

General Terms and Conditions Developer Garden.



1 Parties to the agreement

The agreement is concluded between Deutsche Telekom AG (hereinafter referred to as Deutsche Telekom), Friedrich-Ebert-Allee 140, 53113 Bonn, Germany, (registered with Bonn District Court HRB 6794) and the customer, who is an entrepreneur according to the definition in § 14 of the German Civil Code (BGB).

2 Subject matter of the agreement

2.1 The subject matter of this agreement is specified in these General Terms and Conditions, the Apache License 2.0 and the Service Specifications, Price Lists and any additional conditions that apply to those services, which are part of this agreement. They govern service provision as well as the provision of Deutsche Telekom software development kits.

Subject to technical and operational feasibility, Deutsche Telekom shall provide the following Developer Garden services:

- Provision of the Deutsche Telekom Developer Portal
- Provision of services for incorporation into customer applications
- Free-of-charge provision of software development kits to incorporate services into customer applications
- Free-of-charge provision of Beta software versions (lab APIs) that are operated in test environments and the service scope of which may be changed at any time. Availability cannot be guaranteed for lab APIs.

These services shall be provided in connection with the German Telecommunications Act (Telekommunikationsgesetz - TKG).

2.2 An Internet connection is required in order to use Developer Garden. This is not part of this agreement.

3 Establishment of the agreement

This agreement shall commence once the customer has registered and Deutsche Telekom has provided the services.

4 Rights of use

4.1 Software development kits

Deutsche Telekom shall grant the user the non-exclusive, transferable right free-of-charge to use the software development kits for the purpose of incorporation into the user's own applications, to modify said kits and to pass these on in the original or modified version free-of-charge to third parties.

All software development kits and the libraries integrated into them are subject to the Apache License 2.0 license terms and conditions. The Apache License 2.0 license text is included in the software development kit as a text file in English.

4.2 Services

The customer shall have the right to provide services to third parties in his own name and to invoice these services. However, the customer shall bear sole responsibility vis-à-vis Deutsche Telekom for proper and appropriate use of said services. The customer shall pay any charges incurred by third parties who use these services with his consent.

5 Duties and obligations of the customer

In particular, the customer shall have the following obligations:

- a) For any direct debit not honored or returned, the customer shall reimburse Deutsche Telekom for the costs incurred to the extent that the customer was responsible for the event giving rise to the costs.
- b) The customer shall not make improper use of the services, in particular:
 - The customer shall not send any legally prohibited and unsolicited information, material or other services, including unrequested and uninvited advertising by e-mail, fax, telephone or SMS, or illegal dialer programs
 - The customer shall not establish unlawful contact using telecommunications (§ 238 of the German Penal Code (Strafgesetzbuch - StGB))
 - The customer shall not transmit or post on the Internet any information that is illegal or in violation of accepted moral standards, nor may reference to such information be made. This shall include, in particular, information that, as defined in §§ 130, 130a and 131 of the German Penal Code (Strafgesetzbuch - StGB), incites hatred and violence against

segments of the population, induces the commission of criminal offenses or glorifies or trivializes violence, is sexually offensive, is pornographic within the meaning of § 184 StGB, is apt to seriously endanger the moral welfare of children or juveniles or to affect their general welfare, or that could damage the reputation of Deutsche Telekom; The provisions of the Agreement of the German Federal States regarding the Protection of Human Dignity and Juveniles in Radio and Televised Media (Jugendmedienstaatsvertrag - JMStv) and the Juvenile Protection Act (Jugendschutzgesetz) shall be complied with.

