

**General Terms and Conditions for the Provision of
Telecommunications Services, and thus Related Services of
BCC Business Communication Company GmbH**

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Section I: General Conditions – Regulatory Purpose and Legal Bases

§ 1 Scope / General Conditions

§ 1.1 The following conditions apply for the provision of telecommunication services and thus, the related additional services from BCC, insofar as these issues are not fully governed by the separate General Terms and Conditions of BCC or the necessarily applicable statutory provisions preclude the application of individual conditions, even if a suitably explicit reference is lacking in these General Terms and Conditions. They also apply to information, consultation and troubleshooting.

§ 1.2 Contrary confirmations of the contracting party in regard to its General Terms and Conditions are hereby rejected.

§ 1.3 Differing conditions of the contracting party are only applicable if BCC expressly and in writing consents to this.

§ 2 Contract Conclusion

§ 2.1 BCC provides the telecommunications service and thus the related services under the provisions of the Telecommunications Act (TKG) to the extent necessary and applicable, under the following applicable General Terms and Conditions (AGB) together with the relevant specifications for these services and payment provisions in their respective applicable version and written individual agreements.

§ 2.2 The contract is concluded either by signature of both contracting parties or by previous offer of BCC and the corresponding order of the contracting party if this order was confirmed in writing on the part of BCC or based on an order confirmation of BCC to the contracting partner after its verbal order.

§ 2.3 The acting provisions of the TKG apply directly between BCC and its contracting parties even if reference is not explicitly made to them in the following conditions.

§ 2.4 BCC concludes contracts based on its own conditions. Deviating conditions of the contracting parties apply only if BCC expressly, and for companies in the sense of the German Commercial Code (HGB), agrees to this in writing.

§ 2.5 German law governs the contractual relationships between the parties. The UN Trade Law is excluded. Unless otherwise provided by mandatory applicable legal provisions, Wolfsburg is the place of performance. Another place of performance can be agreed upon in the contract. The jurisdiction is Wolfsburg.

§ 2.6 The contract remains in effect even with the legal invalidity of individual terms and conditions in its other parts. This does not apply if, in this case, adherence to the contract would constitute an unreasonable hardship for one of the contracting parties.

§ 3 Notification of the AGB

These General Terms and Conditions of BCC – Business Communication Company GmbH – for the provision of telecommunications services are available to the regulatory authority in the sense of §23 of the TKG. They were published in the official journal of the regulatory authority and can be viewed at any time in our office or on the Internet at <http://www.bcc.de>.

§ 4 Contract Amendments and Supplements

§ 4.1 BCC will notify the contracting party in writing of any amendments to these General Terms and Conditions. The amendments will take effect no earlier than two months after their notification. Amendments are made at the expense of the contracting party and the contracting party may terminate the contract within one month after receipt of notice of an amendment with a notification period of 14 days. If the contracting party does not terminate the contract, the amendment will take effect at the end of the next calendar month. If BCC is exclusively benefited by a modification of the contracting party, the relevant regulations can be applied by BCC upon notification of the amendment.

§ 4.2 With regard to amendments and supplements to the contract by individual agreements, § 2.4 of these AGB shall apply mutatis mutandis.

§ 4.3 BCC has the right, with an amendment to the prescribed statutory VAT, to adjust its remuneration in correspondence with the effectiveness of the amendment.

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§ 4.4 Changes to contractual terms entitle the contracting parties, within four weeks from notification of the change, to terminate the contract upon effectiveness of the change. This right to termination is excluded if the change is not to the detriment of the contracting parties, or the contract conclusion is or has been carried out as already agreed under the terms of the contract.

§ 4.5 The rights and obligations of BCC from contractual agreements can be fully transferred without consent of the contracting party to associated companies with debt-discharging effect for the transferor to the extent that applicable statutory provisions are not against it. The transferor will indicate the transfer of the contract through the appropriate measures. The transfer of rights and obligations to others than the aforementioned companies is allowed. The contracting party may, in this case, make use of his right to proper termination within four weeks of notification.

Section II: Rights and Obligations of the Contracting Parties

§ 5 Contracting Parties

§ 5.1 BCC will provide and maintain telecommunications services and cede the subject of the contract to the contracting party.

§ 5.2 The transmission path or the transmission network ends with the completion of BCC facilities (BCC-transfer point) including a free in-house wiring, if between the house entrance and the system technology there is less than 15m and free operation of the transmission technology is ensured. The contracting party can connect buildings, associated cables and/or terminal equipment. If the contracting party's terminal board is also in this room, no additional charges will be assessed by BCC for connection between the BCC transfer point contained in the BCC system technology and the contracting party's terminal board. With separate locations of the BCC transfer points and contracting party's terminal board within the building, this connection will be provided either by the contracting party or this will be charged separately in an invoice by BCC at the expense to the contracting party.

§ 5.3 The facilities licensed or installed by BCC at the contracting party remain the property of the BCC.

§ 5.4 As part of provision, a technical measurement for demonstration was produced through BCC for determination of the operational readiness of the available transmission path. The measurement reports are available to the contracting party upon demand; the operational readiness is reported to the contracting party in writing.

