

# General Terms and Conditions

## Managed Connectivity

## I. GENERAL

### 1 Fundamentals

#### 1.1 Definitions

**A1** is A1 Digital Spain, S.L.U. with its office in Madrid at Calle Federico Salmón, 13, 28016, with NIF B84235100 (hereinafter "A1").

**Customer** of A1 is an entity, whether private or public, that acts, even through another person on his behalf or following his instructions, for a purpose related to its commercial activity, company, trade or profession company within the meaning of Law 3/2014 which amends the Consumer Protection Act

**Contracting Parties** are A1 and the Customer (both, as defined above)

**Users** are third parties to whom the Customer resells M2M Services in connection with its own products

#### 1.2 Subject matter

A1 offers M2M services and additional services to the Customer. M2M or "machine-to-machine" is described in Law 11/2022 (Spanish General Telecommunications Law) and, in the context of these GTC, means and refers to wireless or wired communication between devices or with a central control station of the Customer. The availability, concretely owed scope of services and features as well as quality of the individual services result from the service descriptions.

A1 provides its services in accordance with the following General Terms and Conditions (GTC) including the service descriptions/solution descriptions applicable to these services in their respectively applicable version, as well as any written individual agreements including their appendices. Informal statements by employees (also by e-mail) shall be not valid.

The M2M services described in the agreement are only applicable within an M2M solution. The private network is defined as a self-contained, logical network for a certain user group and is not publicly accessible. M2M services are not public communication services. In particular, the following services are excluded from the agreement: Voice telephony via VoIP, mobile box, value-added services.

#### 1.3 Effective date and duration of the contract

Unless otherwise stipulated in the agreement, the agreement enters into force upon signature by both parties or upon provision of the service by A1 after the order by the Customer and is valid for an indefinite period of time with an Initial Term of 24 months from effectiveness of the contract.

If a minimum contractual commitment per SIM unit ("subscriber relationship") has been agreed, this shall apply for 24 months, unless otherwise agreed. The minimum contract commitment per SIM starts as soon as a SIM unit has been activated.

#### 1.4 Ineffectiveness of verbal agreements; Customer's duty of disclosure, delivery

The contracting parties agree on the written form for the validity of contracts. Verbal agreements do not have any legal consequences. Any abrogation from the written form must be expressly set forth in writing. A1 is also entitled to send the Customer legally

important declarations by e-mail or other electronic media, e.g. invoices, payment reminders or notices of termination.

Customer must notify A1 in writing immediately of any changes of its name or company, changes to his address (change of business address), changes of its billing address and any changes of its legal form, company register number, bank or credit card details, any direct debit orders and its VAT number, at the latest however within 2 weeks of the change.

The valid date in order to comply with deadlines is the date of delivery at the addressee or (e-mail) as soon as the Customer can retrieve them under normal circumstances. If the Customer does not disclose changes within the meaning of item 1.4 of these General Terms and Conditions or does not disclose them in good time and therefore does not receive legally important documents or information of A1 sent to the address last disclosed by him, in particular notices of termination or reminders, the documents shall nevertheless be deemed to have been received. Invoices and reminders of A1 are deemed to have been received under the same conditions if they were sent to the billing address last notified by the Customer.

In the event that ownership of Customer is transferred, the parties involved in such transfer (transferring party, acquirer) undertake to notify A1 thereof immediately in writing. If the Customer parties involved fail to do so, they shall be liable for all claims for payment and claims for damages arising from the contract with A1, the Parties being jointly and severally liable.

## **1.5 Security deposit**

A1 is entitled to make the provision of services subject to either on an adequate security or on an advance payment if the timely payment of claims for payment appears to be at risk. The conditions are given in particular if particularly if an application has been lodged for an out-of-court settlement, if insolvency proceedings or enforcement proceedings are imminent, have been applied for, initiated or approved, if liquidation procedures have been initiated or if action has had to be taken against the Customer repeatedly owing to Customer's default of payment by way of discontinuing the service or by way of termination or summary rescission of the contract. The security may be provided by a cash deposit or a bank guarantee from a first-class credit institution domiciled in a Member State of the European Union or Switzerland; other securities may be refused by A1. Any costs in connection with the consultation of security shall be borne by the Customer.

