effective.

2.6 Sections 2.3 to 2.5 do not apply to agreements on the provision of number-independent interpersonal communications services.

2.7 Vodafone will inform the Customer clearly and comprehensively on a permanent data medium at least one month and at most two months before an amendment pursuant to sections 2.3 and 2.4 becomes effective of the following:

- the content and effective date of the amendment;
- any right of termination pursuant to sections 2.4 and 2.5.

Further options to make changes affecting the scope of services as set out in the relevant service description shall not be affected by sections 2.3 to 2.5 and do not give rise to an extraordinary right of termination in favour of the Customer.

2.8 If Vodafone procures wholesale services from third party suppliers and the price or price components for such services are established by law or regulation, Vodafone is entitled to adjust the basic and usage charges to the extent that such prices or price components change. This does not entitle the Customer to terminate the Agreement.

2.9 Vodafone is entitled to temporarily interrupt, restrict or suspend the service if this is necessary for reasons relating to public safety, statutory or regulatory requirements, to maintain network integrity, to uphold data privacy or to implement necessary operational or technical works. Temporary service faults and interruptions may occur as a result of force majeure, which includes strikes, lock-outs and official directives. The same applies in the event of service restrictions affecting third party telecommunication systems used by Vodafone to fulfil its obligations. Vodafone shall make all reasonable efforts to restore or assist restoration of normal service as quickly as possible. Service failures and interruptions which do not involve the product categories specified in number 1 which are Vodafone's responsibility will be remedied within 24 hours unless the parties have concluded a Service Level Agreement with deviating provisions.

2.10 Vodafone's obligation to perform is subject to the correct and timely delivery of products and services to Vodafone by its suppliers, provided that Vodafone has, with the necessary diligence, entered into a congruent transaction with the supplier and that Vodafone is not responsible for the incorrect or late delivery. If third party supplies are required during the installation or upgrade of Customer connections or other services, for transmission path, hardware or software upgrades or for other technical services, particularly power supplies, these shall be deemed to be advance performance. Vodafone shall inform the Customer without delay of the non-availability of supplies and services and reimburse payments which have been made in respect of unavailable supplies and services without delay.

3. Payments

3.1 The Customer undertakes to effect all agreed payments in a timely manner. The connection rates for services, particularly value-added services provided by third parties via a Vodafone landline, include the service provider's charge and the Vodafone connection charge. Vodafone is entitled to bill the Customer for connections to third party services established via Vodafone. These services are billed in accordance with the effective price schedule. This price schedule can be found online at <https://www.vodafone.de/business/hilfe-support/vertragsdokumente-festnetz.html>

Price increases for such services do not entitle the Customer to terminate the Agreement.

3.2 The Customer also undertakes to pay for the authorised or unauthorised use of the Customer access line/product by third parties, unless it can prove that it has no responsibility for such use.

3.3 Objections to invoices must be lodged by the Customer within eight weeks of receipt of the text format invoice to the address specified on the invoice.

3.4 The standard procedure for collection of payments is the SEPA direct debit mandate. Vodafone shall inform the Customer at least 2 days prior to the debit transaction of the amount and date of the debit transaction. Vodafone is entitled to charge an additional processing fee if the Customer declines a direct debit arrangement or if a debit transaction is not honoured by the Customer's bank.

3.5 Only undisputed or legally valid counter claims pertaining to the same contractual relationship entitle the Customer to reduce or withhold payment of Vodafone receivables. Right of retention or refusal of performance may only be exercised by the Customer in respect of claims which are undisputed, legally valid or recognised. The limitations set out in clauses 1 and 2 do not affect the offsetting of payment claims – or the assertion of rights of retention or refusal of performance – under the same contractual relationship.

4. Contract Term and Termination

4.1 Unless otherwise agreed, contracts for Vodafone services have an initial minimum term of 24 months as of the date of service commencement. The contract is automatically renewed for an indefinite period unless terminated with three months' notice to the end of the initial term. Thereafter it may be terminated at any time with one month's notice. Contracts pertaining to the product groups of 'Hosted Services' and 'Site Networks', with the exception of the SD-WAN product and 'Other', are renewed for one further year in each case unless terminated with three months' notice prior to the expiry of the initial term. Notice of termination must be provided in text form.