§ 5.5 The extent of the contractual services result from the performance specifications of the performance certificate as well as from the details pertaining thereto of the written agreements of the contracting party and is produced within the context of the technical and operational capabilities that BCC provides.

§ 5.6 BCC reserves the right to change the BCC services and supplies or to make improvements. If significant disadvantages are incurred by the contracting party in comparison to the contractually agreed services and supplies, it is then entitled to extraordinarily terminate the contract within a period of two weeks to the end of the month. BCC is also entitled to adjust or reduce the BCC services or supplies if this is necessary due to legal provisions or enforceable statutory instructions. In this case, BCC will adjust the compensation payable by the contracting party accordingly.

§ 5.7 BCC may interrupt the telecommunication services provided or limit them in duration, to the extent necessary for reasons of public safety and to carry out operations-necessary work and to avoid disruptions. BCC will take into consideration the concerns of the contracting party as much as possible. Scheduled work will be announced to the contracting party in advance in a timely manner, insofar as required by law.

§ 5.8 BCC is obligated for the care and protection of the land used by it for installation of telecommunications (TK) links.

§ 5.9 The contracting party shall be informed in a timely manner of the type and extent of the necessary construction work. The consent of the contracting party or its representatives and BCC is required for the type of necessary construction. During test operation, BCC will provide the contractual services within the scope of the test-restricted technical and operational possibilities. Both contracting parties are aware that they are participating in a test that has as its goal both the detection of problems in daily operations as well as their solution. A guarantee for the reliability of the provision of services can therefore not be assumed during test operation.

§ 6 Services of the Contracting Party / Technical Data of the Contracting Party / Cooperative Obligations of the Contracting Party

§ 6.1 BCC has the right to demand all necessary information on the identity as well as the legal and business capability of the contracting party through the provision of official documents such as photo identification cards and registration forms to obtain or demand the necessary information for assessment of credit worthiness and to check for evidence of the existence of the right to sign or authorization to act. Furthermore, the contracting party has to report, at the request of the BCC, an address as well as a paying agent in Germany or other EU countries, a credit card or bank account for a credit institution authorized in the European Economic Area, based in an EU

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country or Switzerland. If the contracting party reports a paying agent to BCC, this does not affect the position of the contracting party as a customer and its obligation to pay the fees.

§ 6.2 Unless otherwise agreed, according to the statutory provision, the necessary governmental approval, authorization or concession, as well as the notice of the duty of disclosure associated with the legal transaction must be obtained by the contracting party. The same applies to obtaining any necessary consent of third parties. In this regard, the contracting party of BCC will be liable for the completeness and accuracy of its information.

§ 6.3 Upon termination of the contract – for whatever reason, BCC is entitled to deletion of the stored or accessible contents of the named data. The contracting party is obligated for the possible retrieval of the named data until the termination of the contract.

§ 6.4 The contracting party is required to:

§ 6.4.1 The contracting party provides for the operation and installation of the technical facilities of BCC serving the contract purpose free and in a timely manner on its own / if necessary, any necessary facilities, adequate preparation rooms and appropriate management channels as well as power and ground available and shall ensure that these are maintained, for the duration of the contract, in functioning and proper condition.

§ 6.4.2 The contracting party shall support BCC in its activities so that BCC can provide its services according to this contract fully, on time and in due quality. To this end, the contracting party shall provide, in particular, the following corresponding cooperation:

- It will assist BCC in obtaining all the permissions necessary to provide the services, by compliance with the conditions and constraints attached to the permissions, insofar as they relate to the contracting party and by providing the necessary information to BCC for processing of service provision.
- The contracting partner will provide new applications or changes to existing applications, which can have an impact on service provision and will notify BCC in a timely manner.
- The contracting party will provide the employees or vicarious agents of BCC access to the information necessary for its activity and will provide free access in a timely manner to all necessary documents.

§ 6.4.3 The contracting party shall appoint to BCC a technically competent contact who is responsible and able to take part in making the necessary decisions.

§ 6.4.4 The contracting party may use the licensed telecommunications infrastructure for the transmission of voice and/or data, only in accordance with the telecommunication laws and regulations in the current valid version. The contracting party shall ensure that no abusive, libelous, immoral or illegal contents, in accordance with the contractual agreements of the parties, are disseminated on the licensed telecommunications of BCC or are provided such dissemination. The contracting party shall release BCC from first demand of all claims of third parties, which are received from the alleged breach of the aforementioned obligations to BCC.

§ 6.4.5 Unless otherwise agreed, according to the statutory provision, the necessary governmental approval, authorization or concession, as well as the notice of the duty of disclosure associated with the legal transaction, must be obtained by the contracting party. The same applies to obtaining any necessary consent of third parties. In this regard, the contracting party of BCC will be liable for the completeness and accuracy of its information. The contracting party shall allow the entry onto his land and premises by employees of BCC or its agents as well as by agents of the competent supervisory authority, insofar as this is necessary for the relocation, maintenance and renovation of the facilities. The expenditures necessary for this are borne by the contracting partner.

If the contracting party is not the property owner, he must submit a declaration of consent to BCC, which is signed and submitted by the owner or other materially authorized individual, whose land will be affected by the establishment and/or performance of the contractual service of BCC (Property Owner Declaration).