- The customer shall ensure that the use of individual functions and, in particular, the creation or sending of messages does not cause any disruption to Deutsche Telekom, other providers or any other third parties
 - The customer shall not establish calls that result in payments or other considerations from third parties to the customer
 - The customer shall observe national and international copyrights, trademark, patent, and name and labeling rights, as well as other industrial and personal rights of third parties
- c) Platform components and the Deutsche Telekom network may not be overloaded due to excessive use. In particular, the customer shall take the appropriate measures in its software application to prevent excessive use of the platform, e.g., by using automatic identification programs (bots, spiders) or unchecked data entries (e.g., empty or invalid input parameters).
 - d) Personal access data (e.g., user ID, password) may not be provided to third parties and must be kept in a location that is protected against third party access. The data should be changed upon first-time use of the service and then at regular intervals for security reasons. If there is reason to suspect that the access data has been disclosed to unauthorized persons, the customer must change this data immediately. Such data may only be stored on electronic storage media (e.g., PC, USB memory stick or CD-ROM) in encrypted form.
 - e) Should any personal data be collected, processed or used by the customer in connection with the use of Developer Garden services and a statutory requirement to obtain consent does not apply, the necessary consent of the parties involved must be obtained. The customer shall be responsible for complying with the applicable requirements under data protection legislation when using these services.
 - f) The "Supplementary Terms and Conditions on Commissioned Data Processing" shall apply in the case of commissioned data processing. The customer shall sign the "Supplementary Terms and Conditions on Commissioned Data Processing" without making changes and return it to Deutsche Telekom in duplicate. The customer shall receive a copy signed by Deutsche Telekom in return. The agreement on commissioned data processing shall enter into force with the receipt of the signed "Supplementary Terms and Conditions on Commissioned Data Processing."
 - g) Deutsche Telekom and its agents shall be indemnified against all claims by third parties that are based on the illegal use of Developer Garden and the services connected with Developer Garden by the customer or with his consent, or which arise, in particular, from litigation involving data protection, copyright, or other laws in conjunction with the use of Developer Garden. If the customer realizes or can be expected to realize that a violation of this type is about to occur, he shall be obligated to notify Deutsche Telekom without undue delay.
 - h) Depending on the applicable agreement, customers using specific services provided by third parties shall be obliged to integrate the branding of these parties in the Internet portals in which the service is integrated or result records are offered. Deutsche Telekom shall provide the contractual partner with the relevant templates for branding.
 - i) Should Deutsche Telekom provide call numbers outside Germany for the customer, the regulations specified by the relevant responsible international regulatory authorities for the provision and use of call numbers shall be recognized.
 - j) When using the Developer Garden services to establish phone calls, the customer shall program his applications so that the automated establishment of calls does not incur any costs (e.g.,

collect calls). Where the customer is responsible for failing to meet this obligation and Deutsche Telekom incurs costs as a result, the customer shall reimburse these costs to Deutsche Telekom.

6 Use in violation of the agreement

Deutsche Telekom reserves the right to block access to Developer Garden should the customer initiate an illegal violation against any of the essential obligations set forth in this agreement. Access shall be restored only if the violation of the essential obligation concerned has been permanently rectified or the danger of repeated violation has been ruled out by submitting to Deutsche Telekom an appropriate declaration with penalty clause stating that such violation will no longer occur.

Should violation by the customer affect the rights of third parties, Deutsche Telekom shall be entitled to hand over the required customer data to the third party affected in order to protect its interests.

7 Credit account

7.1 The customer can top up individual credit accounts provided by Deutsche Telekom by prepaying a specified amount. Credit shall be booked immediately after topping-up.

7.2 If using a credit card to top up, the customer accepts that the amount specified will be billed by the credit card company indicated by the customer. The customer's credit card shall be charged once the specified amount has been topped up.

7.3 The customer can top up up to a maximum of EUR 250 using the procedure provided by Deutsche Telekom (Items 7.1 and 7.2) at any time.

The customer can use any credit during the duration of this agreement by using the Developer Garden services subject to a charge.

7.4 If the customer has no credit left, the services shall not be provided. The services shall be available for use again within approx. 24 hours of the customer topping up so that their account is in credit.

8 Terms of payment

8.1 Charges to be paid for the use of the services shall be billed in accordance with the payment method chosen by the customer. Services with usage-dependent charges shall be billed via a credit account which is to be topped up in advance.