4.2 This in no way affects the right to termination for cause.

4.3 4.3 If, when notice of termination is given, Customer data is contained in storage space that has been made available to the Customer, the Customer is required to back up this data before the effective date of termination.

5. Responsibility for Content

5.1 If Vodafone provides the Customer with internet access, the transmitted content will not be checked by Vodafone, particularly in terms of whether it contains malware (e.g. viruses).

5.2 If Vodafone provides the Customer with data storage space, the Customer is responsible for stored content. The Customer undertakes to exempt Vodafone from third party claims in respect of the content of stored data unless the Customer is not responsible.

5.3 The Customer undertakes to comply with statutory obligations, particularly the duty to disclose information under the German Telemedia Act (Telemediengesetz, TMG), in connection with services which it makes availa-

ble or to which it provides access.

5.4 If Vodafone provides the Customer with free access to the internet portal www.vodafone.de, Vodafone has no liability for the correctness or completeness of the information and third party content on this portal. If contractual relationships are entered into with regard to the use of third party services made available by Vodafone via the portal, such contractual relationships shall be exclusively between the third party and the Customer. Vodafone accepts no liability for compliance with contractual obligations when such contracts are entered into.

6. Vodafone's Liability

6.1 Vodafone's liability for damages – irrespective of the legal grounds – is limited to intentional acts or gross negligence on the part of Vodafone, its legal representatives or vicarious agents, and to the culpable breach of material contractual obligations.

6.2 Vodafone's liability as provider of publicly accessible telecommunications services in cases of culpable breach of material contractual obligations without intent or gross negligence is limited to compensation for typical and foreseeable damages.

6.3 To the extent that Vodafone is liable as provider of publicly accessible telecommunications services to compensate pecuniary damages or pay indemnification to a Customer, such liability is limited at maximum to EUR 25,000 per Customer (typical and foreseeable damages). For damages which fall outside the scope of clause 1 liability is limited to typical and foreseeable damages and a maximum of 25% of the average agreed net annual revenue. Furthermore, Vodafone's liability under clauses 1 and 2 for pecuniary damages without intent or gross negligence, or for indemnification pursuant to clause 1, in any one contract year is limited to 50% of the agreed net annual revenue. The limitations on liability set out in clauses 1 to 3 do not apply if Vodafone has acted with intent or gross negligence, or to claims asserted in connection with the delayed payment of compensation for damages or indemnification.

6.4 A material obligation pursuant to 6.2 is an obligation which is essential to the proper performance of the contract, which, if breached, jeopardises the achievement of the object of the contract and which the user may typically expect to be met.

6.5 Vodafone has liability for the loss of data through gross negligence subject to the provisions of and within the scope of section 6.2 only and to the extent that the Customer has backed up the data for the relevant application at appropriate intervals and in a suitable means that permits restoration at reasonable cost and effort.

6.6 Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected, as do statutory provisions on strict liability.

7. Customer's Obligations and Liability

- 7.1** The Customer undertakes to ensure that
- Vodafone is notified without delay of any changes to the personal data that Vodafone has on record;
 - Customer code words, passwords or personal identification numbers (PINs) are kept secret and changed without delay by the Customer or Vodafone if there is reason to believe that unauthorised third parties have gained knowledge of them;
 - suitable rooms are provided on the Customer premises for the installation and set-up of the Vodafone equipment which is necessary for performance of the Agreement for the duration of the Agreement, including all ancillary services, particularly an adequate power supply, lighting and air-conditioning, at no charge to Vodafone;

7.2 The Customer undertakes to take all reasonable actions to protect the Vodafone connection and all equipment used to operate the Vodafone connection from use by unauthorised third parties. This particularly includes – if technically feasible – the set-up/use of PINs or passwords and compliance with all manufacturer-recommended security precautions to prevent unauthorised use by third parties (particularly third party use of Wi-Fi routers and unauthorised establishment of connections via telephone systems by way of hacking); if the Customer does not take these security precautions, Vodafone shall be entitled to charge the Customer for all unauthorised third party connections generated within the first 24 hours of unauthorised use.