§ 6.4.6 The contracting party will comply with agreed-upon technical transmission protocols and interfaces.

§ 6.4.7 The contracting party shall coordinate with BCC all impacts that could affect the operation of the installation on the property.

§ 6.4.8 Before the start of installation work, the contracting party shall determine the location of concealed electric power, gas and water lines and similar equipment and will call attention to the fact that they are harmful to health (e.g. asbestos-containing materials).

§ 6.4.9 The contracting party shall provide BCC with special protective clothing or other material facilities free of charge, insofar as these, as an exception, are necessary due to the operational characteristics for the contracting party for the performance of inspection, installation and maintenance work on the leased or purchased object.

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§ 6.4.10 All maintenance and modification work on the facilities of BCC will be carried out by BCC.

§ 6.4.11 In the event of a breakdown, the contracting party shall grant employees of BCC and their maintenance personnel or agents unhindered access to the leased facilities.

§ 6.4.12 BCC has the right to entrust its subcontractors with performance of its contractual obligations.

§ 7 Dates / Terms / Work Acceptance

§ 7.1 The maximum term within which an operational connection shall be provided is specified in the respective description of services. Otherwise, performance terms and dates are only binding if they are expressly agreed as such and in writing.

§ 7.2 Agreed upon terms/dates shall shift to a reasonable time period with a temporary and unforeseeable obstacle to performance for which BCC is not responsible. This is true even if BCC is hindered by the interpolation of subcontractors at no fault of its own in providing the service in a timely manner.

§ 7.3 The provision terms shall be extended without prejudice to the rights of BCC due to a delay of the contracting party by the period in which the contracting party does not fulfill its obligations to BCC.

§ 7.4 If the contracting party is in default or violates other cooperation obligations, BCC may demand compensation for damages incurred, including any additional expenses, in accordance with legal provisions. In the case of default of the contracting party in the provision of access to the terminal block for installation, BCC can demand, after setting and expiration of a reasonable grace period, termination of the contract and compensation of damages due to non-performance.

§ 7.5 If BCC is in default with the service owed, then the contracting party shall be entitled to rescission (of the contract) if BCC does not comply with a reasonable period set by the contracting party. Any further claims for damages can only be asserted by the contracting party insofar as this was separately and contractually agreed upon in writing.

§ 7.6 Work acceptance is documented that the service provided by BCC is according to the contract. The service of BCC is deemed accepted if the contracting party accepts the transfer completed. The service of BCC is also deemed to be accepted if within 10 business days after provision for acceptance of the work, the contracting party acknowledges in writing via BCC that the contracting party has no objections in written form.

§ 7.7 If, during installation, no unforeseen hardware or software enhancements are necessary by the contracting party, the provision time shall also depend on the delivery times of the corresponding suppliers.

§ 7.8 The contracting party must immediately notify the competent registration office of any faults, defects or damages and allow for immediate remediation, whereby at the request of BCC access to the facilities must be provided. The warranty claims shall expire in one year.

§ 7.9 BCC, having been informed of the breakdown, will begin with elimination of the breakdown without undue delay and will eliminate the breakdown within the scope of its technical and operational capabilities without undue delay. The time within which BCC receives notification of the breakdown, within which it must begin elimination of the breakdown and within which it must eliminate the breakdown, is specified in the description of services. Remediation outside the remediation times specified in the description of services and remediation for specific conditions, is performed by BCC respectively, according to each agreement, and for additional payment (in accordance with the conditions for other services provided by BCC), whereby the payment obligation is raised before remediation.

§ 7.10 If BCC requests that a breakdown be repaired and the breakdown is caused by the contracting party, then the services provided by BCC as well as its expenses incurred are to be paid by the contracting party. Likewise, the contracting party must pay for the services provided by BCC as well as its associated expenses if the breakdown repair, for reasons attributable to the contracting party, cannot be performed or is possible for anything other than the time agreed upon with the contracting party.

§ 7.11 Delays caused by the contracting party during the performance of remediation cause no release from the obligation of the contracting party to pay the monthly and annual fees.

§ 8 Transfer to Third Parties

The contracting party may not, without the prior written permission of BCC, which may only be refused for practical reasons, transfer the telecommunications system and infrastructure to third parties for independent and autonomous use and/or use these facilities for third parties. The contracting party is liable for all damages caused by him, which result from the use by third parties of the network termination unit or the communication facilities located on the property.

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§ 9 Warranty

BCC warrants that the services correspond to the specifications listed in the respective service agreements for those services. Quality guarantees or warranties are not agreed upon. A guarantee of liability shall only apply if BCC has expressly stated such a warranty transfer in writing. Representations, advertising statements, product descriptions, etc. do not represent any such statements in the sense of a warranty transfer.

§ 10 Force Majeure

BCC is exempt from its obligation to perform in cases of force majeure. Force majeure means any unforeseeable events and those events, whose effects are not caused by any contracting party to contract fulfillment. These events include, in particular lawful labor dispute actions, also third party operations as well as governmental actions.

§ 11 Liability

§ 11.1 BCC is liable only for damages, regardless of their legal basis, which are caused by gross negligence or intentional breach of duty, or a breach of a significant contractual duty.