In the event of the exercise of a right of objection on the part of the guarantor against the transfer of a security related to the contract with A1 to the purchaser, the companies involved (seller, purchaser) undertake to notify A1 of the objection in writing without delay.

## **1.6 Identity verification**

A1 is entitled to request that the Customer provide all necessary details pertaining to Customer by submitting official documents and evidencing the existence of signatory authority or powers of representation. Further, at the request of A1, the Customer shall be required to provide a delivery address and identify a billing address within the country or within other EU countries, as well as evidence of banking or credit card arrangements with a financial institution permitted to operate in the European Economic Area and headquartered in an EU member state or in Switzerland.

## 1.7 Service description, availability

The scope and quality of A1's services are set forth in the service descriptions, solution descriptions and written individual agreements.

The service also depends on the quality of the network. For sustainable quality assurance and to avoid capacity utilisation or to avoid overloading a network connection, A1 and its network partners continuously measure the general utilisation of the network for data and voice services in order to plan and drive network expansion on the basis of this anonymised data. This can lead to temporary restrictions in the quality of service in individual cases. Broadcasting and electronic communication are subject to restrictions; delays or non-delivery of SMS and/or data may occur, especially if the Customer's hardware is inactive/offline.

Insofar as work necessary for maintenance, avoidance of malfunctions or on official orders is required, services may be temporarily interrupted or restricted. In the event of planned maintenance work, A1 will inform the Customer by appropriate advance notification.

A1 relies on roaming partners to provide its services. A1 provides its best effort to provide customers with access to compatible mobile networks via roaming partners, however in the event that A1 contracts with third-party providers, A1 is not responsible for the quality of those networks.

## 2 Rights and obligations of the Parties

### 2.1 Customer's duty to cooperate

A1 is responsible for access to the network by activating the provided SIM units, for the proper transmission of data via the network and generally for the provision of the M2M service, as defined in the contract, provided that the Customer duly fulfils his duties to cooperate.

The Customer is obliged to provide all necessary technical specifications for the timely and contractually compliant performance of the services. This includes, but is not limited to, technical data, interface specifications, protocols and data formats, configuration parameters, IP addressing, access to necessary technical systems, test environments and test schedules.

The Customer shall provide a contact person for the duration of the cooperation and shall inform him by name at the latest when the agreement enters into force.

The Customer must inform A1 immediately in case of malfunctions of the performance/services. If the Customer is responsible for the fault and instructs A1 to rectify the fault, A1 will charge the contractually stipulated fee, e.g. for exchange of a SIM unit. If no fee is stipulated for, A1 will charge its services on a time and materials basis. In addition, A1 charges the fixed monthly fees.

If the Customer fails to fulfil his duties to cooperate in a timely manner, A1 may withdraw from the contract or suspend the services after a reasonable grace period of at least 5 working days has expired. In this case, A1 will charge the costs for work already carried out - at the most, however, the fee intended for the establishing of the service. In addition, A1 charges the fixed monthly fees from the planned time of the provision of the service until the contract expires or the order is cancelled - however, at least a full fixed monthly fee or full monthly minimum commitment.

The Customer's terminal equipment must be legally approved and must not interfere with other communication networks. In the case of terminals not tested and released by A1, A1 cannot guarantee the functioning of the services.

## **2.2 Data backup obligations of the Customer**

The Customer shall take appropriate precautions to save his data stored in the services, in particular to apply a backup procedure appropriate to the volume and importance of the data, in particular also in the event of termination of the contract by one of the parties.