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7.3 The Customer undertakes to refrain from misuse of access to the services and use of the services by ensuring that

- the German Vodafone network and other networks are not impaired, modified or damaged;
- no malware, spam, chain letters or other inconveniencing messages are transmitted;
- no statutory provisions or third party rights, in particular protective rights (e.g. copyright or trademark rights), are infringed;
- the services are not used for the establishment of connections which result in the receipt of payments or other consideration from third parties in respect of either the call itself and/or the duration of the call (e.g. advertising hotlines);
- circuit switched telecommunication services are only used for manually originated connections via the hardware;
- connections are not onwardly routed for the purpose of the commercial provision of telecommunication services;
- internet access services are not used for commercial third party services providing an indefinite number of users or a closed user group with wireless access to the internet (particularly hotspot services), or to make internet services available to third parties in order that they can provide such services, unless the services are explicitly provided for this purpose as per the service description;

7.4 If the Customer fails to comply with the provisions of 7.2 and 7.3, Vodafone is entitled to take all necessary measures to prevent misuse. If such breaches occur at the Customer's responsibility, the Customer shall pay compensation to Vodafone and Vodafone is entitled to terminate the Agreement for cause.

8. Contract Transfer/ Transfer to Third Parties

8.1 The Customer may only resell telecommunication services and other services provided by Vodafone, or transfer them in return for other benefits, after obtaining the prior written consent of Vodafone

8.2 The Customer may only transfer rights and obligations arising from this Agreement or the contractual relationship to third parties after obtaining the prior written consent of Vodafone.

8.3 Third parties for the purposes of 8.1 and 8.2 are also affiliated enterprises pursuant to section 15 ff. of the German Stock Corporation Act (Aktiengesetz).

9. Applications for Interim Relief

9.1 The Customer may apply to the Federal Network Agency for interim relief in the cases specified in section 68 of the German Telecommunications Act.

10. Sanctions and Export Control

Each party shall be obliged in the context of the performance of the contract

I. to comply with all legal provisions applicable to the party with respect to the respective applicable export control and sanctions law. Compliance with the sanction-related obligations referred to in sentence 1 shall only apply to the extent that it is permissible to provide corresponding guarantees and assurances in accordance with German and EU law;

II. to not knowingly take any action that would cause the other party or any member of the corporate group to violate such applicable sanctions and/or export control laws;

III. to provide assistance, documentation and information to the other Party when reasonably requested by the other Party in connection with export control and sanctions issues; notify the other party in writing as soon as it becomes aware of any loss of license/license or any current or potential investigation or possible violation of any applicable law relating to export control and sanctions law or any change in its sanction status, e.g. inclusion on a sanctions list;

Breaches of any of the obligations set forth in (I) to (III), which constitutes good cause, shall entitle the other party to terminate this agreement without notice.

If one party breaches any of the obligations set forth in (I) to (III), the other party may claim compensation for the loss thereby incurred.

11. Legal Venue

11.1 The courts of Düsseldorf have jurisdiction over all legal disputes if the Customer is a public sector corporation, a public authority or a merchant and the contract forms part of the commercial enterprise. Vodafone also may assert claims at the Customer's general legal venue. This does not affect any exclusive legal venue. All legal relationships between Vodafone and the Customer shall be governed exclusively by the laws of the Federal Republic of Germany which apply to legal relationships between domestic parties.

12. Supplementary Terms on the Sale of Vodafone Products

12.1 Retention of title. Vodafone shall retain title to any products it sells until the purchase price has been paid in full.

12.2 Warranty on sold products: Unless otherwise provided for, the Customer's warranty rights in connection with product defects are the statutory warranty rights. Unless the products sold are consumables, the period of limitation for the Customer is one year. This does not apply in the case of claims for damages for culpable injury to life, limb or health, or in the case of claims for other damages due to wilful intent and gross negligence. Damage compensation claims for product defects are limited to the scope specified in 6.1 to 6.4. This does not affect section 444 of the German Civil Code (Bürgerliches Gesetzbuch, BGB).

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Part B.

