Cooperation Contract

for App Development Partners

in order to market apps

in the innovaphone App Store

between

innovaphone AG

Umberto-Nobile-Str. 15
71063 Sindelfingen

– hereinafter referred to as "*innovaphone*" –

and

Name App development partner

Street

Zip Code City

– hereinafter referred to as "*Development Partner*"–

– together hereinafter referred to as "*Parties*" and/or "*Contracting Parties*" –

Preamble

innovaphone develops and manufactures IP telephony systems, Unified Communications solutions and other future-oriented communication technology and products. innovaphone also operates an App Store on the "myApps" platform, via which innovaphone can offer its own software applications (hereinafter uniformly referred to as: "**Apps**") as well as apps from Development Partners (app providers) and makes them available for download (app housing). innovaphone thus enables Development Partners to market their apps via innovaphone's "App Store". The conclusion of app contracts and the performance of such contracts with customers (e.g. free use, purchase or rental of apps) is generally carried out directly by the Development Partner; the Development Partner becomes the app provider and thus also the customer's contractual partner.

Furthermore, innovaphone provides Development Partners with a software development kit (hereinafter referred to as: **SDK**) for the development of apps in connection with the "myApps" platform free of charge.

By entering into the following Cooperation Contract, the Parties intend to regulate the use of innovaphone's App Store (currently on the "myApps" platform) for marketing the Development Partner's apps as well as how the SDK is used.

NOW THEREFORE, the Parties agree on the following:

1. Conclusion of the Cooperation Contract

1.1. By transmitting the signed Cooperation Contract, the Development Partner submits an offer to conclude a cooperation contract. It is possible to send the signed contract by post (written form) or by e-signing. If innovaphone makes the Cooperation Contract available for electronic legal transactions (e.g. via a website/platform), the Development Partner submits its offer (legally binding declaration) electronically by clicking on the respective button.

1.2. The Development Partner is bound to its offer for 4 [four] weeks from the date innovaphone receives the signed Cooperation Contract.

1.3. innovaphone is not obliged to accept the offer. innovaphone shall inform the Development Partner in case of rejection.

1.4. The Cooperation Contract is concluded if and as soon as innovaphone countersigns the Cooperation Contract within the aforementioned period (written form or e-signing). innovaphone shall send the Development Partner a copy of the countersigned Cooperation Contract. When concluding the contract in electronic legal transactions (e.g. via a website or portal), the contract is concluded upon receipt of innovaphone's order acceptance (acceptance of the contract offer). Mere acknowledgement of having received the Cooperation Contract by e-mail does not constitute acceptance of the contract.

2. Subject Matter of the Contract

2.1. The subject matter of this Cooperation Contract is the free use of the innovaphone App Store by the Development Partner (app housing) to market its apps to customers (see Clause 4. below) and the free use of a software development kit for creating an app (currently: on the myApps platform) by the Development Partner (see Clause 3. below).

2.2. This Cooperation Contract does not establish any obligation for the Development Partner, as an app provider or software developer, to deliver apps. The Development Partner is free to stop the development of individual apps, to change the offer to use apps or to remove apps from the innovaphone App Store.

2.3. Within the scope of this cooperation, innovaphone is not obliged to include the Development Partner's apps in an App Store or to maintain or permanently operate the SDK (no obligation to perform).

2.4. The Development Partner is free to distribute its apps also via other App Stores and to make them available itself or via a third party – independent of innovaphone. innovaphone is in turn entitled to market and distribute apps of other development partners and/or its own Apps. The Development Partner shall not have any exclusivity rights.

3. Use of the Software Development Kit, Limitation of Liability

3.1. innovaphone provides Development Partners with an SDK to develop apps (currently available via the URL https://sdk.innovaphone.com/), which is free of charge. The SDK gives the Development Partner access to technical resources for creating an app in connection with innovaphone products or the innovaphone myApps work and communications platform. The details and technical requirements involved to allow the Development Partner to use the SDK are displayed to the Development Partner in the SDK.

3.2. innovaphone is entitled to restrict, otherwise modify or discontinue its service in connection with providing an SDK at any time (cf. also Clause 2.3.). In the event that innovaphone should intend to discontinue the SDK services, innovaphone will promptly inform the Development Partner and offer a technical possibility to continue using the development (application).