## **2.3 Resale and transfer of services to third parties by the Customer**

Provided that Customer has properly registered with the applicable regulatory agencies and complies with (i) all applicable laws and regulations, including but not limited to those that are applicable to resale of electronic communication services and (ii) the terms and conditions of this Agreement, including all relevant annexes, Customer is permitted to resell, distribute or make available the M2M services or parts thereof (e.g. SIM cards) to a third party only in connection with his own services (e.g. integrated into his M2M devices). Notwithstanding the foregoing, the Customer is not entitled to price or resell the M2M services or its components separately.

In the case of justified resale in connection with his own services, the Customer is in any case responsible for ensuring that all legal (in particular telecommunications or regulatory) obligations associated with the provision of his service are complied with.

A1 makes no commitments as to the extent to which legal or regulatory requirements can be met on the basis of the M2M services or SIM cards provided domestically and abroad. A1's support in this regard does not form part of the contract and the Customer must indemnify A1 and hold it harmless in the event of any breach.

## **2.4 SIM units and codes/self-administration**

SIM units provided for M2M services for a specific purpose are and remain property of A1 or its network partners. A1 is authorised to update the settings of the SIM units provided to the Customer at any time.

The Customer shall protect the SIM units provided to him from undue risks or improper handling, store them carefully and securely and immediately report any loss, theft and any identifiable defect or damage to SIM units.

If the SIM card is defective, A1 shall send the Customer a new SIM card free of charge but shall not be liable for the expenses necessary to replace defective SIM cards; the Customer shall bear the associated costs.

The Customer shall keep all codes, such as password and username, secret and safe and immediately change them on suspicion that unauthorised persons have gained knowledge of them or, in the case of codes that can only be changed by A1, request A1 to do so immediately. The Customer shall ensure that a blocking option is available to its users 24/7.

If Customer is provided with a web application for the administration of his M2M services (in accordance with the service description), the Customer shall safeguard and maintain the confidentiality of these codes (username and password) for the use of the web application. This code can be used to change settings on behalf of the Customer or – if included in the service description – to order additional services.

The Customer shall be liable to A1 for all fees and disadvantages arising from improper storage or use for which the Customer is responsible; in particular, the Customer shall be liable for all claims arising therefrom until such time as the Customer has notified A1 in writing of any unauthorised use of the SIM unit(s) and A1 has blocked the SIM unit(s).

## 2.5 Misuse

The services of A1 may only be used for the agreed contractual purpose. The Customer must observe all instructions, guidelines or conditions given in this regard by A1. The Customer is solely responsible for the content transferred via his hardware. He is also liable for all claims arising from the use of the services granted by him to third parties.

It is the sole responsibility of the Customer that the services of A1 are not misused – e.g. not used

- a. for fraud or other criminal acts,
- b. with mobile gateways or similar configurations – unless A1 expressly agrees to this in writing,
- c. for the transmission or storage of prohibited content – i.e. contents that violates legal prohibitions or that transgress the standards of public decency,
- d. for the transmission or storage of copyrighted content if the Customer does not have the necessary rights,
- e. for attempting to gain unauthorised access to other computer systems (e.g. hacking attempts, port scans).
- f. for sending unsolicited information, e.g. by SMS for direct advertising purposes or as a mass mailing ("spamming")

The Customer undertakes to indemnify A1 and hold it harmless if claims are made against A1 on the grounds of civil or criminal law, in or out of court, due to the Customer's abusive conduct (or due to non-compliance with relevant provisions).

The Customer acknowledges that all actions taken by its employees, in particular by the admin user or by third parties using the username and password on the SIM management platform are legally binding and may have commercial consequences (ordering SIMs, tariff changes, etc.).

## 3. Software terms, copyrights

### 3.1 Licence rights

For the duration of contract, the Customer shall be accorded the non-exclusive and non-transferable right to use the software products provided to him in accordance with the service descriptions and – depending on the software – usage and license provisions of third parties who have rights to the software for the contractually agreed purposes. In the event of culpable breach of these provisions, the Customer shall indemnify A1 and hold it entirely harmless.

