

Convenience Translation

This English translation of CNT AG's General Terms and Conditions is provided for convenience only. The German-language version dated September 21, 2026, is the sole legally binding version and governs the interpretation of these terms.

Contents**A General Provisions**

1	Scope	1
2	Contract Documents and Order of Precedence	1
3	Orders and Authority to Act on Behalf of the Customer	1
4	Provision, Term, and Termination	2
5	Changes to the GTC, Services, and Prices	2
6	Service Quality, Maintenance, and Customer Service	3
7	Cooperation and Secure Use	4
8	Charges, Invoices, and Payment	4
9	Billing Disputes and Traffic Data	5
10	Payment Default and Service Suspensions	5
11	Provision of Security	5
12	Liability, Disruptions in Performance, and Force Majeure	6
13	Data Protection and Confidentiality	6
14	Rights of Use	7

B Cloud Communications

15	CNT Call Manager	7
16	CM App, CM Mobile App, and Other Client Software	8
17	Mobile Use and Local Data	8
18	Provisioning, Activation, and Billing	8
19	Integrations and External Systems	8
20	Communication Functions and Content	9
21	Call Recording and Archiving	9
22	AI Functions	9
23	Statistics, Presence Status, and Employee Data	9
24	Alerts, On-Call Duty, and Location Tracking	9
25	Cloud Data, Data Backup, and Deletion	9
26	Data Export and Switching Providers	10
27	Voice Connections and SIP Connections	10
28	Telephone Numbers, Subscriber Directories, and Porting	11
29	Emergency Calls and Nomadic Use	11
30	Call Charges, Flat-Rate Plans, and Misuse	11

C Network Services

31	Internet Access and Site Networking	12
32	Connection Activation and Local Cooperation	12
33	Bandwidth, Redundancy, and Changes of Site	13
34	IP Addresses and Address Spaces	13

D Supplementary Services

35	Services	13
36	Recording Studio Productions	14
37	Hardware Deliveries, Equipment Rental, and Return	14

E Final Provisions

38	Governing Law, Jurisdiction, and Final Provisions	15
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A General Provisions**1 Scope**

- (1) CNT AG, Ludwig-Erhard-Allee 20, 76131 Karlsruhe, hereinafter CNT, provides services on the basis of these General Terms and Conditions (GTC) to business customers acting in a commercial or self-employed professional capacity within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch, BGB), legal entities under public law, and special funds under public law. Any differing terms and conditions of the Customer are rejected unless CNT has agreed to their application.
- (2) The service offering is divided into Cloud Communications and Network Services. Ordering multiple services together does not establish a uniform minimum term or an inseparable connection between the individual orders unless this has been agreed.

- (3) Reselling the services or making them available to third parties for independent marketing requires a separate resale or wholesale agreement with CNT.
- (4) Special statutory protections apply to the respective Customer groups they cover. Express waiver agreements remain possible to the extent permitted by law.
- (5) These GTC, in the version validly agreed or validly amended under Section 5, also apply to future transactions of the same kind without renewed express incorporation into each individual order. The incorporation of a newer version is governed by Section 2(3).

2 Contract Documents and Order of Precedence

- (1) The scope of services, charges, and service levels are set out in the order and the incorporated service descriptions, pricing agreements, and Service Level Agreements (SLAs). Service descriptions are generally referred to as a "data sheet," and general pricing documents as a "rate schedule." Product-specific SLAs generally form part of the relevant data sheet. Product-specific provisions apply only to the services ordered.
- (2) Individual contractual agreements take precedence. Otherwise, expressly agreed special terms concerning the same subject matter take precedence over these GTC; the agreed order of precedence applies to attachments. The data processing agreement (DPA), an agreement for processing personal data on behalf of the Customer under Article 28 of the General Data Protection Regulation (GDPR), takes precedence for the data protection matters it covers.
- (3) For new, independent individual orders, CNT may incorporate a newer version of the GTC by identifying its version date before the order is placed and making it available as an attachment or through a clearly identified means of retrieval that allows it to be saved, with the Customer placing the order on that basis. A separate signature on the GTC is not required. Otherwise, the previously validly agreed version applies to subsequent transactions.
- (4) A newer version of the GTC for a new individual order applies to existing master agreements or other ongoing individual orders only if expressly agreed. This also applies to additions or amendments to existing individual orders. In all other respects, Section 5 applies to amendments to existing contracts.

3 Orders and Authority to Act on Behalf of the Customer

- (1) The requirements for contract formation and form specified in CNT contract forms or individually agreed contract documents apply to the conclusion of master agreements and contracts for primary services based on those documents. Supplementary services, in particular options, services, and the purchase or rental of hardware, as well as amendments to existing contracts, may be ordered in text form (Textform under Section 126b of the German Civil Code), in particular by email, or through the designated electronic ordering procedures, unless a specific form has been agreed. A separate form or signature is not required for this purpose. The order must specify the service and its scope with sufficient precision; the terms offered or already agreed apply. Paragraph (4) applies to oral service orders.
- (2) The Customer may authorize persons to order and modify services in both business areas and supplementary services, in particular by identifying them to CNT in text form or assigning them the corresponding ordering and modification rights in the agreed authorization system. In doing so, the Customer authorizes these persons to initiate the corresponding transactions within the scope of their authority in the Customer's name and for its account. Persons to whom the Customer has delegated the administration of these authorizations may grant, modify, and withdraw them within the scope delegated to them. If there is uncertainty as to identity or authority to act on behalf of the Customer, CNT may request suitable evidence or confirmation from a person authorized to provide it and defer acceptance of the relevant order until the matter is clarified.
- (3) The ordering of services or contract amendments by a duly authorized person obligates the Customer to pay the agreed one-time and

recurring charges. This also applies to orders placed through automated procedures that duly authorized persons have set up or approved within the scope of their authority. The scope of services, prices, billing units, and term conditions must already have been agreed or must be agreed when the order is placed on the basis of terms previously communicated. To the extent that no specific form is required under paragraph (1), neither a separate order form nor additional cost approval is required within this framework. Services already included will not be charged again.

- (4) Under existing contracts, persons authorized to order the relevant service may also order service, diagnostic, and support work orally. Additional remuneration requires a sufficiently specific order and agreement that the work is subject to a charge and on the pricing basis. Work steps covered by the order do not require a new order. Section 6(6) and (7) applies to services already owed and to work exceeding the scope of services or cost limit; paragraph (8) applies to work performed before a final project agreement is reached.
- (5) Services validly ordered and performed may be invoiced without a subsequent order form or countersigned record of work. Statutory and agreed requirements for acceptance (Abnahme) and for payment to become due must be met.
- (6) Unless another contract formation procedure has been agreed, CNT accepts orders by issuing an order confirmation or by making the service available and ready for use in accordance with the order, and, for service work, also by performing the work in accordance with the order. Automated acknowledgments of receipt do not constitute acceptance. Any deviations from the order require agreement.
- (7) The Customer keeps ordering authorizations up to date, informs CNT without undue delay of restrictions on and revocations of authority granted by declaration to CNT or communicated to CNT, and protects access and authentication credentials and means against unauthorized use. CNT takes account of restrictions and revocations it has received. The Customer informs the persons it authorizes to order or independently activate services of the scope of their authority and the agreed terms governing its exercise, and keeps this information up to date.
- (8) The scope of services, schedule, cooperation, and remuneration are agreed for project orders and amendments to them. If, before a final project agreement is reached, a person authorized to place orders initiates sufficiently specific work that is recognizably subject to a charge, that work must be paid for at the agreed hourly or daily rates or, in the absence of such rates, at the customary remuneration owed by law. Services already paid for will be credited against a subsequent project invoice.
- (9) The application of Section 312i(1), sentence 1, nos. 1 through 3, and sentence 2 BGB is excluded.

4 Provision, Term, and Termination

- (1) Ongoing service performance, the minimum term, and the obligation to pay charges begin when the service is made available and ready for use, unless otherwise expressly agreed or overriding statutory requirements apply, in particular when switching providers. Setup and project services may have their own commencement dates for performance and remuneration.
- (2) Binding dates for making services available are confirmed in text form. A failure to cooperate for which the Customer is legally responsible postpones the affected dates by the resulting delay plus a reasonable startup period. CNT informs the Customer of the effects. Section 32 applies to provision, deadlines for cooperation, and the consequences for remuneration and compensation in the case of Network Services.
- (3) If no fixed term, minimum term, or notice period has been agreed, either party may terminate the contract on one month's notice effective at the end of a calendar month.
- (4) Subject to statutory rights to end the contract, contracts with a minimum term may be terminated no earlier than the end of that term.

Unless otherwise agreed, CNT must receive notice of termination at least one month before it takes effect.

- (5) Subject to overriding statutory termination rights, renewal and termination after the minimum term are governed by the order.
- (6) Either party may terminate for cause. In the event of a breach of duty, a warning or a period to remedy the breach is required in accordance with Section 314 BGB, unless it may be dispensed with under the law.
- (7) Notice of termination may be given in text form. Section 18(9) and (10) applies to the ending of dependent options together with their associated primary service.

5 Changes to the GTC, Services, and Prices

- (1) Paragraphs (2) through (7) apply to changes to services, charges, service descriptions, and rate schedules; paragraphs (8) through (10) apply to changes to the GTC. Individual agreements on fixed prices and characteristics, as well as overriding special agreements, take precedence. Changes beyond this scope require agreement.
- (2) CNT may adapt technical details, software versions, and operating procedures to changes in legal requirements, security requirements, and technical standards, further develop the technical aspects of services, and replace functions with functionally equivalent solutions. This includes changes necessary to maintain support and interoperability. All changes under this paragraph are subject to the condition that the contractual purpose, material functions, and agreed quality are preserved and that the changes are reasonable after weighing both parties' interests. Necessary changeovers and cooperation will be announced in good time, taking into account urgency and the changeover effort that can reasonably be expected. Customer investments must not be substantially devalued. Changes to data structures, formats, and interfaces must preserve the agreed and legally required capabilities for data access, data export, and interoperability.
- (3) CNT is entitled, and in the event of cost reductions is obligated, to adjust recurring charges in line with changes in necessary service costs occurring after conclusion of the contract. Only upstream network and carrier services, data center operation and infrastructure, necessary software licenses and maintenance, directly allocated personnel and energy, and statutory service-related levies, excluding taxes on profits and income, may be taken into account. The relevant basis is the costs per billing unit used when the contract was concluded, at a comparable volume of services, or, for subsequent adjustments, the cost basis most recently validly taken into account.
- (4) Cost increases and decreases must be taken into account using the same substantive and timing criteria and offset against each other for the affected service. Changes in cost components may be taken into account only in proportion to their share per billing unit and without double counting; savings in directly related service components must be credited. The change in charges must not exceed the attributable net change in costs, increase the absolute profit component, or compensate for earlier calculation errors. The timing and extent are determined at reasonable discretion in accordance with Section 315 BGB.
- (5) Unless an overriding special agreement exists, CNT gives notice of increases in charges in text form at least one month in advance. The notice identifies the affected services, the previous and new charges, the effective date, and the cost-related reasons, and explains the relevant cost changes, including reductions, in a comprehensible manner. Protected trade secrets of third parties do not have to be disclosed. Changes in value-added tax are taken into account in accordance with tax law requirements.
- (6) Unilateral contract amendments within the scope of Section 57 of the German Telecommunications Act (Telekommunikationsgesetz, TKG) are subject to the notice periods, form requirements, and termination rights provided for therein.
- (7) The discontinuation of products and the removal of material functions without replacement are governed by the agreed rights to end

the contract. If a material input service is permanently discontinued or legally prohibited for a reason that was not foreseeable when the contract was concluded and for which CNT is not legally responsible, CNT may provide a substantially equivalent, reasonable replacement solution. If such a solution is unavailable despite reasonable procurement efforts and continuation until the regular end of the contract would be unreasonable after weighing both parties' interests, CNT may end the affected individual order with reasonable advance notice. This notice period takes into account urgency and the necessary changeover by the Customer. Prepaid charges for services not provided thereafter will be refunded. Statutory rights in cases of impossibility, interference with the basis of the transaction, and cause for termination, as well as mandatory switching and continued-service obligations, remain unaffected.