§ 11.2 In the cause of slightly negligent breach of a significant contractual duty, the liability of BCC is limited typically to the amount of the foreseeable damage. The liability for simple negligent breach of other obligations is excluded.

§ 11.3 For housing services, BCC is liable for negligently caused damage up to a maximum of € 12.500 per event and a maximum, however, of € 50.000,- per contract year.

§ 11.4 The liability of BCC to end customers for financial losses resulting from provision of telecommunication services to the public is limited, in accordance with the Telecommunications Customer Protection Regulation, to an amount of 12,500 Euros per end customer. For all the injured end customers, the liability of BCC is limited to 10 million Euros per damage-causing event. If compensation, which is to be paid multiple times for the same event, exceeds the maximum limit, then damage compensation is reduced to the proportion, in which the total of all claims for damage compensation reach the maximum limit. The liability limit is the amount payable if the damage was caused intentionally.

§ 11.5 If the customer is not an end customer, but itself a provider of telecommunication services to the public, the liability of BCC to the customers is limited to negligently caused property damage, insofar as there is a breach of significant contract obligations (so called cardinal obligations) to an amount of a maximum of 12,500 Euros per accident and overall a maximum, however, of 25,000 Euros per contract year. BCC's liability to customers in the liability amount of 12,500 Euros per aggrieved end customers under the Telecommunications Customer Protection Regulation, therefore, remains unaffected.

§ 11.6 Liability of BCC for subsequent damages and indirect losses such as loss of profit, savings or other indirect damages, except in the case of intentionally caused damage, is excluded.

§ 11.7 As to the rest, the liability of BCC is limited to the amount, except in causes of intentional cause of damage, according to the performance of its public liability insurance.

§ 11.8 BCC is also not liable for damages, insofar as the customers were not able to prevent the occurrence through appropriate measures, in particular, program and data backups as well as adequate training of the individual user and their own security measures. Damage compensation for restoration of destroyed or lost data is limited to the costs of the recovery of such data from backups created by the customer.

§ 11.9 The preceding limitations of liability apply in favor of the employees of BCC and the companies and their employees affiliated with BCC in the performance of the contract.

§ 11.10 BCC assumes no liability for:

- the content of the data transmitted by it or for the content of the data accessible via BCC services. The contracting party is liable for the contents of the private or business home pages configured by him, data stored in memory, the e-mails sent by him and the data placed by him in traffic. If the service is wholly or partly stopped due to breach of this obligation, then with respect to this, a claim for damages is excluded. BCC reserves the right, but is not obligated however, to refuse its contracting party the transportation of data or services that contradict laws, international conventions or morals.
- Damages, which arise due to a necessary, but not granted official permit, approval, license or consent from third parties.

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Furthermore, BCC assumes no liability nor does it provide a warranty that the software supplied meets the requirements of the contracting party, is error-free or all software bugs can be fixed. With the establishment of firewall systems or security solutions (e.g. anti-virus products) BCC proceeds according to the current state-of-the-art technology, but does not guarantee and is not liable for its absolute security. Likewise, BCC is also not liable for disadvantages that arise from the fact that this will circumvent the contractor-installed firewall system or deactivate the installed security solution. In consumer transactions, BCC can be exempted from claims for contract cancellation or price reductions if, within a reasonable time, it exchanges the defective software or defective firewall system for a defect-free one; in consumer transactions BCC can be exempted from the obligation to grant a reasonable reduction in price if it effects an improvement within a reasonable period and adds what is missing. In consumer transactions, only liability for ordinary negligence is excluded.

§ 11.11 The preceding limits of liability do not apply if a legally binding liability is provided according to the product liability act or covers personal damages.

§ 12 Purchase and Delivery of Equipment and Facilities

§ 12.1 The use and risk, insofar as not otherwise contractually agreed, shall pass, with departure of the shipment from the factory or warehouse, to the contracting party. This applies even if the delivery is made in connection with assembly or if the transport is performed or organized by BCC.

§ 12.2 Delivered goods remain the property of BCC until full payment.

§ 12.3 The warranty period for sold goods is twelve months. This also applies to goods, which are firmly fixed to a building or land. After the expiration of the six month period, all warranty claims expire so that no recourse can be made against BCC by the contracting party. During the warranty period, the contracting party has to prove the existence of a defect upon delivery of the item as well as prove that this was not caused by use. After discovery of the defect BCC will, by its own choice, undertake to repair or exchange the item or allow cancellation or price reduction. For equipment, which was subsequently modified by the contracting party's own personnel or by third parties, BCC no longer provides any warranty and likewise no responsibility for defects, faults or damage will be assumed that was caused by improper wiring, lack of power or air conditioning, removal of connection cables, operation, damage caused by computer viruses as well as transport damage. The warranty does not cover the replacement of parts subject to natural wear and tear.

§ 12.4 Complaints of defects must be made immediately in writing. BCC will be given a reasonable amount of time in which to remedy the deficiency, whereby the contracting party will allow BCC all the necessary measures for examination and defect repair. For warranty work at the premises of the contracting party, the necessary labor will be provided free. Parts that are replaced within the scope of maintenance shall become the property of BCC.