3.3. The Development Partner may use the SDK at its sole risk and without guarantee; in particular, it is the sole responsibility of the Development Partner to check if it is suitable for use in the app

development and this shall be done at its own expense. The Development Partner is solely responsible for damage to its IT systems, hardware and software.

3.4. **innovaphone assumes no liability for defects in quality or title or any other damage in connection with the SDK, in particular for SDK software and software components developed in-house and/or by third parties. The exclusion of liability/warranty does not apply if innovaphone has fraudulently concealed defects in quality or title. This limitation of liability also does not apply to damages resulting from injury to life, limb or health, for which innovaphone is liable without limitation. Product liability is not excluded either.**

3.5. When developing apps using the SDK, the Development Partner must take care to use the innovaphone myApps work and communications platform including the innovaphone PBX only in accordance with its designated purpose and to refrain from any action that could damage or impair the functionality of the innovaphone myApps work and communications platform including the innovaphone PBX as well as other software applications connected to it, software applications or communication and IT systems of third parties. The Development Partner is liable vis-à-vis innovaphone for all damage caused to software and/or software components and contents by using or accessing the SDK.

3.6 The SDK includes copyrighted software made available with the innovaphone SDK (currently available via URL https://sdk.innovaphone.com/), as amended. innovaphone grants the Development Partner a limited, worldwide, gratuitous, non-assignable, non-exclusive and non-sublicensable right to use the SDK (rights of use/licensing rights); this license is exclusively granted for developing software applications ("Apps") for the innovaphone myApps work and communications platform including the innovaphone PBX. Any other use of the SDK is prohibited, in particular use for developing applications for software applications of other platforms or to develop a different SDK.

3.7. The SDK or parts/components of the SDK may not be copied (other than for backup purposes), modified, adapted, transferred (e.g. by renting, leasing, lending or selling), decompiled, reverse engineered, disassembled for any purpose other than those set out in Clause 3.6; furthermore, no derivative works may be created outside of this (license) agreement.

3.8. The use, copying and distribution of the SDK or parts/components of the SDK licensed under an open source software license (e.g. BSD-licensed software without copyleft) are exclusively subject to the terms and conditions of the respective open source software license; the OSS usage/licensing rights to which the SDK software is subject are displayed to the development partner in the SDK. The Development Partner is obliged to ensure it is informed about the rights of use/licensing rights and to observe the applicable terms of use/license provisions (e.g. copyright notices). In the event that the terms of use/license provisions or license agreements of the third party OSS software contain an obligation to adopt the OSS terms of use/license provisions when using proprietary software developments, the Development Partner must place its app under the same OSS license.

3.9. When using the SDK in a country other than Germany or when the Development Partner is domiciled in a country other than Germany, the Development Partner is responsible for checking whether it is permissible under the laws of other countries to use the SDK, in particular according to the laws of the USA. innovaphone does not assume any responsibility for the legality of using the SDK, especially in connection with an export or import when using the SDK.

3.10. Notices of proprietary rights in the SDK or the components of the SDK (including copyright and trademark notices) may not be removed, obscured or modified.

3.11. If the Development Partner uses the SDK or parts/components of the SDK to run any of its software applications or software applications that were developed by a third party or which access data, contents or resources provided by a third party, innovaphone does not accept responsibility for these software applications, data, contents or resources of this third party. Thus, innovaphone is not liable for any loss or damage incurred by the Development Partner through the use of or access to applications, data, content or resources of these third-party providers.

3.12. When developing its apps using the SDK, the Development Partner must comply with the security precautions required for software applications according to the current state of the art and, in particular, must carry out suitable tests to this end before placing the apps on the market in order to avoid any damage and impairments to the innovaphone myApps work and communications

platform including the innovaphone PBX (e.g. caused by defective software or inadequate security patches). **The Development Partner is liable vis-à-vis innovaphone and third parties for all and any damage caused by its apps that result from a breach of the obligation to observe the security requirements according to the current state of the art for software applications.**

4. Use of the innovaphone App Store, Limitation of Liability

4.1 The Development Partner is entitled, as an app provider, to market apps in an innovaphone App Store (currently on the "myApps" work and communications platform) in compliance with the App Development Guide and in accordance with the provisions in this Cooperation Contract and subject to innovaphone's approval. This includes the embedding of apps in an innovaphone App Store, in which the apps of the development partner are displayed and can be downloaded ("App Housing").