General Terms and Conditions for Micro and Small Businesses and Non-profit Organisations

1. Subject Matter and Scope of Application

Vodafone GmbH ("Vodafone"; Ferdinand-Braun-Platz 1, 40549 Düsseldorf, with registered office in Düsseldorf, registry court: Düsseldorf District Court, commercial register entry no. HRB 38062) will provide the aforementioned services to companies which are deemed to be micro and small businesses under application of section 267a, para 1 and section 267, para. 1 of the German Commercial Code (Handelsgesetzbuch, HGB), as well as non-profit organisations, i.e. legal entities which do not generate any profits for their owners or members and are no larger than a small business (hereinafter referred to as 'Customers') on the basis of the following GTCs, the Service and Product Descriptions and the Price Schedule.

The deviating provisions of the relevant sections apply to the Vodafone Business Service Request product categories of 'Hosted Services', 'Site Networks', with the exception of SD-WAN and 'Other'. Sections 2.11 - 2.13 (service restoration) do not apply to these product categories.

An current schedule of prices can be downloaded at <https://www.vodafone.de/business/hilfe-support/vertragsdokumente-festnetz.html>.

2. Scope of Services

2.1 The services provided by Vodafone on the basis of these GTCs, the Service or Product Descriptions, may necessitate the use of specific equipment which the Customer has to procure (e.g. DSL router). Vodafone provides an access line up to the final network interconnection point at the Customer site for fixed network and DSL services. The Customer is required to install in-house cables from this network interconnection point to the telecommunications connection unit (TAE) on its premises and to install such a TAE unit for the term of the Agreement free of charge. The TAE unit must be maintained in good working order.

2.2 When telecommunications services are provided the maximum transmission rate for telecommunications services depends on the hardware used, the available network technology and the technical and geographic infrastructure at the place of use.

2.3 Vodafone reserves the right to unilaterally amend the contract terms at its reasonable discretion.

2.4 2.4 If Vodafone unilaterally amends the terms of the Agreement at its reasonable discretion the Customer may cancel the Agreement without notice or charge, unless the amendments

- are exclusively to the Customer's advantage;
- are purely administrative with no negative impacts for the Customer, or;
- they are prescribed by EU or national legislation.

2.5 Notice of termination may be given within three months of the Customer receiving notification of amendments from Vodafone in accordance with section 2.7. The date of termination of the Agreement cannot be earlier than the date on which the amendments become effective.

2.6 Sections 2.3 to 2.5 do not apply to agreements on the provision of number-independent interpersonal communications services.

2.7 Vodafone will inform the Customer clearly and comprehensively on a permanent data medium at least one month and at most two months before an amendment pursuant to sections 2.3 and 2.4 becomes effective of the following:

- the content and effective date of the amendment;
- any right of termination pursuant to sections 2.4 and 2.5.

Further options to make changes affecting the scope of services as set out in the relevant service description shall not be affected by sections 2.3 to 2.5 and do not give rise to an extraordinary right of termination in favour of the Customer.

2.8 f Vodafone procures wholesale services from third party suppliers and the price or price components for such services are fixed by law or regulation, Vodafone is entitled to adjust the basic and usage charges to the extent that such prices or price components change. This does not entitle the Customer to terminate the Agreement.

2.9 Vodafone is entitled to temporarily interrupt, restrict or suspend its services if this is necessary for reasons relating to public safety, statutory or regulatory requirements, to maintain network integrity, to uphold data privacy or to implement necessary operational or technical works. Temporary faults and interruptions to Vodafone services may occur as a result of force majeure, which includes strikes, lock-outs and official directives. The same applies in the event of service restrictions affecting third party telecommunication systems used by Vodafone to fulfil its obligations.

2.10 Vodafone's obligation to perform is subject to the correct and timely delivery of products and services to Vodafone by its suppliers if Vodafone has entered into a

congruent transaction with the supplier with the necessary diligence and is not responsible for the incorrect or late delivery. If third party supplies are required during the installation or upgrade of Customer connections or other services, for transmission path, hardware or software upgrades or for other technical services, particularly power supplies, these shall be deemed to be advance performance. Vodafone shall inform the Customer without delay of the non-availability of supplies and services and reimburse payments which have been made in respect of unavailable supplies and services without delay.