- (8) CNT may amend these GTC to the extent that changes in legal provisions after conclusion of the contract or administrative or court orders binding on CNT require such amendment for the contract to continue lawfully. Amendments necessary to adapt to changes in technical standards or specifically changed security requirements are permitted exclusively for authentication, access administration, secure data exchange, and technical procedures for orders and fault reports. In each case, the reason must be a circumstance that was not foreseeable when the contract was concluded and for which CNT is not legally responsible. The statutory consequences of invalid provisions must not be altered to the Customer's disadvantage.
- (9) Amendments are limited to the specific necessary adjustment, must preserve the agreed relationship between performance and counter-performance, and must be reasonable after weighing both parties' interests. Necessary changeovers, cooperation, and Customer effort must be taken into account; Customer investments must not be substantially devalued. Paragraph (8) does not permit changes to the primary service, charges, terms, notice periods for termination, minimum purchase commitments, security, or the allocation of risk with respect to liability and limitation periods.
- (10) CNT gives notice of amendments under paragraph (8), stating their content, the reason for the change, and the effective date, in text form at least one month in advance. Paragraph (6) takes precedence. If the conditions in paragraphs (8) and (9) and the applicable notice and timing requirements are met, the amendment becomes part of the contract at the time communicated without separate consent.

6 Service Quality, Maintenance, and Customer Service

- (1) CNT provides the agreed services in accordance with the recognized and customary state of the art at the time the contract is concluded and in compliance with applicable statutory security requirements. Faults within CNT's area of responsibility are remedied in accordance with the service description and SLA or, if no specific period is stipulated, within a reasonable period.
- (2) Unless the SLA provides otherwise, a commitment to availability over time is measured per calendar year at the agreed service demarcation point or, if the contract begins or ends during the year, for the corresponding partial period. The periods excluded under paragraph (4) are deducted from the agreed operating time. Availability is the proportion of the remaining time during which the committed service was available. Historical availability figures do not replace an express commitment.
- (3) As a general rule, scheduled maintenance takes place on Sundays between 02:00 and 06:00 German local time. CNT gives reasonable advance notice through the agreed channel of work expected to cause disruption and limits interruptions to what is necessary. Maintenance outside this window is also permitted where objectively required for technical or operational reasons. Fault remediation that cannot be postponed and protective measures against significant security threats that cannot be postponed may be carried out without advance notice; the necessary information will be provided afterward.

- (4) When calculating availability, necessary interruptions caused by scheduled maintenance announced under paragraph (3) and performed within the regular maintenance window specified there are excluded for their actual duration. Their frequency and duration are limited to what is necessary and reasonable. Maintenance outside the window counts as downtime if it impairs the committed availability, unless the SLA expressly provides a different calculation. Also excluded are delays in fault remediation due to the absence of access or Customer cooperation that is owed, as well as outages of power supplies, networks, terminal devices, or separately procured Internet access for which the Customer is exclusively responsible. Upstream suppliers used by CNT are not excluded solely because they are third parties. Statutory rights arising from disruptions in performance remain applicable.
- (5) Faults and support requests may be reported to the CNT Service Center by telephone or email. Unless otherwise agreed, general telephone support is provided Monday through Friday from 08:00 to 18:00 German local time, excluding public holidays observed uniformly throughout Germany. For critical faults, CNT can be contacted around the clock. A fault is critical if the agreed service fails completely at the service demarcation point or a material function fails without a reasonable workaround and contractual use is thereby substantially impaired; in both cases, multiple users of the Customer must be affected. Regardless of the number of affected users, a fault is critical if the ability to make emergency calls using the agreed service is impaired or a significant security incident related to that service occurs. An agreed Service Level Agreement may specify different fault categories; these take precedence. The Customer's classification based on the applicable fault criteria initially governs access to around-the-clock contact. After review, CNT may change the classification for further handling, stating the reasons. Response and handling commitments are governed by the agreed service level. Mandatory statutory obligations, in particular concerning fault remediation, emergency calls, and security, remain unaffected.
- (6) CNT may charge for requested diagnostic, fault remediation, and support work at the agreed service prices to the extent that the cause lies in the Customer's infrastructure, third-party services separately procured by the Customer, or a misconfiguration for which the Customer is legally responsible. An order for diagnostic work agreed upon conclusion of the contract, in the service order, or when the fault is reported covers the necessary work within the agreed scope without renewed individual approval. A valid pricing basis and an order placed by a person authorized to order the relevant service under Section 3 are required. Inspections, fault remediation, and cure that CNT already owes under the existing scope of services are not charged additionally; merely failing to find a fault does not establish an entitlement to additional remuneration.
- (7) If the anticipated effort exceeds the ordered scope or the agreed cost limit, CNT coordinates continuation with the Customer. Where billing based on actual effort has been agreed, the necessary actual effort is paid for on the agreed pricing basis. Statutory claims for compensation arising from breaches of duty for which the Customer is legally responsible remain reserved.
- (8) CNT may use suitable subcontractors and service providers for service performance and contract and invoice administration and remains responsible for the services it owes in accordance with the contract. Confidentiality, data protection, subprocessors, and transfers to third countries are governed by Section 13, the DPA, and statutory provisions.
- (9) If the Customer is subject to special statutory or regulatory requirements for information or supply chain security in relation to the agreed services, it informs CNT in text form of the affected services, the service-related requirements, and the relevant reporting contacts before placing an order, and of subsequent changes without undue delay. For affected services notified to CNT or otherwise known to it, CNT informs the Customer without undue delay after becoming aware of security incidents at CNT or its upstream suppliers used to provide the services that pose a risk to the security of those

services or of the Customer's network and information systems. The information includes the available details of the incident and remedial measures that are material to the Customer. Any necessary special reporting deadlines and support services are addressed in a supplementary agreement. Statutory reporting and information obligations apply independently of these notifications and agreements.

7 Cooperation and Secure Use

- (1) The Customer uses the services properly, provides the agreed technical and organizational prerequisites within its area of responsibility, enables necessary installation and maintenance work, and designates suitable contact persons. It supplies the information about its technical equipment necessary for provision and fault remediation. For devices procured elsewhere by the Customer, the Customer is responsible for compliance with the agreed technical requirements and for operation and maintenance, including necessary firmware updates under paragraph (3), unless CNT has assumed these tasks. CNT is responsible for the connection, configuration, and other services it owes.
- (2) The Customer reports to CNT without undue delay any apparent defects or damage, changes in its company name, address, bank details, legal succession, representation and contact details, and the cessation of agreed eligibility conditions for discounts. Changes in shareholders must be reported to the extent that they affect contract performance, representation, or security.
- (3) The Customer protects its area of responsibility against unauthorized use through technical and organizational measures that are necessary and reasonable in view of the nature and extent of use. These include secure access credentials kept confidential, permissions appropriate to the need and their timely withdrawal, and protection of the Customer's own systems. This covers, in particular, administrator and user access, Session Initiation Protocol (SIP) credentials, application programming interface (API) keys and provisioning keys, Customer-side telephone systems, routers, gateways, terminal devices, interfaces, remote access, call forwarding, and outgoing connections. The Customer implements security-related updates made available to it within a period that is reasonable in view of their importance and urgency, to the extent that this falls within its area of responsibility. If there are specific indications of misuse or compromise, the Customer informs CNT without undue delay, takes available and reasonable countermeasures without undue delay, preserves necessary available information, and assists in determining the cause and restoring secure operation. CNT performs the operational and security tasks it has assumed. The Customer complies with the statutory requirements applicable to its use.
- (4) The Customer properly instructs persons authorized to use or administer the services. Employees and agreed affiliated companies may use the services to the agreed extent. Statutory rules of attribution apply to acts of third parties and the resulting charges.
- (5) In the case of customer administration, the Customer is responsible for the assignments, permissions, and configurations it makes. Before making bulk changes or deletions, it reviews their scope and effects using the documentation provided.
- (6) The Customer must not use the services for unlawful purposes, unlawful content, or infringements of rights, circumvent security measures without authorization, or endanger systems through automated access in breach of the contract, malware, or other misuse.
- (7) If there are specific indications of misuse, significant unlawful use, or a significant security threat, CNT may take reasonable temporary protective measures, in particular by restricting access, functions, call directions, or destination number ranges. Where suitable and reasonable, such measures are taken only after an unsuccessful warning or a period to remedy the matter has elapsed without success. In the event of imminent danger, CNT may act immediately. CNT informs the Customer in advance, provided this does not jeopardize the protective purpose, or otherwise without undue delay afterward, in each case to the extent legally permissible.

- (8) Restrictions are limited to the necessary scope and duration, taking into account the Customer's legitimate interests and statutory emergency call obligations, and are lifted as soon as the reason for them ceases to exist. Section 10(1) through (4) applies to service suspensions due to payment default.
- (9) If the Customer is legally responsible for the cause of a justified restriction and CNT keeps the service available in accordance with the contract, recurring charges remain payable, with savings that must be taken into account by law credited against them.
- (10) The Customer backs up the operationally necessary data, software versions, and configurations for which it is responsible at intervals appropriate to the risk of loss, to the extent that suitable backup capabilities exist. This applies in particular to its own telecommunications systems, routers, terminal devices, and local systems. Before changes, maintenance, repairs, and returns, it creates an up-to-date backup to the extent technically possible and necessary in view of the nature of the work. It keeps backups and access credentials and means available and reports apparent obstacles to backup in good time. CNT provides the backup and recovery services it owes. Section 25 applies to cloud data, and Section 12(4) to the consequences of missing backups.