4.2. A prerequisite for an app of the Development Partner to be included in an innovaphone App Store, in particular regarding security and quality assurance, is in principle that the Development Partner produces an app and/or has it produced in line with the respective current state-of-the-art for app developments and that the Development Partner observes and complies with the special requirements regarding the technical prerequisites of apps within the scope of the innovaphone myApps platform. In this context, the Development Partner must ensure, in particular before placing an app in the App Store, by means of suitable tests to check IT security and, if necessary, additional measures, that its app does not cause any damage to other apps on the platform (e.g. due to defective software). **The Development Partner is liable vis-à-vis innovaphone and third parties for any and all damage that it may cause as a result of access to the platform and/or placing apps a.) to the platform and to the App Store itself or b.) to further apps in the App Store.**

4.3. The current technical requirements for the apps that must be met by the Development Partner are specified in the respective standards as amended for app developments in the innovaphone App Store (hereinafter referred to as: **"App Development Guide"**). They are constantly adapted to the continuously changing technical requirements and software developments in connection with innovaphone products. The Development Partner can access the current App Development Guide in innovaphone's SDK.

4.4. Furthermore, the inclusion of any Development Partner apps in the innovaphone App Store requires that the Development Partner has checked that it is entitled to the necessary rights of use/licensing rights with regard to software components used by the Development Partner in its app and that the Development Partner does not violate the rights of third parties by using the software components. When using the SDK to create the app (innovaphone software), the Development Partner must also ensure that the terms of use/license provisions for innovaphone software and those of third parties/third-party manufacturers are observed (cf. also Clause

4.5. 3.6. to 3.8.).The inclusion of an app further requires that the app is legally unobjectionable. In this respect, the Development Partner assures that it will review and adhere to all applicable regulatory requirements, including all applicable laws, regulations and guidelines for the development and use of its apps (legal compliance). The Development Partner is, specifically, prohibited from placing the following apps on the innovaphone App Store:

- apps with contents that sexualize minors, including apps that support pedophilia or inappropriate interaction aimed at minors (e.g. grabbing, groping or stroking) or that are aimed at children despite having contents that are not suitable for minors. This includes, inter alia, apps that show excessive violence and bloodshed and apps that show or promote harmful or dangerous activities;
- apps that contain or advertise pornographic content or vulgar language, including contents and services that serve sexual gratification as well as those that advertise sexual acts against payment;

- apps that call for violence or hatred against individuals or groups due to their ethnic origin, religion, disability, age, nationality, veteran status, sexual orientation, gender, gender identity or similar characteristics associated with systematic discrimination or exclusion;
- apps containing educational, documentary, scientific or artistic Nazi-related content may be blocked in certain countries in accordance with the local laws and regulations;
- apps depicting or encouraging random violence or other dangerous activities or apps depicting fictional violence in connection with a game;
- apps with content about terrorist organizations and content that is associated with terrorism, including content calling for terrorist acts or violence or contents glorifying terrorist attacks.

4.6. The Development Partner shall apply for each app to be released and placed in the App Store in the form requested by innovaphone. innovaphone is entitled to also make the release of the respective app conditional on a self-declaration in which the Development Partner specifically confirms that it complies with the App Development Guide and the provisions (esp. the duties of the Development Partner) as per this Cooperation Contract. The Development Partner must provide all information on the apps in a truthful and complete manner.

4.7. Apps of the Development Partner will only be included in an innovaphone App Store once a release declaration has been issued by innovaphone. The declaration is made in text form or is implied once the app has been activated in the innovaphone App Store. innovaphone has the right to revoke the release (cf. Clause 4.9.).

4.8. innovaphone is not obliged to release and include apps of the Development Partner in the App Store and is entitled to reject and not release apps at any time without giving reasons (cf. also Clause 2.3.). This applies in particular if the Development Partner does not meet or does not completely meet the special requirements with regard to the features and technical prerequisites of apps or of the App Development Guide for Development Partners, if it violates the provisions in this Cooperation Contract or if the Development Partner does not submit a self-declaration or submits an incomplete self-declaration or if innovaphone does not want to include said app in the App Store for other reasons. This also entitles the Parties to terminate this Cooperation Contract without notice.

4.9. innovaphone is entitled to review an app that has already been released or to have it reviewed at any time, especially with regard to whether the app complies with the requirements under this Cooperation Contract. The Development Partner must make all information available to innovaphone that is required to review the app.