§ 12.5 If BCC, after repeated attempts and after setting a grace period of at least four weeks, is not able to produce the contractually agreed-upon condition, then the contracting party has the right to terminate the contract in writing with immediate effect. No claims for damages in excess of this shall arise for the contracting party.

§ 12.6 The contracting party is liable for damage or loss of equipment and facilities, which BCC establishes in the course of providing its services in the premises of the contracting party, regardless of the cause, thus even with force majeure, unless the damage was caused by BCC or its agents. As concerns the liability of the contracting party, it does not matter for what legal reason he uses the space (lease, rent, etc.). The contract for the service and the subsequent obligation to pay compensation dissolves in the case of total destruction of the equipment, if BCC does not make restoration within a reasonable period. The costs for restoration shall be borne by the contracting party. The contracting party is obliged to immediately inform BCC of any dangers to the facilities or ownership. This applies, in particular, if the rights of BCC are endangered by the actions of third parties or official decrees. Costs of judicial or extrajudicial claim of ownership of BCC are attributable to the contracting party.

§ 13 Delayed Payment

§ 13.1 If a contracting party is in default for 2 consecutive months with payment of the fee owed or in a longer than 2 month long period with an amount, which corresponds to the average amount owed for 2 months, or with the agreed-upon payments in any case, but at least with a seventy five Euro excess amount in default, then BCC may, two weeks after receipt of written notice of termination, terminate the technical facility at the cost of the contracting party or terminate the contract without notice.

§ 13.2 BCC is entitled to charge interest of 8% above the annual discount rate of Deutsche Bundesbank, insofar as this does not necessarily conflict with applicable law or demonstrably higher damage has not occurred due to delay. BCC reserves the right to assertion of further claims of any kind due to payment default. The appropriate intended and necessary costs for the intervention of lawyers and collection agencies shall be borne by the contracting party. The contracting party agrees, in the event of default, with its

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contractual obligations to reimburse BCC for reminder and collection charges incurred. When a debt collection institution is hired, the contracting party is obligated to provide reimbursement.

§ 13.3 BCC has the right to sell its claims against its contracting party to third parties.

§ 14 Offset and Retention Rights

The contracting party has the power to offset claims of BCC only insofar as the counterclaims are undisputed or legally valid. The contracting party is entitled to the assertion of retention rights only for counterclaims from this contract.

§ 15 Security Deposit, Prepayment, Subject to Charge, Payment Terms

§ 15.1 BCC is entitled to make provision of services dependent on either an adequate security deposit or a prepayment, if the timely payment of compensations claims appears endangered. The prepayment conditions are particularly indicated if a bankruptcy is imminent, ordered, opened or granted or if proceedings must be undertaken against the contracting party because of repeated payment default with discontinuance of service or extraordinary termination.

§ 15.2 The security deposit can be made through declaration of surety or bank guarantee of a credit institution authorized in the European Economic Area or by cash deposits; other security deposits can be rejected by BCC.

§ 15.3 A security deposit made in cash earns statutory interest. The security deposit shall be returned without undue delay or shall be offset against BCC for existing payment obligations as soon as the prepayment conditions for provision of the security deposit have been dropped.

§ 15.4 BCC shall provide the contracting party with an invoice for the respective fee for services provided, in accordance with the certificate of service.

§ 15.5 Unless otherwise agreed in writing, the subject to charge status begins with the provision of notice to the contracting party and ends with the last day of the contract period (specific day calculation). The fee is due and payable upon receipt of the invoice. With fees due monthly, the fee for the time from the first to the last day of the month is to be paid.

§ 15.6 Insofar as the contracting party of BCC has not provided any direct debit mandate for the current payments, the current payments are respectively due and payable by the third business day of the month. If the contracting party of BCC has provided a direct debit mandate, BCC will debit the current payments respectively by the third business day of a month from the account of the contracting party.

§ 15.7 BCC may demand installment payments for the installation of telecommunications equipment in a reasonable amount according to installation progress.

§ 15.8 All fees and installment payments are subject to the respective applicable statutory sales tax.

§ 15.9 In the event that after expiration of a period of four months after contract conclusion, in the sense of § 15.4, on the part of BCC, within the context of contract management, fees may be incurred for regulatory approvals, requirements or other services to third parties, which are incurred on the basis of legal regulations, BCC has the right to increase for the costs incurred on a pro rata basis to the contracting party.

§ 15.11 The customer is obligated, for each dishonored check or each debit not honored or returned, to reimburse BCC for its costs incurred to the extent of his responsibility for such incurrence of expenses.

§ 15.10 The contracting party shall immediately notify BCC in writing, at the latest within six weeks after receipt of the invoice, of any objections to the usage-dependent services billed or recorded in the invoice. If the contracting party is prevented, through no fault of its own, from meeting these objection periods, an objection may be made within a period of two weeks after removal of the obstacle.

§ 15.11 BCC is entitled to assign a clearing reference (e.g. single contracting party number) to the contracting party for all BCC services in the field of telecommunications services and a final invoice amount rounded off to a full Euro cent. If the payment is made without information on the payment purpose, the payment will be applied to the oldest debt. If the payment is not received with the original document and without information of a clearance number in the invoice, then the discharge of the payment occurs only with assignment of the payment.