8.2 Starting on the day on which the service is initially provided ready for operation, monthly charges shall be payable for the rest of the month.

8.3 Other charges, particularly usage-dependent charges, shall be payable upon service provision and shall be debited from the customer's credit account. Direct topping up services shall be due upon the successful completion of the recharging operation. Payment shall be made by credit card.

8.4 The customer may only offset undisputed or legally enforceable claims. The customer shall be entitled to assert a right of retention only for counterclaims arising from this agreement.

8.5 If the monthly charge cannot be posted due to reasons that Deutsche Telekom has no influence over, this shall be noted and an attempt shall be made to include the amount due in the next settlement. If this attempt is also unsuccessful, the account shall be deactivated. In this case, the customer shall only have limited access to the services affected. The customer shall also be informed of the default in payment by means of a message and shall be provided with the opportunity to correct his payment method or terminate the agreement in Developer Garden.

9 Changes to the General Terms and Conditions, Service Specifications and Prices

9.1 If there is any price regulation, Deutsche Telekom shall be obligated to agree only those prices or price-relevant elements of the General Terms and Conditions and Service Specifications that the Federal Network Agency (Bundesnetzagentur) has approved, reviewed or decreed by way of order. Agreements containing other prices or price-relevant elements shall be effective provided that the approved, reviewed or decreed price or price-relevant element replaces the agreed price or price-relevant element. Deutsche Telekom shall notify the customer in writing about any such changes.

In the case of price increases or other changes to the customer's disadvantage, the customer shall have the right to terminate the agreement with effect from the time the change enters into force. Deutsche Telekom shall make specific reference to this special termination right in the change notification. Notice of termination must be received within six weeks after receipt of the notification.

9.2 If Deutsche Telekom intends to make any other changes to its General Terms and Conditions, Service Specifications or Prices, the

customer shall be notified in writing no later than six weeks prior to the effective date of the changes. Any change made to the General Terms and Conditions or Service Specifications and any increase to charges shall entitle the customer to terminate the agreement without notice, effective from the time the change enters into force. Deutsche Telekom shall make specific reference to this special termination right in the change notification.

If the customer does not terminate the agreement in writing within six weeks after receipt of the change notification, the changes shall become part of the agreement effective from the time they enter into force.

10 Default

10.1 Deutsche Telekom shall have the right to block access to the customer's activated services if the customer defaults in his payments. If the customer fails to pay the outstanding amount by the specified deadline, despite a second request for payment, Deutsche Telekom may terminate the agreement without notice.

10.2 Deutsche Telekom reserves the right to assert any other claims arising from a default in payment.

11 Warranty for software development kits and the Sandbox

Deutsche Telekom and/or its license provider shall not be liable for functionality, particularly for any errors in the software development kits or whether or not these are appropriate for particular purposes or objectives, meet individual demands or function seamlessly without glitches.

Neither Deutsche Telekom nor its license provider guarantee that the software installation will be compatible with the customer's operating system or that it will not cause damage to said operating system. Should the user experience data loss upon using the software, Deutsche Telekom shall only be liable for any resulting damages to the extent that the user has backed up his data in an appropriate form and at suitable intervals or at least once a day so that these can be recovered with a reasonable amount of effort.

Deutsche Telekom shall only be liable for damage to materials and defects of title in the case of fraudulent concealment. The provisions set forth in Item 12 shall apply to any claims for damages.

12 Liability

12.1 Telecommunications services

Deutsche Telekom shall be liable in accordance with the provisions set forth in the German Telecommunications Act (Telekommunikationsgesetz – TKG) for any damage caused by the use of telecommunications services provided for the public.

12.2 Software development kits and the Sandbox

Deutsche Telekom shall fully be liable for all damage caused by and attributable to use of the software development kit and the Sandbox in the case of intent and gross negligence as well as a result of any missing features that were guaranteed as part of the service. In the event of negligence, Deutsche Telekom shall be fully liable in the case of injury to life, limb or health.

Liability shall otherwise be excluded, although liability in accordance with the Product Liability Act (Produkthaftungsgesetz) shall not be affected hereby.