4.10. Furthermore, innovaphone may temporarily or permanently remove or block apps that have already been released from the innovaphone App Store. Details on app blocking are provided below in Clause 5.

4.11. innovaphone provides the Development Partner with a technical possibility to provide terms of use/licence provisions (e.g. EULA) for its apps and/or general terms and conditions (GTC) for the use and purchase of the apps for its customers as documents in the App Store. In this respect, innovaphone shall not be deemed to provide consulting services and innovaphone assumes no warranty for the legally effective inclusion of the terms of use/licence provisions and/or GTC in the respective contract on the use of the app (e.g. granting a permanent right of use/purchase or temporary right of use/rent) or the conclusion of an agreement with the customer. It is the Development Partner's own responsibility to verify this.

4.12. By making an App Store available, innovaphone does not become the provider of the apps or a party to contracts (e.g. app purchase contract) with the Development Partner's customers or with the app users who download the App. The Development Partner shall always make it clear to its customers that innovaphone only offers the App Store as a marketing platform (app housing). innovaphone shall, for its part, point out to the user via suitable means (e.g. via an advertisement/banner) that a certain app is a third-party app for which innovaphone is not responsible and, in doing so, shall identify the Development Partner as the customer's contractual partner and point of contact.

4.13. In its position as the app provider and contractual partner of the customer, the Development Partner is solely responsible for maintenance and support of the apps. The Development Partner

shall provide a means of contact and suitable customer support or availability during normal business hours.

4.14. **innovaphone does not assume any liability for defects in quality or title or any other damage caused by or in connection with placing Development Partner apps in the App Store or on the innovaphone work and communications platform or the PBX.** The exclusion of warranty does not apply if innovaphone has fraudulently concealed defects in quality or title. This limitation of liability also does not apply to damages resulting from injury to life, limb or health, for which innovaphone is liable without limitation. Product liability is not excluded either.

5. Blocking apps in the innovaphone App Store, Limitation of Liability

5.1. innovaphone is entitled to temporarily or permanently block apps already placed on the App Store or apps yet to be delivered if
- the Development Partner does not meet the requirements of the App Development Guide,
- circumstances arise which suggest or confirm that the self-declaration made to innovaphone is incorrect (e.g. in the event that the Development Partner's app can no longer be placed on the market for legal or (security) reasons),
- the Development Partner violates duties or requirements as per Clause 4.5, or
- other reasons exist which make it necessary for innovaphone to discontinue the app in the App Store.

5.2. In case of a temporary block or prohibition of marketing, innovaphone shall inform the Development Partner promptly.

5.3. **The Development Partner cannot assert any claims for damages resulting from a temporary or final block (exclusion of liability) against innovaphone, in particular for loss of earnings.** This limitation of liability does not apply to damages resulting from injury to life, limb or health, for which innovaphone is liable without limitation. Product liability is not excluded either.

6. Protection of Software Rights, Information and Trademarks

6.1. The Development Partner grants innovaphone non-exclusive, gratuitous, sub-licensable rights of use/licensing rights that are not limited in time or geographical scope, to all apps, including the documentation created by the contractor, also for all future types of use, insofar as this is necessary for commercially marketing or using the app in an innovaphone App Store (e.g. for embedding the apps in the App Store (currently on the myApps platform) and for downloading or for links to an app). e.g. for embedding the apps in the App Store (currently on the myApps platform) and for downloading or for links to an app). innovaphone is not entitled to decompile the software applications, to reverse engineer them, to extract parts of them or to carry out other measures that may lead to obtaining the source code of the apps, unless this is permitted by law. The rights of use/licensing rights also include the use of all information (in particular all data and other content) made available by the Development Partner via the app in connection with the innovaphone App Store.

6.2. The Development Partner assures that it is entitled to all rights of use/licensing rights of holders of rights to the respective app, which the Development Partner allows innovaphone to place in innovaphone's App Store under this cooperation agreement (including the (copyright) rights to the user documentation) and that the rights of innovaphone and those of third parties (in particular those of third-party/external manufacturers with regard to software components) are not violated (cf. also Clauses 3.2. and 4.3). This also includes the duty to meet all licensing, reporting and payment obligations vis-à-vis third parties which are entitled to rights regarding the app that has been developed.