8 Charges, Invoices, and Payment

- (1) The Customer pays the agreed charges plus statutory value-added tax. Billing units, minimum purchase commitments, volume tiers, and included services are set out in the order and pricing documents. Additional services are charged in accordance with Section 3.
- (2) Unless otherwise agreed, recurring charges independent of usage are billed in advance for each billing period from the time the service is made available and ready for use; partial months are billed proportionately based on actual calendar days. Section 18(2) applies to activation-dependent charges. Usage-based and other charges are billed after the services are performed. Special statutory requirements for payment to become due remain unaffected.
- (3) Nonuse does not reduce charges for making services available or minimum purchase commitments. Agreed rights to flexibility, cancellation of orders, and deactivation, as well as rights arising from disruptions in performance, remain in effect. Section 18 applies to apps and options.
- (4) Invoices are transmitted to the agreed invoice recipient in legally permissible electronic formats and, where required, in structured electronic formats. The Customer keeps the receiving address up to date.
- (5) Unless a different due date has been agreed, claims for payment of charges become due and payable upon receipt of the invoice. Under the direct debit procedure in paragraph (9), CNT collects them on the announced collection date. For payment by bank transfer, CNT grants the Customer a payment period of 14 calendar days after receipt of the invoice during which no payment default occurs. If the claim becomes due only after receipt of the invoice, this period begins when payment becomes due. A separately agreed later payment date takes precedence. For payment by bank transfer, the Customer enters payment default upon expiry of the applicable payment period without any further payment reminder, to the extent that it has not paid and is legally responsible for the nonpayment. Paragraph (9) applies to settlement of dishonored or returned direct debits. CNT may claim default interest at the statutory rate and, where the statutory requirements are met, the statutory lump-sum payment of EUR 40.00 for default under Section 288(5) BGB; statutory crediting requirements remain applicable.
- (6) The Customer may set off counterclaims that are undisputed, have been established by a final and binding judgment, or arise from the same contractual relationship. Rights of retention exist in respect of claims arising from the same contractual relationship; any further mandatory rights remain unaffected.
- (7) In the event of effective partial termination, cancellation of an order, or an agreed reduction, the unit prices or volume tiers and discounts

already agreed for the remaining services in the order and incorporated pricing documents apply from the effective date.

- (8) Discounts rightfully granted for past periods will not be reclaimed. Mere nonuse or telephone number porting, with the contractual purchase and payment obligations unchanged, does not by itself cause a volume- or revenue-dependent discount to cease to apply.
- (9) Payments are made by SEPA Core Direct Debit. Other payment methods require agreement. The Customer issues CNT a SEPA Core Direct Debit mandate in good time before the first announced collection date and ensures sufficient funds in its account on the collection dates. The period for advance notification of direct debit collection is shortened to two banking business days. CNT provides the advance notification, stating the amount and collection date, with the invoice or separately in text form. Until a valid mandate is in place, the Customer pays by bank transfer within the payment period under paragraph (5). The obligation to issue the mandate continues. If a direct debit is dishonored or returned, the Customer settles the amount due and still owed by bank transfer without undue delay after becoming aware of this, unless CNT announces another collection attempt. The statutory requirements govern the commencement of payment default. If a direct debit is dishonored or returned for a reason for which the Customer is legally responsible, CNT may charge lump-sum damages of EUR 15.00. The Customer may prove that no loss or a substantially lower loss was incurred. CNT reserves the right to prove and claim a higher recoverable loss; any lump sum already charged will be credited against it.

9 Billing Disputes and Traffic Data

- (1) Objections to billing statements and debits from credit balances within the scope of Section 67 TKG must be raised within eight weeks after receipt of the billing statement or after the debit, respectively. The affected items and reasons should be identified.
- (2) Section 67 TKG governs substantiation of charges, technical examination, due dates, and the burden of proof within its scope of application. Undisputed claims remain payable in accordance with their due dates.
- (3) Where connection data lawfully do not exist or have been deleted, the relief from substantiation and information obligations under Section 67(4) TKG applies.
- (4) Telecommunications traffic data required for billing are retained for that purpose, as a general rule for no longer than six months after the invoice is sent, and are deleted without undue delay when no longer necessary. Other processing purposes require an independent statutory basis.
- (5) If objections to connection charges are raised within this six-month period, necessary data may be retained until the matter is finally resolved. Statutory substantiation obligations and permissible specific deletion requests remain applicable.
- (6) Itemized call records are provided in accordance with statutory requirements, at the Customer's option with destination telephone numbers shown in full or with the last three digits removed. Statutory restrictions on disclosure, in particular for protected counseling lines, remain applicable.
- (7) Provision of an itemized call record requires the declaration by the subscriber in text form required under Section 11(3) of the German Telecommunications and Digital Services Data Protection Act (Telekommunikation-Digitale-Dienste-Datenschutz-Gesetz, TDDDG).
- (8) Where separate connection data records have been agreed, in particular pre-rated Call Detail Records, the interface, format, delivery interval, time reference, rating status, corrections, and invoice reconciliation are governed by the agreed terms. The agreed prices and billing bases remain authoritative. The Customer imports the data into its systems.

10 Payment Default and Service Suspensions

- (1) In the event of payment default, CNT may exercise statutory rights of retention and termination. Suspensions must be necessary, proportionate, and limited to the affected services and must end as soon as the reason for them ceases to exist. Statutory emergency call and continued-service obligations remain applicable.
- (2) To the extent that Section 61(3) through (7) TKG applies to the Customer, service suspensions due to payment default are imposed exclusively in accordance with the requirements provided for therein.
- (3) For other business customers, CNT gives notice in text form of service suspensions due to payment default, specifying the amount overdue and allowing a reasonable payment period. Rights permitted by law or in overriding master agreements in the event of a specific threat remain in effect. Statutory and agreed continued-service obligations must also be observed at the end of the contract.
- (4) The statutory requirements apply to termination for cause due to payment default; paragraphs (6) through (8) apply to remaining purchase commitments. Separately ordered technical services and statutory claims for damages remain reserved.
- (5) Section 7(7) through (9) applies to restrictions imposed for security reasons and their effects on charges. Charges for abusive voice traffic are governed by Section 30(7).
- (6) If CNT justifiably terminates for cause due to a breach of duty for which the Customer is legally responsible, the Customer compensates CNT for the loss caused by termination, in particular the economic loss of binding base charges, minimum purchase commitments, and minimum revenue commitments until the earliest possible regular end of the contract. The effective contractual term and rights to reduce services and terminate must be taken into account when calculating the loss. Settlement takes the form of damages without extending the contractual term or CNT's obligation to provide services.
- (7) Expenses saved, benefits to be credited from the alternative use of committed input services, and other earnings to be credited are taken into account. Unavoidable costs of input services attributable to the purchase commitment may form part of the loss to the extent they are not already included in the lost charges. Usage charges beyond binding minimum purchase commitments require corresponding evidence of loss. Payments and security realized are credited.
- (8) CNT provides a comprehensible calculation of the loss and, where payment for future losses is made early, takes the benefit of early payment into account through appropriate discounting. The Customer remains free to prove that no loss or a lower loss was incurred; statutory burdens of substantiation and proof remain unchanged. Paragraphs (6) through (8) do not establish a claim for compensation solely because the Customer justifiably ends the contract; mandatory statutory prohibitions on compensation take precedence. Further losses are compensated only if the statutory requirements are met and without double recovery.
- (9) Statutory rights to data access, export, and switching continue to apply even if production use is suspended. CNT may take necessary security measures under Section 7 in this context.

11 Provision of Security

- (1) CNT may make orders conditional on the provision of security. After the contract has been concluded, this requires specific facts establishing that the claim for remuneration is at risk because of insufficient ability to pay, in particular repeated payment default or a significant deterioration in financial circumstances. Section 321 BGB and mandatory insolvency law remain applicable.
- (2) The amount of security is based on the expected loss on unsecured receivables, generally determined by reference to the last four billing months or, for new orders, the corresponding expected charges. A demonstrably different risk of default, existing security, and advance payments will be taken into account. If the volume of services or the need for security changes, CNT may require an adjustment.

- (3) As agreed, security must be provided in the form of a cash payment or an appropriate suretyship waiving the defense of prior enforcement (selbstschuldnerische Bürgschaft), issued by a credit institution authorized in the EU, within a reasonable period set by CNT. Otherwise, CNT may refuse to provide services or terminate the contract subject to the statutory and contractual requirements.
- (4) CNT may realize security to satisfy existing secured claims that are due and payable and enforceable after it has given notice of the claims and its intention to realize the security and allowed a reasonable period for payment or a response. The statutory and contractual objections and defenses of the Customer and the provider of security also apply when the security is realized; court decisions must be observed. If the need for security continues, CNT may require the security to be replenished. Security will be released to the extent that its purpose no longer applies.

12 Liability, Disruptions in Performance, and Force Majeure

- (1) CNT has unlimited liability for loss caused intentionally or through gross negligence and for culpable injury to life, body, or health. If CNT assumes a guarantee or a procurement risk, it is liable to the extent of the obligation assumed. Liability under the German Product Liability Act remains unaffected.
- (2) In cases of ordinary negligence, CNT is liable only for a breach of material contractual obligations. These are obligations whose fulfillment is essential to the proper performance of the contract and on whose observance the Customer may ordinarily rely. In such cases, liability is limited to the loss typical of the contract that was foreseeable when the contract was concluded; the caps under paragraph (8) also apply. Mandatory statutory liability and paragraph (1) remain unaffected.
- (3) For pecuniary loss and compensation payable to end-users within the scope of Section 70 TKG, the special liability rules of that provision, including its exceptions, apply.
- (4) In the event of loss of or damage to data, contributory fault and reasonable backup measures by the Customer will be taken into account in accordance with the statutory rules. Agreed backup, restoration, and export obligations remain applicable.
- (5) Strict liability for defects in a leased item that existed when the contract was concluded under the first alternative of Section 536a(1) BGB is excluded. This does not apply in cases of fraudulent concealment, an assumed guarantee, or other mandatory liability. In all other respects, paragraphs (1) through (4) apply. To the extent that a limitation of liability is effective, it also applies for the benefit of CNT's governing bodies, employees, representatives, and persons engaged to perform its obligations.
- (6) Force majeure and comparable events that cannot be controlled despite reasonable precautions relieve a party of responsibility only to the extent that it is not legally responsible for the breach of obligation. The party must give notice of the cause and expected duration without undue delay and take reasonable measures to mitigate loss. Delivery and performance deadlines affected by the event are extended by the duration of the impediment plus any necessary and reasonable period for resuming operations. In the event of upstream supplier failures, these conditions must also be met with respect to procurement and reasonable replacement options. Statutory rights to end the contract and claims for repayment remain applicable.
- (7) SLA credits will be credited against claims with the same purpose only to avoid double compensation for the same detriment.
- (8) Outside the scope of paragraph (3), liability under paragraph (2) is limited, per loss event and in the aggregate per contract year, to one year's charges for the affected individual order. The contractually agreed individual order, including its supplements and associated options that are not independent, is determinative. A split made solely for billing purposes does not create separate liability limits. The calculation is based on the net recurring charges for the twelve months preceding the first loss event of the contract year; this amount applies to all events in that contract year. If services have

been provided for a shorter period, the net recurring charges owed up to that point are extrapolated to twelve months; before charges begin to accrue, twelve times the agreed net recurring monthly charge applies. For individual orders without recurring charges, the net remuneration for the order applies. The first contract year begins when the contract is concluded; each contract year comprises twelve months. If the loss typical of the contract that was foreseeable when the contract was concluded exceeds the limit per loss event or per contract year, that higher amount applies to the respective limit. Losses arising from the same specific breach of obligation constitute one event; a merely similar cause is insufficient. These caps do not limit paragraph (1), the special TKG rules under paragraph (3), or mandatory statutory claims, in particular under Article 82 GDPR.