Unless expressly agreed in the service description or otherwise contractually, it's not included that the software supplied by A1 is compatible with third-party hardware not supplied by A1 or meets specific needs of the Customer – with the exception of standard commercial software which is state of the art at the time the contract is concluded.

The Customer shall not copy, modify, reengineer, redevelop, translate or remove parts of the licensed software without the express written consent of A1, but always subject to mandatory legal regulations.

A1 is not liable for changes to the software that it has not made, changes to the necessary system settings or application errors. The warranty and liability are limited to reproducible defects of the program functions.

### **3.2 Documents of A1**

Offers, execution documents such as plans or sketches, samples, catalogues, illustrations and other technical documents and the like always remain A1's intellectual property and are subject to the relevant provisions regarding reproduction, imitation, competition etc.

## **4. Non-disclosure Obligation**

During the term of the contract and for 5 (five) years after termination of the contract, both parties undertake to

- a) to treat confidential information (i.e. any commercial, financial, technical, legal, marketing or other data, know-how, trade secrets) or any other information, of any kind whatsoever, relating to a party or any of its affiliates disclosed by either party to the other party (in writing, orally or by other direct or indirect means) confidentially before or after the conclusion of this Agreement and to disclose it only to those persons who have a need to know with regard to such confidential information
- b) to use the confidential information only for the purpose of fulfilling their contractual obligations

Each party may disclose confidential information to third parties if required to do so by law, court order or administrative decision.

In the event of such disclosure, it shall inform the other party as soon as possible so that the parties can jointly take measures to preserve the greatest possible confidentiality of confidential information.

This obligation does not apply to information which

- » was already publicly known at the time of knowledge or becomes publicly known thereafter without breach of the present obligations, or
- » the receiving party has legally obtained from third parties, or
- » has been expressly excluded from this obligation in writing by the disclosing party, or
- » was demonstrably lawfully in the possession of the receiving party prior to the conclusion of this Agreement, or
- » has been produced, developed or similar by the receiving party independently of the information provided.

## **5. Terms of payment, invoices, objections**

### **5.1 Amount of fees**

The fee rate is in accordance with the agreements with A1 valid at the time that the service is provided. Fees are exclusive of value added tax (VAT).

### **5.2 Charges**

Fixed charges – both one-time and recurring – are to be paid in advance, whereby for accounting reasons up to 3 monthly fees may be billed together. Unless otherwise agreed, invoices are issued in monthly billing periods. The payment obligation arises with the commencement of the contract. If the commencement or end of the contract falls within a current billing period, A1 will charge the fixed monthly fees or monthly minimum commitment for this billing period in full, unless otherwise agreed.

### **5.3 Index-linked price adjustments**

A1 is entitled to adjust the agreed fees as follows: The basic charges, the monthly fees and traffic-tariff oriented charges of A1 increase for the following calendar year in line with the increase in the consumer price index ("IPC"). The new index number then forms the basis for the new calculation of further adjustments. If the consumer price index is no longer published, its official successor or the index closest to it shall apply. A1 informs the Customer in writing about the adjustments (e.g. via invoice imprint).

### **5.4 Invoices**

In accordance with applicable law (Law 11/2022 and Law 56/2007), the Customer will receive a copy of the invoice electronically. For a period of six (6) years from the issue date of a respective invoice, the Customer may request an electronic copy at no additional cost.

During the term of the contract, the Customer can access the invoice data through the platform indicated by A1 for up to 6 months from the invoice date.

### **5.5 Terms of payment; due date**

Claims for payment are to be paid after receipt of the invoice on the date stated in the invoice or, if this is missing, within 7 calendar days from receipt of the invoice. The amount shall be credited to A1's account by this date at the latest.

The invoice can be paid by bank transfer, unless otherwise agreed. The Customer bears all bank charges associated with the transfer, e.g. for a foreign bank transfer.