12.3 Other services

Deutsche Telekom shall be fully liable in cases of intent, gross negligence or the lack of a guaranteed feature.

In the event of slight negligence, Deutsche Telekom shall be fully liable in the case of injury to life, limb or health. If, as a result of slight negligence, Deutsche Telekom fails to perform its service on time, if it has become impossible to perform the service, or if Deutsche Telekom has failed to comply with an essential obligation, liability for any damage to property or pecuniary damage caused thereby shall be limited to foreseeable damage that is typical for the agreement. This shall also apply to lost profit and non-materialized savings. An essential obligation shall be an obligation whose fulfillment is a prerequisite for the proper performance of the agreement, the infringement of which jeopardizes the achievement of the purpose of the agreement, and upon whose compliance the customer can normally rely. Liability for any less direct consequential damages due to defects shall be excluded.

In the event of a loss of data, Deutsche Telekom shall be liable only for the necessary cost of recovering the data in cases where the customer has properly backed up the data. In the event of slight negligence on the part of Deutsche Telekom, this liability shall apply only if the customer properly backed up the data on a daily basis.

12.4 The limitation of liability contained in these terms and conditions shall not be applicable to claims under the Product Liability Act (Produkthaftungsgesetz).

13 Force majeure

- 13.1 Deutsche Telekom shall not assume liability for occurrences of force majeure that significantly aggravate the provision of services or temporarily hamper or render impossible the due implementation of the agreement by Deutsche Telekom. Force majeure shall be deemed to include all circumstances that are independent of the intention and influence of the parties, such as natural disasters, governmental measures, decisions by authorities, blockades, war and other military conflicts, mobilization, internal unrest, terrorist attacks, strikes, lockouts and other work-related unrest, confiscation, embargoes or other circumstances that are unpredictable, serious and not attributable to the parties and that occur following the conclusion of this agreement.
- 13.2 If one of the parties is prevented from fulfilling their contractual obligations due to force majeure, this shall not be considered to be a violation of the agreement and the periods set out in the framework agreement, the Service Specifications or on the basis of this framework agreement shall be extended accordingly, depending on the duration of the impediment. The same shall apply if Deutsche Telekom depends on the service of a third party and this service is delayed as a result of force majeure.

14 Term of agreement and termination

- 14.1 The agreement for Developer Garden and individual services may be terminated by either party with effect from the end of any weekday. For any termination to be effective, Deutsche Telekom or the customer must be notified in writing or by e-mail of said termination at least six working days prior to the date of termination. The customer should send a notice of termination via e-mail to the following address: info@developergarden.com. Saturdays are not deemed to be weekdays.
- 14.2 The customer can also order or cancel individual services electronically by selecting them using the command button specified for that service in Developer Garden. The service will then be released or canceled as quickly as possible. The customer will be sent an e-mail confirming that the service has been released or canceled.
- 14.3 For call numbers commissioned as part of the Telekom Tropo API service which are canceled by the customer before the end of three months after provision ready for operation for reasons not attributable to Deutsche Telekom, the customer shall pay the full monthly price for the first three months.
- 14.4 Customers with access to free services through the Sandbox may use these services until such time as Deutsche Telekom cancels them. Deutsche Telekom shall have the right to cancel assigned rights of use at any time without reason. Deutsche Telekom shall deactivate access once a service has been canceled.
- 14.5 The right to termination for good cause without notice shall not be affected. In particular, Deutsche Telekom considers good cause to exist if the customer substantially infringes upon the obligations specified herein.
- 14.6 The contractual relationship regarding individual services shall also be terminated upon termination of an agreement for Developer Garden. Any data saved by the customer shall be deleted once termination has become effective.
- 14.7 After termination of the contractual relationship the customer shall be entitled to claim reimbursement of the residual credit it has posted. Any credit provided by Deutsche Telekom free of charge (e.g., free credit) shall not be reimbursed to the customer.