- (9) The Customer's claims for defects in quality and defects in title arising from the purchase of movable items or work services (Werkleistungen) are subject to a one-year limitation period beginning at the time prescribed by law, in particular upon delivery or acceptance (Abnahme). The Customer's other contractual claims for damages likewise become time-barred after one year; their statutory commencement, in particular under Section 199(1) BGB, remains unchanged. Statutory suspension of the limitation period, suspension of its expiry, and recommencement, as well as ongoing obligations to perform and remedy defects under continuing contractual relationships, remain unaffected.
- (10) Paragraph (9) does not apply to claims under paragraph (1), in cases of fraudulent conduct, to mandatory data protection claims, or to statutory claims for damages and compensation within the scope of Section 70 TKG. Section 438(1), nos. 1 and 2, and Section 634a(1), no. 2, BGB, as well as statutory supply chain recourse claims, are also excluded. More extensive protection under a guarantee remains in effect; shorter statutory periods are not extended. Rights to unilaterally alter the legal relationship, in particular termination, rescission, and reduction of price, are not subject to separate time limits.

13 Data Protection and Confidentiality

- (1) Before personal data is processed on behalf of the Customer, the parties will enter into a DPA. Where CNT performs its own statutory duties or processes data for its own purposes, the relevant legal basis applies.
- (2) The Customer is responsible for the lawfulness of its content, processing purposes, recipients, permissions, and retention periods. It must fulfill its information obligations, obtain any necessary consents, and involve employee representative bodies where required.
- (3) The central operation of the cloud platforms provided by CNT and the server-side storage of the Customer data processed in connection with them, including backup copies, take place exclusively in EU data centers. This also applies to subcontractors used, but does not apply to the Customer's devices or to transfers initiated by the Customer to communication partners or separately integrated third-party services. Access and other processing are governed by the DPA and the law.
- (4) CNT processes Customer content and the results generated from it for the agreed services. CNT will not use this data to train or generally improve its own or third-party artificial intelligence (AI) models unless this is separately and expressly agreed in a legally permissible manner. CNT will ensure that the subcontractors used for this purpose also comply with this restriction.
- (5) CNT may, on a statutory legal basis, process data necessary for credit checks, contract administration, and enforcement of claims and transmit it to credit reporting agencies or appointed entities.
- (6) CNT uses further processors in accordance with the authorization granted in the DPA and the procedures and requirements set out there.
- (7) The parties must treat as confidential any information designated as confidential or recognizable as confidential, in particular trade secrets, access credentials, security information, nonpublic prices, and

customer information. Confidential information may be used to perform the contract, for other agreed purposes, to fulfill statutory obligations, and to establish, exercise, or defend legal claims.

- (8) Necessary disclosure to employees, persons engaged to perform obligations, and advisers subject to professional confidentiality obligations is permitted if confidentiality is appropriately protected. Where disclosure is required by law or a public authority, the other party will be informed in advance to the extent legally permitted and possible. Information that was already lawfully known, was independently developed, or is public without any breach of obligation is not covered.
- (9) Once the purpose of use no longer applies, confidential documents must be returned or deleted upon request, unless statutory retention obligations or continuing contractual rights preclude this. Sections 25 and 26 and the DPA apply to production Customer data and backup copies.
- (10) Confidentiality obligations apply for two years after the contract ends and, for trade secrets, beyond that period for as long as they retain their status as trade secrets. Statutory secrecy and data protection obligations remain in effect.
- (11) CNT protects nonpersonal data stored in the European Union against unlawful access by public authorities and unlawful transfers to third countries through the measures required under Article 32 of Regulation (EU) 2023/2854 (Data Act) and takes these requirements into account when using subcontractors.
- (12) For data processing services within the scope of the Data Act, CNT provides the information required under Article 28 Data Act at <https://www.cnt.com/en/compliance/> and keeps it up to date.

14 Rights of Use

- (1) The Customer receives a nonexclusive right to use the software and protected work products provided, such as configurations, documentation, and training materials, for the agreed business purpose and to the agreed extent.
- (2) For cloud services and associated client software, the right of use exists for the duration of the respective contract. The Customer may use work products provided for independent use for the agreed purpose without a time limit, unless a different period of use is agreed. The provision of cloud services transfers neither ownership of the CNT infrastructure used for them nor a right to operate independently the CNT software underlying the service.
- (3) Unless otherwise agreed, CNT may further develop generally usable functions and solutions, including those resulting from feature requests, and make them available to other customers for a charge or free of charge. Remuneration or a contribution to costs alone creates neither exclusive rights of use nor a claim to separate permanent provision of the software. This does not permit the use of Customer data, materials, or confidential information beyond the existing authorizations for such use.
- (4) Modification and distribution of the software and transfer of rights of use are permitted to the extent allowed by contract or law; otherwise, they require CNT's consent. Mandatory statutory rights, in particular under Sections 69d through 69g of the German Copyright Act (Urheberrechtsgesetz, UrhG), statutory transfer and exhaustion rules, and license rights to third-party components take precedence.
- (5) A claim to delivery of CNT source code or internal software components exists only if expressly agreed or required by law. The provisions of this Section limit neither the Customer's existing rights to its data and materials nor the delivery of exportable data and digital assets under Section 26.
- (6) In the event of infringement of intellectual property rights, CNT may, as part of the cure it is required to provide, obtain the necessary rights or provide a reasonable, substantially equivalent alternative solution that complies with the law. The Customer's statutory rights apply to defects in title; Section 12 applies to liability.

B Cloud Communications

15 CNT Call Manager

- (1) CNT Call Manager provides the agreed functions of a cloud telephone system and the agreed functions for integrated communication and collaboration, including ordered options. The Customer must provide the necessary Internet or mobile network access unless CNT provides it under a separate agreement. Sections 27 through 30 also apply to voice access lines and connections.
- (2) User Accounts are the communication accounts designated as such under the agreed service and pricing terms. They may be assigned to natural persons or, as unpersonalized accounts, to devices. The agreed account type is determinative, regardless of actual use, personalization, or assignment to a device. Other separately agreed account types for technical functions or shared communication resources do not count as User Accounts. Under the agreed pricing terms, the charges for User Accounts and associated options may depend on the assigned roles and permissions.
- (3) Provisioning means the technical setup of an account or an associated service, including the configuration required for that purpose; deprovisioning means the technical removal of that setup.
- (4) If the Customer assigns a person rights to set up, expand, or activate accounts, options, or configurations subject to charges, the authority under Section 3 covers the corresponding orders and changes, including carrying them out independently through the administration functions provided or approved interfaces.
- (5) If a person with the corresponding authorization initiates the setup, expansion, or activation of accounts, options, or configurations, the Customer thereby orders the associated service, including the agreed one-time and recurring charges. Section 3 applies to automated processes and the basis for pricing and ordering; Section 18 applies to the commencement of charges and billing.
- (6) Extended administration rights allowing the Customer to administer accounts, permissions, and configurations are enabled for suitably qualified persons designated by the Customer. This requires the knowledge of system administration, access security, and data protection requirements necessary for the respective scope of permissions, as well as participation in CNT's designated administrator training or equivalent proof of qualification recognized by CNT. The Customer must use only persons with the corresponding qualifications to exercise these extended administration rights. In the event of material changes to the administration functions, CNT may require supplementary instruction or training to the extent necessary for their safe and proper operation. Training is remunerated on the agreed terms. In addition to Section 7(5), before changing the assignment of accounts to persons or devices, the Customer must review the scope and effects of those changes using the documentation provided.
- (7) Time-limited test deployments that are not production-ready may be agreed without formal requirements, in particular orally, by email, or through access enabled at the Customer's request. Their scope, duration, and any charges are determined by the test agreement or the incorporated test terms. Availability commitments and support services apply only to the agreed extent. Production use requires a corresponding agreement; a paid production contract arises only when an order is placed. To the extent that CNT processes personal data on behalf of the Customer during the test deployment, this processing must be covered by a validly agreed DPA before it begins. An existing DPA is sufficient to the extent that it covers the test deployment. Any required DPA, including its appendices, may be agreed electronically without a handwritten signature. On transition to production operation, data and configurations will be transferred to the agreed extent; otherwise, the previously communicated return and deletion procedures apply. Under Article 31(2) Data Act, the switching obligations under Chapter VI of the Data Act do not apply to services provided as a non-production version for testing and evaluation purposes and for a limited period.

- (8) Emergency operation independent of the cloud platform or local redundancy in the event of an Internet connection failure is required only to the extent that it is included in the agreed scope of services.

16 CM App, CM Mobile App, and Other Client Software

- (1) CM App, CM Mobile App, and other client software may be used by authorized persons within the scope of the agreed account and device permissions. Installation through the Customer's distribution systems is permitted to the extent that CNT provides the software for that purpose.
- (2) Identical functionality across different platforms is required only to the agreed extent.
- (3) The Customer must provide suitable devices and networks and grant the necessary technical permissions.
- (4) CNT provides necessary software updates in accordance with the agreed maintenance and applicable law. The Customer must cooperate in their installation within a period that is reasonable in view of their significance and urgency. Section 5 applies to changes to supported versions and system requirements.
- (5) Section 7(7) and (8) apply to temporary access restrictions for insecure software versions.
- (6) Supplementary acquisition and installation terms of app stores or other distribution platforms do not change the services and responsibilities agreed with CNT. The agreed charges for use also apply where the download is free of charge.