A1 is entitled to define a uniform customer number for all A1 services for the Customer – also for services from different contracts. In case of doubt, payments shall be credited against the oldest debt. The Customer must state the correct clearing account number and invoice number. Otherwise, A1 has to assign the payment manually, for which a handling fee will be charged on a time and materials basis. The debt-discharging effect of the payment only occurs with the correct allocation, which, however, only applies if A1 tries to make the allocation without culpable delay.

### **5.6 Credit balance**

On termination of the contract, A1 shall also be entitled to offset the Customer's existing credit balances against balances due under contractual relationships between A1 and the Customer.

### **5.7 Customer's right of offset and retention**

The Customer can only offset his claims against claims of A1 if his claims are declared by court or accepted by A1. Any right to retention is excluded.

### **5.8 Consequences of default of payment**

If the Customer is in default of payment for A1's claims or third-party claims that are charged on the invoice of by A1, A1 shall be entitled to charge default interest in an amount not to exceed the rate set annually for commercial transactions according to Law 3/2004. This rate is available from the Bank of Spain's website. The necessary and appropriate costs incurred for the intervention of lawyers and debt collection agencies shall be borne by the Customer. In the event of default with his contractual obligations, the Customer undertakes to reimburse all reminder and collection expenses incurred by A1 to the maximum extent permitted by law.

## 5.9 Objections to A1 invoices

By purchasing and using A1's services Customer agrees that all objections to invoiced charges for payment with A1 should be made to A1 in writing within three months, otherwise the charges are deemed to have been accepted. If an error is discovered which could have had a detrimental effect on the Customer and if the correct charge can no longer be determined, A1 is entitled to charge a lump-sum fee equivalent to the average sum of the Customer's last three invoices.

If A1 has not stored any data or deleted stored data due to contractual or legal obligations, it is not obliged to provide evidence for individual data.

## 6. Warranty

Unless otherwise stipulated by law, the warranty period is for: (i) three years for new, tangible products that incorporate or are interconnected with content or digital services; and (ii) two years for services.

The Customer shall notify defects in writing without delay within the warranty period, stating the type and extent of the defect (notification of defects). A1 may request that Customer provide evidence that the defect is attributable to A1 for any claims made after the second year after the sale of the product. In all events, A1 shall respond to Customer's claim within a maximum of 15 business days or the maximum period allowed by applicable law. In the event of a valid warranty claim, A1 shall make a new SIM unit available to Customer's address at A1's expense. Customer agrees and acknowledges that it shall be responsible to install the replacement SIM unit at its sole expense.

A1 is not liable for the following situations:

- » Defects or damage caused by improper, careless or negligent handling, incorrect installation or defective installation by the Customer or third parties,
- » for consequences due to normal and natural wear and tear,
- » improper or careless handling such as improper maintenance, unsuitable choice of installation location,
- » chemical, electrochemical or electrical interventions of any kind, unless expressly confirmed in writing by A1.

## 7. Liability

### 7.1 Prerequisites

A1 shall only be liable for damages caused by its gross negligence, wilful misconduct or fraud. A1 is not liable in cases of force majeure.

Liability for lost profits, missed savings, interest losses, indirect and consequential damages, intangible damages, as well as damages from third party claims, service not meeting Customer's desired availability levels, as well as for lost or modified data shall not apply. A1 also assumes no liability for the content of the data transmitted by it or for the content of data that are accessible through services of A1. The Customer is liable for the contents of the data that it transports through A1's services.

### 7.2 Limitation of liability

Unless otherwise ordered by a court of competent jurisdiction pursuant to Section A1's liability for each damaging event is limited to the order value, but in any case, to a maximum of EUR 7,000.

## **8. Suspension of services, removal**

A1 is entitled to suspend the provision of services in whole or in part if

- » the Customer is in default with payment obligations towards A1 after a reminder in writing of the payment due and a two-week period to cure the payment default,
- » the Customer does not or does not fully or does not duly comply with a request to deposit a security or advance payment, where such payment is permitted
- » there are reasons to suspect that the Customer is fraudulently abusing services provided by A1 or related services or he tolerates their abuse by third parties. Misuse shall also be deemed to have occurred in case of breach of Clause 2.5, or
- » the Customer breaches other material contractual obligations.