15 Data protection

- 15.1 The parties to this agreement shall ensure compliance with all relevant provisions on data protection within their respective areas of responsibility. The customer shall ensure that all criteria necessary for the provision of services by Deutsche Telekom, e.g., declarations of consent, are fulfilled. Telekom shall observe data secrecy in accordance with § 5 of the German Federal Data Protection Act (Bundesdatenschutzgesetz - BDSG) and telecommunications secrecy in accordance with § 88 TKG when processing data and shall obligate its employees to do the same. Telekom shall ensure compliance with the appropriate technical and organizational measures in accordance with § 9 BDSG and the Annex to § 9 BDSG.

- 15.2 In so far as necessary for the performance of the agreement, Deutsche Telekom shall collect, process and use personal data on the basis of §§ 91 et seq. TKG within the scope of the TKG.
- 15.3 In the case of commissioned processing of personal data, Deutsche Telekom shall only collect, process, use or access personal data within the bounds of the concluded agreement and according to the customer's instructions. The "Supplementary Terms and Conditions on Commissioned Data Processing" shall apply in the case of commissioned data processing.
- 15.4 The customer shall in principle not be permitted to demand access to the premises of the Deutsche Telekom data center. This shall be without prejudice to the access rights of the customer's data protection officer in accordance with the "Supplementary Terms and Conditions on Commissioned Data Processing."
- 15.5 Deutsche Telekom shall no longer be entitled to use the data when this agreement is terminated. Deutsche Telekom shall then delete the data within thirty days. The data can be handed over to the customer in a common format on data media against reimbursement of the costs incurred.
- 15.6 Deutsche Telekom may provide the services through subcontractors in Germany or abroad, but must agree corresponding obligations with the subcontractor in accordance with the provisions in Items 15.1 to 15.2. This shall be without prejudice to Item 15.3.
- 15.7 Deutsche Telekom shall ensure a sufficient level of data protection when working with subcontractors outside of the European Economic Area.

16 Other provisions

- 16.1 The contractual relations shall be governed by German law.
- 16.2 If the customer, in turn, uses the contractually agreed services to provide telecommunications services for the public, Deutsche Telekom shall assume liability with respect to these providers in accordance with the general legislation subject to the proviso that the liability for financial loss caused through negligence shall be limited to EUR 12,500 for each of the other provider's end customers who have suffered damage. In this case, the sum of all claims for damages shall be no more than EUR 10 million for each damage-causing event pursuant to § 44a TKG. If the sum of the individual claims for damages exceeds the upper limit, the compensation shall be reduced in proportion to the ratio between the total claims for damages and the upper limit.
- 16.3 The customer shall not be entitled to transfer the rights and obligations under this agreement to a third party without the prior written consent of Deutsche Telekom.
- 16.4 A generally accessible, complete and valid price list can be viewed on the Internet at www.telekom.de/agb.
- 16.5 If the customer intends to initiate arbitration proceedings with the Federal Network Agency (Bundesnetzagentur) in the event of a dispute with Deutsche Telekom concerning any of the cases specified in § 47a TKG, he must file an application to this effect with the Federal Network Agency in Bonn.
- 16.6 Deutsche Telekom shall be entitled to provide the services by subcontracting work to third parties (subcontractors). Deutsche Telekom shall be liable for any services provided by subcontractors to the same extent that it is liable for its own actions.

17 Special notice regarding the use of lab APIs

Developer Garden offers "lab APIs", which can be used free of charge. These APIs are different from the commercial APIs due to their experimental nature. From a technical perspective, the lab APIs are hosted in laboratory or testing environments of Deutsche Telekom for which no availability is guaranteed by Developer Garden. Developer Garden reserves the right to stop the operation of the lab APIs at any time in order to make changes to the scope of service or to deactivate them altogether.

Other lab API-specific provisions shall be governed by the relevant service specifications (e.g., the "Voice Record Lab API Service Specifications"). These must also be observed by the developer. If a developer offers a service he has developed on the basis of the Lab APIs to third parties, the developer must unambiguously refer his users to the provisions described above.