17 Mobile Use and Local Data

- (1) Mobile use requires a suitable data connection and the documented device settings.
- (2) The Customer bears the costs of its Internet or mobile network access, including roaming. Additional connection routes subject to charges will be used only to the agreed extent and at the charges communicated before they are enabled.
- (3) The protection and cooperation obligations under Section 7(3) apply to devices and access credentials. In the event of loss of a device, the Customer must initiate available blocking measures without undue delay and inform CNT to the extent that CNT's cooperation is required.
- (4) The Customer must establish rules for the business use of private devices. CNT accesses devices only to the extent agreed and legally permitted; this also applies to remote deletion. These GTC do not authorize the deletion of private content.
- (5) Deletion on the server side does not necessarily cover local content, exports, operating system backups, or copies held by third parties. The Customer must initiate any necessary deletions within its area of responsibility, in particular when a device is passed on or a user leaves. Storage locations and deletion functions are specified in the app documentation.

18 Provisioning, Activation, and Billing

- (1) The authorization to independently activate specific options and the incorporated pricing and service terms determine the group of persons authorized to activate them, the authorized services, prices, billing units, and the beginning and end of the obligation to pay charges. Within the scope of this authorization, no separate individual order is required.
- (2) Activation-dependent charges accrue as soon as a service ordered under Section 15(5) or authorized under paragraph (1) has been successfully assigned to the relevant account or agreed service base and made available ready for use. This also applies if activation is triggered automatically by installation, login, or configuration. Options ordered company-wide or for an entire service base do not require individual activation. Agreed free test activations are exempt from charges for the agreed test scope and test period.
- (3) For options and flat-rate plans priced per User Account, each User Account covered by the agreed billing scope forms a separate billing

unit, regardless of its personalization or assignment to a device. Multiple User Accounts assigned to the same person or the same device are billed separately. Use of the same User Account on several permitted devices, new installations, and device changes do not trigger additional option fees charged per User Account. Device-based billing and limits on devices that may be used simultaneously require a pricing or service agreement.

- (4) Logging out, nonuse, and uninstallation do not end any ongoing obligation to pay charges. Cancellation or reduction of accounts and options is governed by the agreed procedures, contract durations, minimum purchase commitments, and notice periods for termination. Agreed reduction rights determine, in particular, the permitted reduction percentages and their reference base and reference period. Recurring charges decrease from the time a permitted reduction in the base takes effect, in accordance with the agreed billing terms. The affected accounts must be deprovisioned at that time in accordance with the agreed procedure. Technical deprovisioning also constitutes cancellation if the agreed procedure so provides. Paragraph (9) applies to dependent options.
- (5) The units validly authorized and provided will be billed. Section 9 applies to objections.
- (6) If an option is intended to apply company-wide or to a specific service base under the agreed pricing and service terms, ordering it covers all User Accounts in that base, including User Accounts added later. The agreed charge is calculated for each covered User Account regardless of individual activation or actual use of the option. Other account types are not included in this calculation. Authorization of app activations for individual User Accounts does not cover any other company-wide option.
- (7) A change of user occurs when the assignment of a User Account is changed from one natural person to another. This also applies if the assignment to a person is removed in the interim. In such cases, the existing user-specific setup must be deprovisioned and the setup for the new person must be newly provisioned. The Customer must arrange this through CNT or carry out these processes itself within the scope of its administration rights. The agreed one-time setup fee is payable for successful new provisioning, even if the telephone number, account identifier, or total number of User Accounts remains unchanged, unless a different billing model is agreed. Mere changes to the master data of the same person, device changes, and new installations do not constitute changes of user. Paragraph (4) applies to cancellations and reductions in the base.
- (8) If it is agreed for customer administration that setup fees are incurred only when the previously billed maximum base increases, additional setup fees will be charged exclusively for the number of User Accounts exceeding that maximum base. The highest number of User Accounts in the agreed reference base for which setup fees have already been billed in accordance with the contract is determinative. Changes of user and deprovisioning and reprovisioning within that base will then trigger no further setup fee.
- (9) Options that, according to their agreed purpose, can be used exclusively with a specific CNT primary service end without separate termination no later than that primary service ends. Ordering an option at a later date extends the term of the primary service only if a new minimum term for the primary service is expressly agreed in the change order.
- (10) Services that can be used independently and other individual orders continue on the agreed terms. Claims for remuneration already accrued and claims arising from an early termination for which the Customer is legally responsible under Section 10(6) through (8) remain in effect.

19 Integrations and External Systems

- (1) The Customer obtains the third-party licenses and administrative approvals for which it is responsible, configures its systems in accordance with the contract, and releases for synchronization or transmission only data that it is authorized to process and disclose.

- (2) Section 5 applies to technical changes to interfaces and integrations.
- (3) Section 7(3) applies to access credentials and technical keys.
- (4) If the Customer commissions a third-party service outside the scope of CNT's services and CNT undertakes to connect that service, the Customer is responsible for selecting and using the third-party service and for the permissions, data protection agreements, and data releases required for this purpose. CNT is responsible for the agreed connection and the processing it performs. Third-party services that CNT uses to perform its own service obligations are not thereby assigned to the Customer's area of responsibility.

20 Communication Functions and Content

- (1) Conference or chat participants invited as intended may use the services within the agreed scope. The Customer manages access and sharing permissions for communication rooms and stored or transmitted content. It protects invitation links and access codes and carefully selects recipients and email distribution lists.
- (2) Technical transmission and delivery logs document the indicated transmission process; without a separate commitment, they guarantee neither the legal effect of delivery nor actual awareness of the content.
- (3) For functions triggered by incoming messages, the Customer specifies authorized senders and transmission channels and protects the means of access used for this purpose against misuse.

21 Call Recording and Archiving

- (1) Call and conference recordings may be activated only by persons authorized to do so and for legally permissible purposes. Before recording begins, the Customer ensures that the necessary conditions are met, informs the persons concerned, and obtains any necessary consents. It takes into account the confidentiality of the spoken word, data protection, and employee rights, and reviews its recording and retention obligations.
- (2) Section 25 applies to storage, transfer to archives, and deletion.

22 AI Functions

- (1) The Customer uses AI functions within their agreed intended purpose and may not use them unlawfully. If it intends a different use or a substantial modification that gives rise to additional statutory requirements for CNT or its services, it informs CNT in advance. Such use requires an agreement on the services and responsibilities necessary for this purpose.
- (2) AI results may be erroneous or incomplete. The Customer ensures review appropriate to the intended use and risk and checks results before using them in a way that has significant legal, economic, or safety-related consequences. It ensures any legally required human oversight within its area of responsibility. This does not limit agreed quality requirements or claims arising from defective performance.
- (3) For automated processes, the Customer specifies permissible data sources, access rights, and actions to be performed within its area of responsibility. It checks the processes it has configured for compliance with these specifications before use in production and after material changes. Orders placed with CNT or changes affecting charges payable to CNT that are triggered by AI functions are subject to the authorization and approval rules in Sections 3, 15, and 18.
- (4) CNT fulfills the statutory information and labeling obligations incumbent on it as a provider. The Customer incorporates required notices into the communication processes it designs and adds mandatory information specific to the use. Within its area of responsibility, it ensures that callers and other persons concerned receive legally required information in a timely, understandable, and accessible manner. Legally required notices and labels must not be rendered ineffective.
- (5) The requirements of Section 21(1) apply accordingly to AI-assisted processing of conversation content, even without permanent storage of an audio recording.

23 Statistics, Presence Status, and Employee Data

- (1) Statistics, call lists, and presence information serve the agreed communication and control tasks. The Customer determines permissible purposes of analysis, access rights, and storage periods within the functions provided.
- (2) Analyses relating to identifiable individuals and location information require legal authorization. The Customer informs the persons concerned and observes the applicable participation rights.
- (3) Presence indicators and technical delivery or activity data alone do not establish working time, personal availability, or actual awareness of content.

24 Alerts, On-Call Duty, and Location Tracking

- (1) Before placing an order, the Customer discloses any safety-critical use, particularly in fire alarm, intruder alarm, personal emergency call, or elevator emergency call systems, including known requirements. Suitability, components, responsibilities, and functional tests are expressly agreed.
- (2) Local redundancy in the event of an Internet outage exists only to the agreed extent and requires functioning local components and a power supply. The service description specifies alarm and backup channels.
- (3) Within its area of responsibility, the Customer keeps alert recipients, on-call schedules, and escalation contacts up to date, ensures that they can be reached, and performs the agreed functional tests. Technical delivery or acknowledgment does not replace the provision of assistance.
- (4) Device location tracking is permitted only to the extent legally permissible and agreed. Section 29 also applies to emergency calls to 110 and 112.

25 Cloud Data, Data Backup, and Deletion

- (1) The types of data, scope of storage, retention, and deletion are governed by the following provisions, the service description, and the applicable DPA, including its deletion policy. Processing requires a valid legal basis; statutory deletion and retention obligations and valid instructions remain controlling.
- (2) The Customer backs up cloud data that it needs on a permanent basis using available export methods at intervals appropriate to the risk of loss, particularly before material changes, announced deletion, or the end of the contract. CNT provides the agreed backup, recovery, and export services.
- (3) Customer data, particularly communication content and configurations, is kept available to the agreed extent and for the respective purpose. The Customer determines the retention purposes and periods for which it is responsible using the settings or instruction channels provided. More extensive archiving requires a separate order.
- (4) Call and conference recordings and transcripts are stored and deleted in accordance with the lawfully agreed or instructed periods. Internal deletion triggered by transfer to an archive requires confirmation that the target archive has received the data in full. Deletions due to expiration of a period or an instruction are performed in accordance with the applicable rules. Merely sending a file does not constitute confirmed receipt. Acknowledgment of receipt, transfer verification, retries, and responsibility for handling are governed by the archiving function ordered. If CNT becomes aware that an agreed automatic transfer to an archive has failed and deletion of the affected files is imminent, CNT informs the Customer without undue delay through the agreed reporting channel. The Customer ensures that its archive is accessible and has sufficient capacity and the necessary means of access, pays attention to error messages, and retrieves any untransferred files before the remaining storage period expires.
- (5) The recording function includes long-term archiving or archiving that meets regulatory requirements only if expressly agreed. Such agree-

ment specifies, in particular, protection against undetected modification, completeness, retrievability, retention, deletion, and responsibility for the target archive.