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§ 16 Other Notification Obligations, Communication of Declarations

The contracting party must immediately make notification in writing of changes to its name or designation, under which it is listed in the operating documents of BCC, as well as of any change to its address (headquarters relocation), the paying agent, the loss of legal capacity and any change to its legal form, its registration number and its known bank or credit card information no later than within one month of the change, which is indicated in writing to the relevant BCC site for payment clearance. If, as a result of a breach of obligation, there occurs non-delivery, this is at the expense of the contracting party.

§ 17 Registration Conditions for Domain Names

§ 17.1 BCC shall assign the domain name desired by the contracting party and on behalf of the contracting party, insofar as the desired domain has not already been assigned. A test of whether such a domain is subject to foreign rights is not undertaken by BCC.

§ 17.2 The domain will be furnished by the competent registry. BCC itself, therefore, purchases or awards no rights to the domain name. In terms of the domain desired by the contracting party, therefore, the general contract conditions of the responsible domain provider will be utilized. The general terms and conditions of the domain provider will be sent to the contracting party at the request of BCC before contract conclusion.

§ 17.3 The contracting party has to comply with all the contract terms of the respective registration site obligations. The contracting party is specifically prohibited from obtaining a domain name with foreign trademark rights (naming rights, trademark rights, etc.) or other protective rights. In the case of culpable violation of this obligation, which leads to damages for BCC, the contracting party must compensate for this damage according to the provisions of the Civil Code.

Moreover, in addition, our general terms and conditions apply to domain provision, which can be viewed at any time in our office spaces or on the Internet under <http://www.bcc.de>.

§ 18 Data Protection / Telecommunications Secrecy

§ 18.1 The legal basis for dealing with the personal data of the contracting party is the Federal Data Protection Law (BDSG), the Telecommunications Act (TKG), the Telecommunications Data Protection Regulation (TDSV) and the Teleservices Data Protection Act (TDDSG). Personal data of the contracting party will only be collected, processed or used if the individual has consented or the BDSG, TKG, TDSV and TDDSG or another legal provision so directs or permits.

§ 18.2 BCC shall respect the secrecy of telecommunications in the context of legal requirements. The processing of message content is generally carried out on BCC telecommunications equipment, unless the message contents are passed, on behalf of or by input of the contracting party, into the telecommunication systems of other network operators. Here, the necessary connection data is also transmitted.

§19 Nondisclosure

§ 19.1 BCC and the contracting party agree that all the information will be treated as confidential by the other contracting party. This obligation shall apply even after the termination of the contract for a period of 3 years afterwards. Both contracting parties will also impose this obligation on their employees.

§ 19.2 Information is considered to be confidential, in particular, when documentation is transferred to the recipient with the statement that the information therein is to be treated as confidential and is marked accordingly as "for your eyes only." Also, any knowledge that BCC obtains during provision of services to the contracting party and the fact of service provision for the contracting party as well as its results are deemed to be confidential.

§ 19.3 The nondisclosure obligation does not apply demonstrably to information as follows

- the information disclosed to the party by the other contracting party lawfully and announced by third parties that are not under the obligation of confidentiality or
- as a result of publications or otherwise was commonly known among experts or will be after notification.

The burden of proof regarding the exceptions cited above is placed on the contracting party who has openly disclosed the confidential information.

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Section III: Discontinuance of Service and Termination of the Contract and of the Agreements on Additional Services

§ 20 Discontinuance of Service

§ 20.1 BCC has the right to discontinue (suspend) the provision of services entirely or partially if

- the contracting party is in default to BCC with its payment obligations in the field of telecommunications, in accordance with the provisions of the TKG, after an unsuccessful reminder with threat of service interruption or disconnection and after granting of a grace period for a duration of at least two weeks,
- the contracting party is in default to BCC or another of the companies named in these general terms and conditions with its payment obligations in the field of telecommunications, in accordance with the provisions of the TKG, after unsuccessful reminder with threat of service interruption or disconnection and with granting of a grace period for a duration of at least two weeks.
- the contracting party has violated other material contractual obligations, in particular those that serve to secure the efficient operation of public telecommunications networks or the protection of third parties, despite a request to maintain these, and in the case of objections to this request, the approval of the regulatory authority is present or a public telecommunications network is disrupted from the connection of the contracting partner, so that there is impairment of another contracting party or the service or a threat is made by persons and immediate remediation, despite a request for this, is not possible, which violates the acting provisions for the substantive protection of information services, as well as violates the prohibition against using the services for the transmission of threats, obscenities, and causes inconveniences or other harm to the other contracting party,
- the contracting party loses his legal or contractual capacity and produces no liability declaration of the legal representative,
- the contracting party did not successfully or did not completely comply with or did not comply with in a timely manner the request for a security deposit or advance payment under the threat of a suspension or setting of a grace period for a duration of at least two weeks.
- regarding the contracting party, insolvency proceedings are imminent or a request was made to open them or their credit rating is jeopardized for other reasons or no longer exists and a warning of a suspension or setting of a grace period of two weeks was without success.
- despite a request from BCC the contracting party has not provided any in-country or EU country service address or paying agent,
- reasonable grounds exist for suspecting that the contracting party is misusing the telecommunications service or the services related thereto, in particular fraudulently, or is tolerating abuse of the same by third parties.