2.11 To the extent that Vodafone provides publicly accessible telecommunications services the Customer may demand Vodafone to eliminate the service interruption without delay and free of charge unless it was caused Customer. Clause 1 does not apply to number-independent interpersonal communications services or the provision of transmission services for machine-to-machine communication. The Customer has a duty to cooperate during the service restoration process.

2.12 Vodafone is required to provide documentary records of received incident notifications and agreed customer service and installation appointments to the Customer. If Vodafone does not restore service within one calendar day of receiving the incident notification it is required to inform the Customer by the next day at the latest of the actions that have been initiated and the envisaged time of service restoration.

2.13 If the service interruption is not restored within two calendar days of receiving the incident notification the Customer is entitled, commencing on the next day, to demand indemnification for each additional day of service interruption unless Customer caused or is responsible for the continuation of the service interruption, or the entire service interruption is due to statutory measures in accordance with this law, EU Regulation 2015/2120, security agency orders or force majeure. The amount of indemnification on day three and four is the higher of 5 euros or 10 percent of the contractually agreed fixed monthly charge for the affected access lines, and for day five and thereafter it is 10 euros per day or 20 percent of the contractually agreed monthly charge. This does not affect Customer's right to claim a higher amount of compensation for damages. Indemnification shall be offset against compensation for damages and vice-versa. If Vodafone misses an agreed customer service or installation appointment the Customer may demand indemnification in the amount of the higher of 10 euros or 20 percent of the contractually agreed fixed monthly charge for the affected access lines, unless the Customer is at fault for the appointment being missed. Sentence 3 and 4 apply accordingly. Vodafone's obligation to perform is subject to the correct and timely delivery of products and services to Vodafone by its suppliers if Vodafone has entered into a congruent transaction with the supplier with the necessary diligence and is not responsible for the incorrect or late delivery. If third party supplies are required during the installation or upgrade of Customer access lines or other services, for transmission path, hardware or software upgrades or for other technical services, particularly power services, these shall be deemed to be advance performance. Vodafone shall inform the Customer without delay of the non-availability of supplies and services and reimburse payments which have been made in respect of unavailable supplies and services without delay.

3. Payments

3.1 The Customer undertakes to effect all agreed payments in a timely manner. The connection rates for services, particularly value-added services provided by third parties via a Vodafone landline, include the service provider's charge and the Vodafone connection charge. Vodafone is entitled to bill the Customer for connections to third party services established via Vodafone. These services are billed in accordance with the effective price schedule. The price schedule is available online at: <https://www.vodafone.de/business/hilfe-support/vertragsdokumente-festnetz.html>. Price increases for such services do not entitle the Customer to terminate the Agreement.

3.2 The Customer also undertakes to pay for the authorised or unauthorised use of the access line/product by third parties, unless it can prove that it has no responsibility for such use.

3.3 Objections to invoices must be lodged by the Customer within eight weeks of receipt of the text format invoice to the address specified on the invoice.

3.4 Payments will be collected via SEPA direct debit mandate as the standard procedure. Vodafone shall inform the Customer at least 2 days prior to the debit transaction of the amount and date of the debit transaction Vodafone is entitled to charge an additional processing fee if the Customer

declines a direct debit arrangement or if a debit transaction is not honoured by the Customer's bank.

3.5 Only undisputed or legally valid counter claims pertaining to the same contractual relationship entitle the Customer to reduce or withhold payment of Vodafone receivables. Right of retention or refusal of performance may only be exercised by the Customer in respect of claims which are undisputed, legally valid or recognised. The limitations set out in clauses 1 and 2 do not affect the offsetting of payment claims – or the assertion of rights of retention or refusal of performance – under the same contractual relationship.

4. Contract Term and Termination

4.1 , Contracts for Vodafone services have an initial minimum term of 24 months as of the date of service commencement unless the Customer explicitly waives it and agrees a longer initial term. Longer initial terms can be agreed for the product categories of 'Hosted Services' and 'Site Networks', with the exception of the SD-WAN product and 'Other'. The Agreement is automatically renewed for an indefinite period unless terminated with three months' notice to the end of the initial term. Thereafter it may be terminated at any time with one month's notice. Agreements pertaining to the product groups of 'Hosted Services' and 'Site Networks', with the exception of the SD-WAN product and 'Other' are renewed for one further year in each case unless notice of termination is provided more than three months prior to the expiry of the initial term. Notice of termination must be provided in text form.