- (6) Call lists and usage statistics containing personal data that are outside the scope of CNT's billing of charges are deleted or anonymized in accordance with lawfully agreed or instructed periods; once the permissible purpose ceases to exist, they may no longer remain stored in personally identifiable form. Section 9 applies to billing-related traffic data.
- (7) Diagnostic, access, and security logs are processed only lawfully and in accordance with their purpose under the service-specific operation and deletion policy. Necessary incident extracts may be retained on a valid legal basis until final resolution. Communication content is not retained for general future diagnostic use.
- (8) At the end of the contract, the return and retrieval of existing data that must be provided are governed by Section 26, the DPA, and the scope of services. The Customer retrieves the data it needs in a timely manner; CNT gives reasonable advance notice of the final deletion date to the extent necessary for retrieval and if the date has not already been validly communicated. Additional transition, export, and archiving services that are neither legally required nor already contractually owed are ordered separately in accordance with Section 3 at the agreed service prices. Lawfully deleted data does not have to be reconstructed.
- (9) After completion of the return or switching procedure and expiration of the data retrieval period, CNT deletes the data, including copies, unless a valid instruction to the contrary or a mandatory retention obligation precludes deletion. Ongoing deletion instructions are implemented without unreasonable delay in accordance with the DPA and mandatory statutory time limits.
- (10) Backup copies are subject to the agreed backup and deletion procedure; backup cycles do not extend deletion deadlines that have fallen due. Until lawful final deletion, data that may no longer lawfully be used in production is blocked against further use. Restorations must take account of deletions already performed.
- (11) Data subject to retention obligations is limited to what is necessary, separated from other use in production, and deleted once the reason for retention ceases to exist. The Customer's failure to export data does not give rise to a general archiving or recovery obligation beyond agreed periods.

26 Data Export and Switching Providers

- (1) The following provisions apply to data processing services within the scope of the Data Act, taking into account the version applicable from time to time. The Customer may request switching to another provider of the same service type or to its own IT infrastructure. The notice period is two months from receipt of the request. Instead of switching, the Customer may request termination of the service followed by deletion of its exportable data and digital assets. The Customer may also notify CNT of its decision to take one or more of the measures stated above as late as the expiration of the notice period.
- (2) After expiration of the notice period, switching takes place without unreasonable delay within a transitional period of no more than 30 calendar days. If switching is technically unfeasible, the notification, justification, and time-limit requirements of Article 25(4) of the Data Act apply. The Customer may extend the transitional period once by a period that it considers more appropriate for its purposes. It provides the necessary information, permissions, and details of the destination provider or target environment in a timely manner and cooperates in the switching process.
- (3) The export includes data in the following categories that is exportable under the Data Act, to the extent that such data exists as part of the service ordered:
 - a) Master and contact data;
 - b) Account, authorization, and configuration data;
 - c) Communication content, files, and processing results;
 - d) Customer-related usage, status, event, and log data;

in each case including the associated metadata. Also included are existing applications, scripts, templates, and configuration artifacts to the extent that the Customer is entitled to use them independently of the existing CNT contract.

- (4) CNT's source code and internal software components, exclusively internal infrastructure, operational, and security data, and cross-system means of access are excluded to the extent that their exclusion is legally permissible to protect trade secrets, third-party rights, or system security. Exceptions may not impede or delay the switching required by law. CNT provides the open interfaces required by law free of charge and exports data in accordance with the applicable technical requirements, where necessary in a structured, commonly used, and machine-readable format. CNT provides the Customer with the switching information and the reference to the current online register pursuant to Article 26 of the Data Act.
- (5) CNT provides reasonable assistance to the Customer and third parties authorized by it in switching and provides the information necessary for the Customer's exit strategy. During the transitional period, CNT continues to provide the agreed services, maintains business continuity with due care, and provides information about known risks of interruption originating from CNT. CNT ensures the high level of security required by law during switching, data transfer, and data retrieval. The technical obligations relate to the services provided by CNT; the setup or adaptation of third-party systems is included only to the extent required by law or separately agreed.
- (6) The contract for the affected data processing service ends upon successful completion of switching or, if termination followed by deletion without switching is requested, upon expiration of the notice period. CNT informs the Customer of the termination. After expiration of the transitional period, the exportable data and digital assets remain available for retrieval for 30 calendar days. After expiration of this data retrieval period or an agreed later period, CNT deletes them in full if switching has been successfully completed, unless a mandatory retention obligation precludes deletion.
- (7) The agreed recurring service charges accrue until termination of the contract, including during an extended transitional period, unless mandatory statutory requirements provide otherwise. Switching charges are charged only on the basis of an agreement entered into before conclusion of the contract and in accordance with Article 29 of the Data Act. Compensation for early termination of the contract requires a valid agreement and is charged only to the extent legally permissible. Additional services that are neither legally required nor already contractually owed are ordered and paid for separately in accordance with Section 3.
- (8) Article 34 of the Data Act applies to the parallel use of multiple data processing services. Data egress charges agreed for this purpose are limited to the data egress costs actually incurred. Mere parallel use does not terminate the CNT contract. Section 25 and the DPA apply to other provision and deletion of data; Section 28 applies to telephone number portability.

27 Voice Connections and SIP Connections

- (1) CNT connects CNT Call Manager or a compatible telephone system to public telephone networks through voice connections or SIP connections. International connections are provided for the agreed countries and locations.
- (2) The Customer configures its telephone system or platform in accordance with the contract and cooperates in agreed interoperability tests.
- (3) For international services, the countries, local requirements, proof of subscriber status, emergency call and porting procedures, and special telephone number signaling are specified before the order is placed. General country overviews do not include a commitment that a particular service variant is available at a particular location.
- (4) The Customer's Internet access, networks, and telephone systems must meet the technical requirements communicated to it.

28 Telephone Numbers, Subscriber Directories, and Porting

- (1) The Customer uses telephone numbers in accordance with its entitlement and the allocation conditions, provides the necessary proof of identity, address, and entitlement, and reports relevant changes without undue delay. Caller identification requires the appropriate authorization and signaling that complies with the law.
- (2) CNT arranges separately ordered subscriber directory entries to the extent legally permissible. The order and the necessary consent determine the information, services, and any reverse lookup. The Customer may request restriction or deletion with effect for the future.
- (3) Switching providers and telephone number portability take place under the direction of the receiving provider in accordance with the applicable statutory procedures. The Customer places the necessary orders with accurate subscriber details, clearly identified telephone numbers or blocks of telephone numbers, and the desired porting date.
- (4) Within the scope of Section 59 TKG, telephone number portability may be requested up to one month after the end of the contract.
- (5) Porting a telephone number before the effective end of the affected service requires a corresponding agreement with CNT, unless there is a statutory entitlement to earlier implementation.
- (6) Early porting alone does not terminate the contract or individual services and does not reduce any minimum purchase commitments or usage-independent charges.
- (7) In the case of partial porting, the other services and telephone number assignments that have not been effectively terminated remain in place. Section 8(7) and (8) applies to the consequences for discounts of an effective reduction in the scope of the contract.
- (8) CNT does not charge end-users within the meaning of Section 3 no. 13 TKG any direct charges for telephone number portability.

29 Emergency Calls and Nomadic Use

- (1) For voice services subject to a statutory obligation, CNT enables free emergency calls to 110 and 112 in Germany, including the required transmission of telephone number and location information. Routing is based on the actual origin determined in accordance with legal and technical requirements. Caller ID suppression does not prevent the required transmission. Emergency calling capabilities that must be maintained by law remain available during a service suspension for nonpayment.
- (2) For fixed locations, the Customer provides the complete actual connection address before provision of the service and assigns connections, blocks of telephone numbers, and extensions to the correct fixed locations. CNT technically configures the required location assignment; the Customer checks it in the administration system or on the basis of the agreed electronic notification. Billing or company addresses may be used only if they match the actual connection location. Statutory checks and network-side location data remain controlling.
- (3) The Customer reports changes to fixed location assignments, for example due to working from home, hot desking, relocation, or nomadic use, before the change through the designated administration procedure or in text form to the CNT Service Center. Only the technical status display or the designated electronic response confirms the changeover. The legally required location procedures apply to changing device locations. Outdated location information may lead to incorrect assignments.
- (4) For CM App, CM Mobile App, and other client software, the usage-related emergency call information provided regarding the connection path, location determination, and technical dependencies applies. In an emergency, smartphone users should give priority to using the native telephone or emergency call function over the available mobile network, particularly when changing locations. For desktop clients, the Customer keeps an alternative emergency calling method suitable for the location available. Automatic handover

to the native telephone function requires an express description of that feature for the respective app version.

- (5) Abroad, local emergency telephone numbers and available emergency calling methods must be used, particularly 112 in the European Union. A German telephone number or logging into the platform does not guarantee local emergency calling capability abroad. Emergency calls whose origin is determined by the network to be outside Germany must not be routed to German emergency telephone lines. For international voice services ordered, CNT describes the country-specific emergency calling capabilities before provision of the service.
- (6) Emergency calls may fail if the necessary power supply, Internet connection, devices, or local infrastructure fails. The Customer makes suitable operational emergency arrangements, for example through independent mobile network access or an agreed backup service, informs its users, and keeps location assignments up to date. The caller should provide the actual location, a means of calling back, and the necessary emergency information. Test calls require prior coordination with the responsible emergency call answering point.

30 Call Charges, Flat-Rate Plans, and Misuse

- (1) The agreed pricing documents determine billable calls, destinations, billing increments, and charges that depend on the destination network or origin. Call forwarding and callbacks over public networks may generate calls charged separately under the rate schedule.
- (2) Flat-rate plans cover the calls included under the agreed rate terms. Excluded is use for outbound telemarketing campaigns for customer acquisition, sales support, or appointment scheduling on behalf of third parties, and for comparable campaigns conducted for the Customer's own purposes that are systematically directed at making numerous advertising or sales contacts, particularly where tasks are divided among participants or automated dialing is used. Ordinary individual business and support calls do not fall within this exclusion. Ring groups, call queues, automatic call distribution, voice menus, or high call volumes alone do not constitute excluded use. Other validly agreed exclusions apply in addition. Excluded calls are charged in accordance with paragraph (5).
- (3) Flat-rate plans limited to the Customer's own business communications cover neither the sale of call services nor carrier interconnection. More extensive use requires expressly agreed terms; authorization to resell alone does not extend the scope of the flat-rate plan.
- (4) Artificial calls made primarily to obtain payments or other benefits from traffic volume, and abusive continuous calls or automated repetitions to circumvent agreed charges and usage limits, are prohibited. High traffic volume alone does not establish misuse.
- (5) Calls demonstrably excluded from the flat-rate plan are charged individually at the call charges validly agreed for this purpose or at an expressly agreed separate rate, including if their classification is established only subsequently. The exclusion does not constitute a commitment to automatic technical blocking.
- (6) CNT may refuse flat-rate options for use excluded under paragraph (2). If excluded use is established, CNT may, at any time after becoming aware of it, terminate a separately priced, contractually severable flat-rate option on two weeks' notice effective at the end of a month, for as long as the use continues or specific circumstances give reason to expect its recurrence. Before doing so, CNT communicates its findings and provides a reasonable opportunity to comment and, where appropriate, to remedy the situation. This does not apply to the extent that the Customer has already had this opportunity or has seriously and definitively refused an appropriate remedy. Other services continue on the agreed terms. The option fee ceases to apply when termination takes effect; calls are charged at the usage-based charges already agreed.
- (7) The Customer owes the agreed charges for calls provided in accordance with the contract even in the event of unauthorized use, to the

extent that such use is legally attributable to it. This applies in particular in the event of a culpable breach of the security, cooperation, or reporting obligations under Section 7(3) that enables or prolongs misuse, and in the event of legally attributable conduct of its employees, agents, and persons engaged to perform its obligations. Further statutory claims for damages remain available, particularly for necessary expenditures to prevent and remedy misuse for which the Customer is legally responsible; the same loss is not charged twice. Mandatory provisions to the contrary, particularly rules on attribution and proof, and enforceable administrative orders remain unaffected.