In the event A1 opts to suspend services as described in this section or elsewhere in a written contract document between the Parties, A1 is entitled to charge the costs incurred for a suspension, including the costs for reconnection.

A1 shall render the services again as soon as the reasons for the suspension have ceased to apply and the Customer has reimbursed the costs of the suspension and reactivation. A suspension does not release the Customer from the obligation to pay the monthly fees or the monthly minimum commitment. For the avoidance of doubt, in the event of an uncured payment default or any other material breach of Customer's contractual obligations hereunder, A1 may terminate the affected Services.

## **9. Force majeure**

Any unforeseen circumstance and/or circumstances beyond A1's control and any case of force majeure which hinder, delay or make impossible the provision of services and/or compliance with the completion date (e.g. official measures, war, lockout or strike, operational or transport disruptions, refusal of delivery by suppliers, shortage of raw materials, etc.) shall entitle A1 either to withdraw from the contract in whole or in part or to postpone the date of performance appropriately, at least for the duration of the hindrance. Claims for compensation of any kind whatsoever may not be asserted on the basis of such circumstances.

## **10. Termination of the contract**

### **10.1 General**

A1 does not assume any liability for the data deleted in the course of the termination of the contract. It is the responsibility of the Customer to make an appropriate local backup of the data.

### **10.2 Termination for convenience**

Unless otherwise stipulated in the individual contract, indefinite contracts may be terminated in writing to Customer upon 1-month's advance notice at the end of the Customer's individual invoicing period, but no earlier than the expiry of the Initial Term of the respective contract. The individual invoicing period is indicated on the Customer's invoice. Fixed-term contracts end on their individual expiration dates.

### **10.3 Effects of a termination for convenience of the contract**

No further orders (additional SIM units, new options, changes in the scope of the contract or the charges) may be placed in the course of the contract with effect from the date of

termination. A termination for convenience of the contract shall not affect the subscriber relationships (existing SIM units) which shall remain in force until their respective termination. For the subscriber relationships already existing before the termination of the contract is effective, all contractual conditions continue to apply unchanged.

## **10.4 Termination of Subscriber relationships (single SIM units)**

### **10.4.1 Termination of Subscriber relationships (single SIM units) for convenience**

Subscriber relationships can be terminated by either Party for convenience at the end of the calendar month following such notice to the other Party, but no earlier than the end of the respective minimum contractual commitment. In the case of the latter, one-month's prior notice shall be given to the other Party.

#### **10.4.1.1 Termination of Subscriber relationships (single SIM units) in non-usage**

A1 shall be entitled to immediately terminate the contract with respect to single SIM Units for cause if the respective single SIM unit has not been used for any permitted IoT or M2M use case including, but not limited to data transfer, SMS, USSD for a continuous period of at least 18 months. Termination will be preceded by a notice period of 4 weeks, notification via email shall be sufficient.

## **10.5 Termination for cause**

A1 has the right to terminate the contract for cause for Customer's material breach of contract, including any of the conditions described in Section 8 of these GTC. Any such termination will be preceded by notice to the Customer to the extent required by applicable law. If A1 terminates for Customer's breach, A1 shall be entitled to seek reasonable compensation from Customer for the losses and damages suffered due to the breach of contract in accordance with the provisions of the Spanish Civil Code. The Customer is entitled to terminate the contract for cause in particular if A1 does not comply with the contractually agreed scope of services in a material aspect despite the Customer's request and the setting of a grace period of at least 30 days. The right of termination for cause is generally excluded if the termination takes place after the defect has been remedied.

Both parties are entitled to terminate the contract for cause if a domestic or foreign authority legally determines that further cooperation between the Parties requires contractual adjustments or conditions that would entail a disproportionate economic effort for one of the parties.

A termination for cause must be made in writing and becomes effective on the first working day after receipt, unless another date is specified in the notice of termination or required by applicable law.