4.2 4.2 This in no way affects the right to termination for cause.

4.3 4.3 If, at the time of termination, Customer data is stored in the provisioned storage space, the Customer is required to back-up this data before the effective date of termination.

5. Responsibility for Content

5.1 If Vodafone provides the Customer with internet access, the transmitted content will not be checked by Vodafone, particularly in terms of whether it contains malware (e.g. viruses).

5.2 If Vodafone provides the Customer with data storage space, the Customer is responsible for the content of the stored data. The Customer undertakes to exempt Vodafone from third party claims in respect of the content of stored data unless the Customer is not responsible.

5.3 The Customer undertakes to comply with statutory requirements, particularly the duty to disclose information under the German Telemedia Act (Telemediengesetz, TMG), in connection with services which it makes available or to which it provides access.

5.4 If Vodafone provides the Customer with free access to the internet portal www.vodafone.de, Vodafone has no liability for the correctness or completeness of the information or third party content on this portal. If contractual relationships are entered into with regard to the use of third party services made available by Vodafone via the portal, such contractual relationships shall be exclusively between the third party and the Customer. Vodafone accepts no liability for compliance with contractual obligations when such contracts are entered into.

6. Vodafone's Liability

6.1 Vodafone's liability for damages - irrespective of the legal grounds - is limited to damage caused by wilful intent, gross negligence or culpable breach of material obligations under this Agreement by Vodafone, its legal representatives or vicarious agents.

6.2 Vodafone's liability as provider of publicly accessible telecommunications services in cases of culpable breach of material contractual obligations without wilful intent or gross negligence is limited to compensation for typical and foreseeable damages. To the extent that Vodafone is liable as provider of publicly accessible telecommunications services to compensate pecuniary damages or pay indemnification, such liability is limited at maximum to EUR 25,000 per Customer (typical and foreseeable damages). For damages which fall within the scope of clause 1 liability is limited to typical and foreseeable damages and a maximum of 25% of the average agreed net annual revenue. Furthermore, Vodafone's liability under clauses 1 and 2 for pecuniary damages without intent or gross negligence, or for indemnification pursuant to clause 1, in any one contract year is limited to 50% of the agreed net annual revenue.

6.3 The limitations on liability set out in clauses 1 to 3 do not apply if Vodafone has acted with wilful intent or gross negligence, or to claims asserted in connection with the delayed payment of compensation for damages or indemnification.

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6.4 A material obligation pursuant to 6.2 is an obligation which is essential to the proper performance of the Agreement, which, if breached, jeopardises the achievement of the object of the Agreement and which the Customer may typically expect to be met.

6.5 Vodafone has liability for data which is lost through gross negligence subject to the provisions of and within the scope of paragraph 6.2 only and to the extent that the Customer has backed-up their data for the application at appropriate intervals and by suitable means so that it can be restored at reasonable cost and effort.

6.6 Liability under the German Product Liability Act remains unaffected, as do statutory provisions on strict liability.

7. Customer's Obligations and Liability

7.1 The Customer undertakes to ensure that

7.2 The Customer undertakes to take all reasonable actions to protect the Vodafone connection and all equipment associated with the Vodafone line from use by unauthorised third parties. This particularly includes – if technically feasible – the set-up/use of PINs or passwords and compliance with all manufacturer-recommended security precautions to prevent unauthorised use by third parties (particularly third party use of Wi-Fi routers and unauthorised establishment of connections via telephone systems by way of hacking); if the Customer does not take these security precautions, Vodafone is entitled to charge the Customer for all unauthorised third party connections generated within the first 24 hours of unauthorised use.