- (8) CNT has no obligation to monitor individual instances of use beyond the agreed services and statutory obligations. Protective measures guarantee neither the prevention of misuse nor its detection before charges accrue. Section 7(7) through (9) applies to temporary protective measures and their consequences for remuneration.

C Network Services

31 Internet Access and Site Networking

- (1) Network Services comprise the Internet access, site networking, and management services ordered, for example via fiber optics, copper, directional radio, Ethernet, MPLS-VPN, SD-WAN, or IPsec. The service description specifies, in particular, service demarcation points, bandwidths, traffic characteristics, connected sites, network separation, prioritization, Internet gateways, management tasks, and service levels, as well as responsibilities for equipment, cabling, power supply, and access to land. Product names and transmission technologies do not in themselves establish guaranteed performance characteristics. Logically separated MPLS or Ethernet connections include end-to-end encryption only if agreed accordingly.
- (2) The incorporated service description specifies particular local cooperation requirements and country-specific prerequisites.

32 Connection Activation and Local Cooperation

- (1) Connection activation requires connection infrastructure that is usable for the applicable technology. The scope of a feasibility review and the local prerequisites are set out in the order.
- (2) The initial provision of site-specific connections that require new construction or technical modification is subject to a reservation as to technical feasibility solely with regard to usable connection lines, connection capacities, cable routes, and radio sites. This reservation ceases to apply to the extent that CNT has confirmed their suitability for the specific order or has unconditionally committed to implementation. CNT reviews feasibility without undue delay after the contract is concluded and completes the review within four weeks. Necessary site visits, reviews of cable routes or radio sites to be newly established, and approvals relating to land or from public authorities extend the review period to a maximum of eight weeks after the contract is concluded; CNT notifies the Customer in text form of the longer period and the specific reason for it within the first four weeks. CNT requests necessary Customer cooperation without undue delay; a failure to provide it extends the period only by the actual resulting impediment to the review. CNT provides information about the result without undue delay. If the connection definitively cannot be established despite reasonable measures and CNT is not legally responsible for the impediment, CNT may rescind the affected individual order in text form within the review period and before provision. An incomplete review or merely higher procurement or construction costs do not suffice. Charges for services not provided are refunded without undue delay. The reservation lapses upon expiry of the review period; statutory rights remain unaffected. The review period does not postpone any binding provision date. Without a further order, any Customer contribution to construction or infrastructure costs is governed by the agreed prices and calculation bases; costs exceeding these and differing services require an agreement. Paragraphs (7) through (10) apply to a failure to provide Customer cooperation.

- (3) Unless CNT is required to provide them, the Customer provides the in-house cabling, cable routes, equipment spaces, power supply, grounding, and suitable environmental conditions within its area of responsibility in a timely manner, free of charge, and in working order for the duration of the contract. The Customer adequately protects CNT facilities within its sphere of influence against damage, theft, and unauthorized interference, cooperates in obtaining rights to use land and buildings, and obtains the consents it is required to obtain. CNT specifies prerequisites and dates in a timely manner.
- (4) The Customer provides CNT and the technicians engaged with the necessary access and keeps confirmed appointments. If the Customer misses appointments for reasons for which it is legally responsible or fails to provide prerequisites it is required to provide, the necessary and reasonable additional travel and labor caused thereby is remunerated at the rates agreed for this purpose. Otherwise, statutory claims apply. Paragraphs (7) through (10) apply to further delays.
- (5) Where self-installation is agreed, the Customer generally puts the equipment into operation within one week after the necessary connection and access credentials have been provided; any necessary different deadlines are coordinated. The Customer reports the outcome of external connection activation appointments without undue delay, at the latest within five working days (Werktag), so that CNT can arrange follow-up work. A failure to report does not prevent the commencement of service and remuneration if CNT demonstrates that the service has actually been provided at the agreed service demarcation point.
- (6) The Customer connects legally compliant terminal equipment in a technically proper manner using suitable interfaces and cables. Section 37 and the agreed allocation of responsibilities for configuration, maintenance, and replacement apply to equipment from CNT. Statutory rights to choose terminal equipment remain unaffected.
- (7) If in-house cabling that the Customer is required to provide is missing, the Customer notifies CNT of the planned provision within one week after a specific request. It must generally be installed within one month after the request, unless the work involved requires a longer reasonable period. The same applies to rights to use land or buildings that the Customer is required to provide. CNT points out the consequences of delay and is not required to perform the portion of the service dependent on the missing prerequisite until that prerequisite has been met.
- (8) A Network Service is provided ready for use as soon as CNT makes the complete, functioning service available at the agreed service demarcation point and informs the Customer. If, after that point, only Customer-side terminal equipment, cabling downstream of the service demarcation point that CNT is not required to provide, or their configuration is missing, recurring remuneration nevertheless begins. Section 4 governs the commencement of the minimum term and remuneration.
- (9) If a failure to provide Customer cooperation prevents completion at the service demarcation point, CNT may, subject to the statutory requirements, claim reimbursement of necessary, unavoidable upstream service and provisioning costs and compensation for further proven loss. In the event of default in acceptance of services under service contracts, Section 615 BGB applies, including the deduction of saved expenses and earnings from other activities; Section 642 BGB applies to work performed under contracts for work. The compensation takes account of the duration of the impediment, committed capacities, agreed remuneration, saved expenses, and other use to be taken into account. Statutory claims for reimbursement or compensation do not require an additional order for the necessary measures.
- (10) If material cooperation continues to be lacking, CNT may set a reasonable additional period accompanied by a warning of termination and terminate the affected order under Section 314 or Section 643 BGB, as applicable, if that period expires without the cooperation being provided; statutory provisions dispensing with the need to set a period remain unaffected. In the event of a breach of duty for which

the Customer is legally responsible, the Customer reimburses necessary wasted expenditure and compensates for further loss in accordance with statutory rules. Section 10(6) through (8) applies to a failure to fulfill binding purchase commitments.

33 Bandwidth, Redundancy, and Changes of Site

- (1) Speeds and quality characteristics are set out in the order and the service description. CNT provides the information required by law, in particular on the minimum, normally available, maximum, and advertised speeds of fixed-network Internet access.
- (2) If CNT cannot provide or maintain an agreed bandwidth on an ongoing basis, it informs the Customer and may offer a specifically identified alternative. A lower bandwidth becomes the contractually agreed service only by agreement.
- (3) Redundancy and backup services comprise the agreed alternative routes, components, and switchover procedures with the resilience specified in the service description and the material dependencies identified there. A second line does not establish complete physical separation of all transmission routes without a corresponding commitment.
- (4) For directional radio, the Customer notifies CNT of material changes within its sphere of influence that may impair the radio link or antenna sites. Remediation, adjustment, and termination in the event of permanent disruptions are governed by the order, Section 5, and the statutory requirements.
- (5) Upgrades, downgrades, and plan changes require a technical review and an order on the agreed terms. CNT may make the change conditional on a one-time change fee and a new minimum term; the new minimum term is specifically identified in the change offer and expressly agreed in the change order. The existing order continues to apply until the change becomes effective.
- (6) Changes of site are carried out subject to technical availability at the agreed relocation and installation charges. CNT may make the new connection activation conditional on a new minimum term expressly agreed under paragraph (5), to the extent that this does not conflict with mandatory relocation rights, in particular under Section 60 TKG.
- (7) If CNT cannot provide a site-specific connection at the new site, CNT may offer early termination of the contract by mutual agreement on the following terms. Termination by mutual agreement requires an agreement in text form on the termination date and the early termination settlement payment calculated under this paragraph. The early termination settlement payment is 50 percent of the monthly basic charges still owed from early termination until the earliest possible end of the contract, taking account of statutory and agreed termination and reduction rights. Partial months are calculated on a daily basis. The Customer may demonstrate that CNT suffers no economic detriment or a smaller economic detriment. Additional compensation under Section 10(6) through (8) is excluded for the same detriment. The Customer may independently exercise statutory and agreed rights to terminate without an early termination settlement payment.

34 IP Addresses and Address Spaces

- (1) CNT assigns agreed public IP addresses or address ranges for use with the service ordered. The service description specifies the address family, scope, static or dynamic assignment, and, where applicable, routing and reverse DNS. The terms and conditions of the competent address allocation body incorporated into the contract for the relevant address assignment also apply.
- (2) Provider-dependent addresses and prefixes are made available for the duration of the contract. Their portability or the transfer of address spaces from a previous provider requires an express agreement. The Customer's own provider-independent address spaces and their routing are agreed separately.
- (3) When the contract ends, the Customer ceases using the provider-dependent addresses made available by CNT and removes routes and configurations in accordance with the agreed transition terms.

Technically necessary renumbering during the term is governed by Section 5; separate Customer-specific migration work is ordered under Section 3.