§ 20.2 The discontinuance of service is lifted without due delay as soon as the reasons for its performance are accounted for and – in the case of a corresponding request of BCC – the contracting party, with the discontinuance of service, has paid the associated costs for its lifting. A discontinuance of service does not relieve the contracting party of the obligation to pay the monthly and annual fees.

§ 21 Types of Contract Termination

Continuous contractual obligations shall be terminated by:

1. expiration of the agreed-upon time period,
2. ordinary and extraordinary termination,
3. death of the contracting party,
4. declaration as a result of the opening of insolvency proceedings against the assets of the contracting party or
5. termination of additional services.

§ 22 Minimum Contract Periods

§ 22.1 The contracting party shall select the minimum contract periods with the ordering of Business Access and with agreements on additional services. Unless otherwise agreed in writing, a minimum contract period of 12 months applies as agreed. The contract starts at the end of the day on which the service was provided. This is documented by the receipt of notification of provision to the contracting party. It is concluded for an indefinite period, whereby BCC and the contracting party waive an ordinary termination during the agreed-upon minimum contract period.

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§ 22.2 If before the expiration of the minimum contract period the customer declares that he no longer wants to use the agreed upon services for reasons not attributable to BCC, then BCC can declare its consent to set aside the contract and the agreements on additional services associated with it from the following month and under the condition that the customer makes a payment on account. The payment on account is calculated from the number of remaining months times 80% of the total of the agreed upon monthly charges. One-time payments (production costs) are in any case to be paid in full.

§ 23 Ordinary Termination

§ 23.1 The contract period begins with the contractually agreed upon date. In the absence of such an agreement, the contract period begins with acceptance of the work.

§ 23.2 Contracts, for which a minimum contract period was agreed upon, shall be extended by twelve months if none of the contracting parties terminates the contract by giving three months written notice before the end of the contract period.

§ 23.3 Contracts without a minimum contract period can be terminated by both contracting parties in writing with a notification of one month to the end of the month. After expiration of the agreed upon period, these contracts can be extended in accordance with § 23.2.

§ 23.4 After termination of the contract, BCC must remove the installed transmission technical facilities. The contracting party shall not demand the removal, however, as long as no technical objections exist against the lines and facilities being left in place and the use of the property and/or the building is not significantly hampered.

§ 24 Extraordinary Termination

§ 24.1 The contract can be terminated by either party for cause, without notice. An important reason for BCC are significant infringements by the contracting party. In particular, this includes payment in arrears of more than two months or fraudulent manipulations at the technical facilities.

§ 24.2 In the event of an extraordinary termination for reasons not attributable to the contracting partners before the date of provision and receipt of notification of provision, due to a breach in the contractual obligations by the contracting party, the contracting party is obligated to make payments in the following amounts:

§ 24.2.1 The replacement costs (if collocation spaces were provided), that BCC incurs in order to offset the collocation spaces again in an appropriate condition for use by third parties, plus

§ 24.2.2 the higher of the following two amounts:

- (a) The total of the payments made by BCC to third parties with cancellation or early termination and the other expenses associated with the provision and discontinuance of services; or
- (b) the amount
 - (aa) in the amount of the monthly payment of the terminated service for one month, insofar as the termination notice was made by BCC more than five (5) business days before the provision date, or
 - (bb) in an amount equal to the current monthly charge of the terminated service for three months, insofar as the notification was made five (5) business days before the provision date or later.

The calculation of the payments resulting with the termination, in accordance with § 24.2.1 and/or § 24.2.2, does not apply if the customer proves that there was no damage or only minor losses occurred or if BCC proves a higher damage. In these cases, the customer has to provide compensation for the actual damages. If the contracting party terminates the contract before transferring or assuming the contractual services or the contracting party prevents creation of a connection in whole or in part with the result that BCC terminates the contract, then he also has to compensate BCC for the expenses for already performed work and for the necessary dismantling of the already installed telecommunications facilities as a result of the termination. BCC is furthermore entitled, in these cases, to obtain from its contracting party a cancellation charge in the amount of 25% of the agreed upon installation costs with immediate maturity. The contracting party is free to prove that BCC has not incurred any or just minor losses. Any further claims by BCC remain unaffected.

§ 24.3 In the event of termination for cause by BCC after the provision date or after receipt of provision notification (whichever event occurs first) or before expiration of the minimum contract period, based on breach of contract by the customer, the customer is obligated to pay the following amounts:

§ 24.3.1 The replacement costs (if collocation spaces were already provided), that BCC incurs in order to offset the collocation spaces again in an appropriate condition for use by third parties, plus

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§ 24.3.2 the higher of the following two amounts:

- (a) The total of the payments made by BCC to third parties with cancellation or early termination and the other expenses associated with the provision and discontinuance of services; or;
- (b) 25% of the monthly charges, which the customer would have had to pay for the period from the effective date of the termination to the expiration of the minimum contract period.