A termination for cause automatically terminates all existing subscriber relationships/SIM units.

## **10.6 Customer's financial distress**

If Customer is deemed to be in financial distress based on a reasonable interpretation of objective information, but has not declared bankruptcy, A1 is entitled to suspend the services according to clause 8 or limit the services until a security deposit, as determined by A1, has been provided by Customer.

Notwithstanding the foregoing, the Parties agree that A1 also has the right to terminate the affected services if it deems Customer unable to meet its financial obligations under this agreement. Any such cancellation will not relieve Customer from liability to A1 for losses or damages that result from it.

## **10.7 General termination of Services**

A general termination of Services by A1 takes place at the earliest three (3) months after announcement. A1 reserves the right to substitute services with substantially similar ones.

## **10.8 Residual Fees for contracts with Initial Terms or minimum contract commitment**

In the case of fixed-term contracts, contracts with an Initial Term or Renewal Term or with a minimum contract commitment for subscriber relationships/SIM units, A1 is entitled to charge a residual fee for the period between the end of the contract and the end of the fixed-term or Initial Term/Renewal Term or minimum contract commitment if the contract or a subscriber relationship ends for the following reason:

- » termination for cause of the contract or a subscriber relationship, with the exception of justified termination for cause by the Customer
- » Deletion of the Customer from the commercial register

Unless otherwise agreed, the residual remuneration is the sum of the fixed monthly fees or monthly minimum commitment. A1 is also entitled to charge other fees in addition to this residual fee, provided this has been contractually agreed.

## **11 General legal provisions**

### **11.1 Amendments and Additions**

A1 and the Customer may mutually agree on amendments. The Customer shall receive in writing a proposal to a mutually agreed amendment at least 1 (one) month in advance before the envisaged amendment shall enter into effect, e.g., by means of print on the invoice or invoice appendices. If A1 amends only part of a clause, A1 shall send to the Customer the entire new clause. In addition, the Customer can find references to a full-text version. At the same time, A1 informs the Customer of the effective date of the proposed amendment. The proposal is deemed accepted if the Customer does not object in writing prior to its entry into effect. In the proposal, A1 shall inform the Customer about this period and actions Customer needs to take within such time period in the event it disagrees with the proposed amendment.

### **11.2 Transfer of rights and obligations**

#### **By A1**

A1 is entitled to transfer all rights and obligations arising from this contract to affiliated companies within the Telekom Austria Group. A1 shall inform the Customer in writing of the handover of the contract. The Customer has no right of termination if the acquiring company enters into all rights and obligations of the contract.

#### **By the Customer**

The Customer may only transfer the contract or contractual relationships (subscriber relationships or individual contracts) to third parties with A1's written consent. The previous and the new Customer shall be jointly liable for the following claims arising up to the transfer

- » payment claims of A1

» claims for Damages

A1 is entitled to inform the new Customer about outstanding claims. A1 is entitled to pay any credit balances with debt-discharging effect to the existing or new Customer.

### **11.3 Subcontractor**

A1 is entitled to entrust subcontractors with the fulfilment of A1's contractual obligations. A1 shall have compliance with the data protection regulations confirmed in writing by subcontractors.

### **11.4 Application of Spanish Law**

The contractual relations between the contracting parties shall be governed exclusively by the laws of the Kingdom of Spain. The United Nations Convention on Contracts for the International Sale of Goods (the UN Sales Convention) are expressly excluded. The contractual parties agree to waive their right to rescind the contracts concluded due to error or *laesio enormis*.

### **11.5 Place of Jurisdiction**

It is agreed that the place of jurisdiction shall exclusively be the courts of competent jurisdiction in Madrid, expressly waiving any other jurisdiction that may be applicable.

### **11.6 Ineffectiveness of individual Clauses**

The ineffectiveness of individual provisions within a contract shall not result in ineffectiveness of the contract as a whole. The ineffective provision is to be replaced by an effective provision that most closely approximates the ineffective one in terms of its economic impact.