7.3 The Customer undertakes to refrain from misuse of access to the services and use of the services themselves by ensuring that,

- Customer code words, passwords or personal identification numbers (PIN) are kept secret and changed without delay by the Customer or Vodafone if there is reason to believe that unauthorised third parties have gained knowledge of them;
- Suitable rooms are provided at no charge on the Customer premises for the installation and set-up of the Vodafone equipment which is necessary for performance of the Agreement for the duration of the Agreement;- all ancillary services, particularly an adequate power supply, lighting and air-conditioning,;
- the German Vodafone network and other networks are not impaired, modified or damaged;
- no malware, spam, chain letters or other inconveniencing messages are transmitted;
- no third party rights, in particular protective rights (e.g. copyright or trademark rights), are infringed;
- the services are not used for the establishment of connections which result in the receipt of payments or other consideration from third parties in respect of either the call itself and/or the duration of the call (e.g. advertising hotlines);
- circuit switched telecommunication services are only

used for manually originated connections via the hardware;

- connections are not onwardly routed for the purpose of the commercial provision of telecommunication services;
- internet services are not used to provide commercial services to third parties involving the provision of wireless access to the internet (particularly hotspot services) to an indefinite number of users or a fixed user group, or to make internet services available to third parties in order that they can provide such services, unless the services are explicitly provided for this purpose as per the service description;

7.4 If the Customer fails to comply with 7.2 and 7.3, Vodafone is entitled to take all necessary measures to prevent misuse. If such breaches occur at the Customer's responsibility, the Customer shall pay compensation to Vodafone and Vodafone is entitled to terminate the Agreement for cause.

8. Contract Transfer/ Transfer to Third Parties

8.1 The Customer may only resell telecommunication services and other services provided by Vodafone, or transfer them in return for other benefits, after obtaining the prior written consent of Vodafone.

8.2 8.2 The Customer may only transfer rights and obligations arising from this Agreement or the contractual relationship to third parties after obtaining the prior written consent of Vodafone.

8.3 8.3 Third parties for the purposes of 8.1 and 8.2 are also affiliated enterprises pursuant to section 15 ff. of the German Stock Corporation Act (Aktiengesetz).

9. Applications for Interim Relief

The Customer may apply to the Federal Network Agency for interim relief in the cases specified in section 68 of the German Telecommunications Act.

10. Sanctions and Export Control

Each party shall be obliged in the context of the performance of the contract

I. to comply with all legal provisions applicable to the party with respect to the respective applicable export control and sanctions law. Compliance with the sanction-related obligations referred to in sentence 1 shall only apply to the extent that it is permissible to provide corresponding guarantees and assurances in accordance with German and EU law;

II. to not knowingly take any action that would cause the other party or any member of the corporate group to violate such applicable sanctions and/or export control laws;

III. to provide assistance, documentation and information to the other Party when reasonably requested by the other Party in connection with export control and sanctions issues; notify the other party in writing as soon as it becomes aware of any loss of license/license or any current or potential investigation or possible violation of any applicable law relating to export control and sanctions law or any change in its sanction status, e.g. inclusion on a sanctions list;

Breaches of any of the obligations set forth in (I) to (III), which constitutes good cause, shall entitle the other party to terminate this agreement without notice.

If one party breaches any of the obligations set forth in (I) to (III), the other party may claim compensation for the loss thereby incurred.

11. Legal Venue

The courts of Düsseldorf have jurisdiction over all legal disputes if the Customer is a public sector corporation, a public authority or a merchant and the contract forms part of the commercial enterprise. Vodafone also may assert claims at the Customer's general legal venue. This does not affect any exclusive legal venue. All legal relationships between Vodafone and the Customer shall be governed exclusively by the laws of the Federal Republic of Germany which apply to legal relationships between domestic parties.

12. Supplementary Terms on the Sale of Vodafone Products

12.1 Retention of title. Vodafone shall retain title to any products it sells until the purchase price has been paid in full.

12.2 Warranty on sold products: Unless otherwise provided for, the Customer's warranty rights in connection with product defects are the statutory warranty rights. Unless the products sold are consumables, the period of limitation for the Customer is one year. This does not apply in the case of claims for damages for culpable injury to life, limb or health, or in the case of claims for other damages due to wilful intent and gross negligence. Damage compensation claims for product defects are limited to the scope specified in 6.1 to 6.4. This does not affect section 444 of the German Civil Code (Bürgerliches Gesetzbuch, BGB).

Vodafone GmbH, Ferdinand-Braun-Platz 1, 40549 Düsseldorf, registry court: Düsseldorf District Court, HRB 38062