The calculation of the payments resulting with the termination, in accordance with § 24.2.1 and/or § 24.2.2, does not apply if the customer proves that there was no damage or only minor losses occurred or if BCC proves higher damage. In these cases, the customer has to compensate for the actual damages. Moreover, BCC reserves the right to recovery of damages. The service agreements of BCC on collocation spaces must additionally be taken into account.

§ 25 Death of the Contracting Party

The legal successors of the contracting party are obligated to immediately report the death of the contracting party to BCC. If within two weeks of notification of BCC of the death of the contracting party, a third party has not applied for entry into the contract, the contract ends with the death of the contracting party. For charges that are incurred from the death of the contracting party until notification of the death by BCC, the estate and heirs are liable without prejudice under other provisions.

§ 26 Opening of Insolvency Proceedings against the Assets of the Contracting Party

BCC has the right, in the event of opening of insolvency proceedings against the assets of the contracting party, to terminate the contract by serving a six-day notice period at the end of the respective business day. Saturday shall not be considered a work day. BCC can, however, with the termination of the request apply to the insolvency administrator to provide an adequate security deposit or advance payment for all charges and claims, which are incurred or arise for BCC from the insolvency opening. If the insolvency administrator provides the security deposit or advance payment within the notice period, the termination shall be considered as withdrawn. The security deposit or prepayment may also take the form of a personal liability waiver of the insolvency administrator.

§ 27 Termination of Additional Services

§ 27.1 Agreements for additional services end with an existing contractual relationship by:

1. Expiration of the agreed upon period
2. Ordinary or extraordinary termination of the agreement,

§ 27.2 The ordinary or extraordinary termination of an agreement on additional services through BCC or through the contracting party is possible for the same reasons as with a corresponding termination of a contractual relationship. A monthly fee is used to pay for additional services and thus the provisions on the notification for termination with contractual relationships applies.

Section IV: Dispute of Claims

§ 28 Dispute of Claims of BCC / Objections

§ 28.1 Objections to compensation claims posed in an invoice are to be raised in writing by the contracting party within six weeks after receipt of the invoice at the authorized payment center for settlement, otherwise the claim is considered as accepted, in accordance with § 15. If the compensation claims are paid without presentation of an invoice, then the six month period begins, if the contracting party is a company under the Commercial Code, with payment of the claim.

§ 28.2 BCC must, based on timely objections, review all the underlying factors of the determination of the disputed claims for compensation and, on the basis of the results, confirm the accuracy of the disputed claims for compensation or respectively change the invoice.

§ 28.3 If BCC ultimately rejects the objections or meets them, and if the contracting party is a company in the sense of the Commercial Code, and if within six months after entry of the objections at BCC there is no decision, then the contracting party has to within one month after receipt of the ultimate decision or, if it is a company in the sense of the Commercial Code, after the fruitless expiration of the period for a decision, take up arbitration, in accordance with the provisions of the TKG, or take legal action, failing which the disputed claims for compensation will be considered as accepted.

§ 28.4 If BCC has not stored any switching data or stored switching data has been triggered on the basis of contractual or statutory obligations, then no verification shall be required for individual switching data.

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§ 28.5 BCC will indicate to the contracting party on the above deadlines the consequences that occur with its non-compliance. The legal rights of the contracting party in the case of justified objections after the expiration of the aforementioned deadlines are not affected.

Section V: Information Requirements and Content Restrictions

§ 29 Information Requirements

For published private and business homepages, there are information requirements. They must contain the address of the customer and be visible for all views.

§ 30 Content Restrictions

§ 30.1 Content may not contain or make unlawful reference to any information on offers. This includes, in particular, information and representations, which incite racial hatred or incite cruel or otherwise inhuman acts of violence against people in a way that expresses glorification and exculpation of such acts of violence or that depicts a cruel or inhuman process in such a way that violates human dignity that glorifies war, acts of violence, sexual abuse of people or sexual activity between humans and animals. The contracting party is expressly advised of the provisions of the Criminal Code, which provides that the transmission, distribution and exhibition of certain content is restricted by law.

§ 30.2 The contracting party is obligated to BCC to abide by the relevant legislation, such as the provisions of the law on unfair competition, national and international copyright and media rights and confidentiality of the civil and criminal law, and with respect to all words, pictures, sound and other materials, to assume responsibility for compliance with legal standards. BCC is entitled, but not, however, obligated to review compliance with these rules by the contracting party and in the case of an (imminent) violation to restrict or prevent connectivity.

§ 30.3 For content that is likely to endanger minors or affect their welfare, precautions shall be taken by technical means or in any other appropriate way to ensure that transmission or protection-worthy information is excluded.

§ 30.4 The contents may not contain any offer information or refer to such, which could harm the image of BCC and its related companies.

Section VI: Final Clause

§ 31 Final Clause

The contracting party can assign his rights and obligations, only with the prior written consent of BCC, which may be refused only for practical reasons, for transfer to a third party. If BCC refuses the consent without practical reasons, the contracting party is entitled to terminate the contract with a period of two weeks to the end of the month.

§ 32 Applicable Law / Place of Jurisdiction

The contractual relations between the partners are governed by German law. The UN Trade Law is excluded. If the contracting party is a registered trader according to the Commercial Code, Wolfsburg is the place of performance. Another place of performance can be agreed upon in the contract. The jurisdiction is Wolfsburg.