D Supplementary Services

35 Services

- (1) CNT provides services ordered under Section 3, for example Consulting, Customizing, Project Management, On-site Service, DECT Service, Training, and Admin Service. Further consulting, support, configuration, integration, development, and project services may be agreed. The order and incorporated service descriptions specify the scope of services, remuneration, cooperation, dates, and allocation of tasks, including the services of the Customer and third parties separately engaged by the Customer.
- (2) For consulting, coordination, and Training, CNT is required to perform the activities in a professionally competent manner, without owing any particular economic outcome or individual learning outcome. If a particular work result is owed, the provisions on work services subject to the German law on contracts for work (Werkvertragsrecht) and their acceptance (Abnahme) under paragraph (8) apply.
- (3) The Customer provides necessary subject-matter specifications, approvals, access opportunities, contact persons, and technical prerequisites that it is required to provide in a timely manner. Additional software functions and ongoing operational management are owed only to the extent agreed. Section 6(6) and (7) applies to diagnosis and support; paragraphs (9) and (10) apply to travel expenses and a failure to provide cooperation.
- (4) The order and service description specify the scope and documentation of DECT Service. Material subsequent changes to buildings, furnishings, or sources of interference may require a new review. Additional work is remunerated once ordered.
- (5) The Customer ensures the agreed technical prerequisites and the necessary prior knowledge of Training participants. Examinations, certifications, and recertifications are governed by the incorporated description of the Training. Materials may be used internally to the extent agreed; further exploitation and recordings require CNT's consent, with due regard for the rights of participants and third parties. The agreed prices and terms, as well as statutory claims for remuneration and compensation, apply to rebooking and cancellation.
- (6) CNT may implement requests for additional or modified functions (Feature Requests) as part of general product development or ordered services. Recording or reviewing such requests does not oblige CNT to implement them or to meet a provision date unless there is a binding agreement to that effect.
- (7) Making functions available to other Customers does not in itself give rise to a claim for reimbursement or reduction of agreed development remuneration.
- (8) CNT provides the work in a condition suitable for acceptance and the agreed review documents, and sets the Customer a reasonable acceptance period, generally 14 calendar days; the scope and complexity may require a longer period. Minor defects do not entitle the Customer to refuse acceptance. Section 640(2) BGB applies to deemed acceptance. Express acceptance or unequivocal acceptance by conduct remains possible, in particular through productive use for the intended purpose after a reasonable opportunity to review; mere test or emergency operation does not suffice.
- (9) In addition to remuneration for the services, the Customer bears necessary, reasonable travel costs, subsistence expenses, and outlays for ordered off-site appointments, unless included, at the agreed rates and on the agreed calculation bases; otherwise, necessary third-party costs are charged at their actual amount. Travel time is remunerated in accordance with the incorporated pricing provision. No further order is required within agreed service and cost limits. Time-based services are billed at the agreed hourly or daily rates and

billing units, or otherwise at the customary remuneration owed by law. CNT may bill time-based remuneration and outlays immediately after each assignment or in stages, in particular weekly or monthly, subject to the statutory requirements for substantiation and for amounts to become due and payable.

- (10) Delays in cooperation for which the Customer is legally responsible postpone affected dates by the delay caused and a reasonable restart period. The Customer reimburses necessary additional expenditure at the agreed rates and subject to the statutory requirements. Rights under Sections 642 and 643 BGB are reserved; Section 3 applies to additionally requested services.
- (11) Unless there is another payment schedule, CNT may request an advance payment of up to 20 percent of the project remuneration for work services after the order has been placed, limited to the reasonable prefinancing requirement stated in the order for specifically identified necessary third-party procurement or project-related preparation before the next partial payment. The advance payment is credited in full; overpayments no longer owed after the contract ends are refunded. Upon delivery in accordance with the contract of the result in a condition suitable for acceptance, a total of up to 80 percent of the project remuneration is payable, with previous payments credited, and the remainder is payable after acceptance. Progress payments exceeding the advance payment to which CNT is entitled are subject to the statutory requirements and rights of retention. Partial claims become due and payable upon receipt of the invoice, but no earlier than when these requirements have been met. Section 8 also applies; Section 8(5) and (9) applies to default.

36 Recording Studio Productions

- (1) CNT provides separately ordered custom announcements, voice recordings, music adaptations, and other recording studio productions. The order specifies the scope of services, language versions, production requirements, purpose and scope of use, remuneration, and dates.
- (2) The Customer provides its own texts, trademarks, music, and other materials in a timely manner with the rights required for the ordered use. It obtains additional rights for uses outside the agreed scope of rights. CNT obtains the promised rights of use for the components it supplies. The order and incorporated service documents specify the territory of use, duration of use, modifications, and further use outside CNT services. Remuneration payable separately by the Customer to rights holders or collecting societies for the agreed use is identified in the incorporated pricing or service documents before the order is placed.
- (3) The Customer reviews the texts and production requirements submitted for approval as agreed and communicates changes and pronouncement instructions in a timely manner. Changes ordered after approval are remunerated at the agreed hourly or daily rates, unless they serve to fulfill CNT's existing obligations to perform services or remedy defects. Section 3 applies to services not covered by the pricing agreement.
- (4) CNT provides finished audio files in the agreed formats; raw recordings, separate audio tracks, or editable production files are provided only if agreed accordingly. Section 35(8) and (11) applies to acceptance (Abnahme), partial payments, and when payments become due and payable; Section 8(5) and (9) applies to default. Prior approval of texts and production requirements does not replace acceptance.

37 Hardware Deliveries, Equipment Rental, and Return

- (1) The order specifies the purchase, rental, or other provision for use of equipment and accessories. Standard packaging is included in the price of purchased equipment unless otherwise agreed. Special packaging, shipping, and requested on-site services are charged in accordance with the incorporated rate schedule or agreed calculation basis; if no amount has been agreed, actual reasonable third-party costs apply to necessary special packaging and requested shipping.

- (2) Section 447 BGB governs the transfer of risk in sales involving shipment between parties acting in a commercial or self-employed professional capacity. Partial deliveries and partial performance are permitted to the extent that they are independently usable, reasonable taking account of the project schedule, and do not entail unreasonable additional costs.
- (3) Purchased goods remain CNT's property until all present and future claims of CNT arising from the business relationship have been satisfied in full; claims of other companies are not secured. Subsequent claims do not reverse a transfer of title that has already occurred. Pledging and transfer of title as security are prohibited before title has passed. Separately permitted resale is governed by paragraphs (13) through (15); special agreements take precedence.
- (4) Equipment and technical accessories rented or otherwise temporarily provided for use remain the property of CNT or the owner identified in the order, including in the case of self-installation. CNT performs the agreed maintenance and any replacement it is required to provide. The Customer adequately protects the equipment and makes interventions only to the extent agreed. Statutory rights relating to permanently installed components and land remain unaffected.
- (5) CNT may replace equipment provided for use for an objective technical or operational reason if the replacement equipment meets the agreed functions and quality characteristics, is compatible with the agreed operating environment, and the replacement, including the migration effort, is reasonable. CNT bears the costs, including necessary migration work to maintain the agreed usability, unless the Customer is legally responsible for the reason for replacement. The Customer enables the replacement after reasonable advance notice; the agreed contract term continues to apply.
- (6) After the period of use ends, the Customer returns movable equipment at its own expense to CNT or the designated logistics partner within two weeks, unless collection has been otherwise agreed. Necessary dismantling is coordinated separately. Before returning the equipment, the Customer removes its own data to the extent possible; CNT handles remaining data in accordance with the agreed data protection and deletion rules. Tacit extension of the equipment rental through continued use under Section 545 BGB is excluded.
- (7) The purchase price of separately priced goods becomes due and payable upon receipt of the invoice, but no earlier than after delivery. By way of exception, later payment dates specified in the order or invoice apply. Section 8(9) governs the method of payment. Special payment and acceptance schedules for overall projects take precedence. Section 8(5) and (9) applies to default; Section 8(6) applies to setoff and rights of retention.
- (8) In the event of default in acceptance, the Customer bears the risk under Section 446 BGB and reimburses CNT for necessary additional expenses under Section 304 BGB, in particular reasonable storage and redelivery costs. Further claims arising from breaches of duty for which the Customer is legally responsible are reserved; the same costs are reimbursed only once.
- (9) For transactions that are commercial transactions for both parties, the duties to inspect and notify defects under Section 377 of the German Commercial Code (Handelsgesetzbuch, HGB) apply.
- (10) If purchased equipment has defects, the Customer describes the defect as specifically as can reasonably be expected, provides available delivery, equipment, and error information, and enables CNT to inspect and effect cure by making the goods available. CNT may initially, at its option, remedy the defect or deliver replacement goods conforming to the contract; it takes account of the Customer's legitimate interests, in particular the nature and significance of the defect, the intended use, and the time involved. If the chosen method of cure is unreasonable, the Customer may require the other method; statutory rights to refuse remain in effect. Rescission, reduction of price, and damages are governed by law, including necessary periods for cure and the circumstances in which they may be dispensed with.

- (11) The Customer coordinates the shipping method and return address with CNT and uses suitable protective packaging. Original packaging or a return authorization number is not a prerequisite for statutory rights in respect of defects. CNT bears the costs of cure that it is legally required to bear; in the case of a replacement delivery, the Customer makes the replaced goods available for return at CNT's expense. Before handing them over, the Customer backs up its own data and removes unnecessary confidential content and access credentials, to the extent technically possible and compatible with examination of the fault. Necessary diagnostic access is coordinated. Section 6(6) and (7) applies to additionally ordered examinations outside the scope of the cure owed and to statutory claims for reimbursement or compensation.
 - (12) Manufacturer guarantees apply in accordance with their terms in addition to statutory rights in respect of defects against CNT. CNT provides a guarantee of its own only expressly; the return of purchased goods that are free from defects and conform to the contract requires an agreement. Section 12 governs limitation periods for claims in respect of defects and liability.
 - (13) Customers separately authorized to resell may resell goods subject to retention of title in the ordinary course of business. To secure the claims under paragraph (3), they hereby assign to CNT in advance the resulting receivables against their purchasers up to the invoice amount of the respective goods subject to retention of title, including VAT; CNT accepts the assignment. In the case of a combined sale with other goods or services, the assignment covers only the portion attributable to CNT goods, up to this maximum amount. The Customer notifies CNT of prior assignments or impediments to assignment before resale; resale then requires another security agreement, satisfaction of all existing secured claims, or CNT's approval of the resale.
 - (14) The Customer remains authorized to collect assigned receivables. CNT may revoke this authorization and disclose the assignment if the Customer is in default on a secured claim that is due and payable and a reasonable payment period has expired without payment following a corresponding warning; statutory provisions dispensing with such periods remain unaffected. The Customer then provides the required information, hands over necessary documents, and, upon request, informs its purchaser of the assignment. CNT realizes the security only to the extent of existing, due and payable, and enforceable secured claims, crediting payments received. Mandatory insolvency law remains unaffected.
 - (15) The Customer reports attachments and other third-party actions against goods subject to retention of title or assigned receivables without undue delay and draws attention to CNT's rights; the Customer reimburses legal defense costs only where required by law. CNT releases security of its choosing arising from retention of title and assignment in advance to the extent that its aggregate realizable value, including further security for the same claims, exceeds the outstanding secured claims by more than ten percent. Upon full satisfaction of all existing secured claims, title to the goods subject to retention of title and the remaining assigned receivables pass to the Customer. CNT may demand the return of goods subject to retention of title only subject to the statutory requirements, in particular Section 449(2) BGB.
- risdiction. Other places of jurisdiction permitted by law remain unaffected. The place of performance for technical services is determined by the agreed service demarcation points and the order.
- (3) Individual agreements take precedence even if they do not comply with the form prescribed in these GTC.

E Final Provisions

38 Governing Law, Jurisdiction, and Final Provisions

- (1) The law of the Federal Republic of Germany applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (2) Karlsruhe is the place of jurisdiction for merchants within the meaning of the German Commercial Code, legal entities under public law, and special funds under public law, subject to exclusive statutory ju-