6.3. innovaphone is entitled to use its company name including the use of trademarks and property right notices in connection with the Development Partner apps (e.g. by adding "powered by

innovaphone") non-exclusively and free of charge. For its part, the Development Partner is entitled to use trademarks and property right notices of innovaphone to market apps, if and as long as the respective app has been released or included by innovaphone in the App Store.

7. Confidentiality

7.1. None of the Parties may use or disclose to third parties any trade or business secrets or other confidential information or documents of the respective other party that become known during the term of this Contract without the respective other party granting its consent in writing to such use or disclosure. The Parties agree that, in particular, the contents of the Cooperation Contract constitute confidential information that obliges the Parties to maintain secrecy. Furthermore, each party shall take adequate preventative and technical and organizational measures to prevent third-party access to such information.

7.2. The aforementioned obligation to maintain secrecy does not apply to information disclosed to third parties that are obliged by their professional rules to maintain confidentiality in the scope of a business relationship or to information disclosed to the courts or authorities that request disclosure of such confidential information from either party.

7.3. Trade and business secrets and confidential information or documents within the meaning of Clause 7.1 of the Cooperation Contract are defined as all and any information, data and documents that either party discloses to the respective other party in the scope of the mutual business relationship or that becomes otherwise known to the other party in the scope of the business relationship and that is marked as **"confidential"** at the time of disclosure unless such information, data or documents are publicly known. The information, data or documents are no longer deemed confidential when a party makes its own previously confidential information, data or documents publicly known.

7.4. Every individual violation of the confidentiality obligations is subject to a reasonable contractual penalty to be paid by the violating party to the respective other Contracting Party. If the Parties fail to agree on a reasonable amount of the contractual penalty to be imposed, the amount of the contractual penalty shall be determined by a German court. This shall not affect the right to claim additional compensation for damages or to request that the other party cease any further violation of the obligation of secrecy by means of an undertaking. The contractual penalty shall, however, be offset against any damages that might be additionally awarded.

7.5. The confidentiality obligation comes into force as soon as this Cooperation Contract is signed and shall be valid indefinitely. The confidentiality obligations under this Cooperation Contract shall remain in force, specifically after the Cooperation Contract or the contractual relationship have terminated.

8. Data Protection

8.1. When processing personal data, the Parties are obliged to comply with the statutory provisions of the GDPR and the German Federal Data Protection Act (BDSG) and any other applicable data privacy provisions. Each party is responsible for the data privacy compliance of its own processing operations. This includes, in particular, adopting suitable state-of-the-art technical and organizational measures as per Art. 32 GDPR to ensure that the processing procedures are secure and that the employees are obliged to maintain confidentiality (data secrecy).

8.2. The Development Partner confirms that it has received innovaphone's privacy policy. The Development Partner undertakes to submit a copy of the privacy policy to its shareholders, members of the board, managing directors and authorized signatories (Prokuristen) and the employees that it designated or designates as a contact person if such persons have not yet received innovaphone's privacy policy. The applicable privacy policy of innovaphone as amended is available for the Development Partner on the innovaphone website (https://www.innovaphone.com/en/privacy.html) .

9.   Liability, Liability Limitations

9.1.   If the respective (individual) contract between the Parties or the above-stated provisions of the Cooperation Contractt do not explicitly state otherwise, any liability by innovaphone, its representatives and vicarious agents is limited to intentional or grossly negligent breaches of duty.

9.2.   The aforementioned exclusions of liability shall not apply in the event of a breach of material contractual obligations and to claims arising from the German Product Liability Act (ProdHaftG). In this case, innovaphone is already liable in case of ordinary negligence, but in this case the liability for compensation is limited to foreseeable damage. Liability for indirect consequential damages is excluded. This also applies to contract-typical consequential damages.

9.3   Claims from injury to life, limb or health are excluded from all exclusions and limitations of liability.

9.4.   The liability limitations in the Cooperation Contract continue to apply after its termination.

10.   Indemnity

The Development Partner indemnifies innovaphone on first request from third-party claims that might be asserted against innovaphone in connection with damages caused by and resulting from the apps developed by the Development Partner, in particular

- with regard to apps which the Development Partner has developed with the SDK or parts/components of the SDK and has placed on the market in breach of obligations under Clause 3 of this Cooperation Contract, in particular in the event of non-compliance with security precautions for app developments or by infringing third party copyrights,

- in connection with damage caused culpably by the Development Partner to the innovaphone communications platform and/or the PBX, to software applications and/or IT systems of third parties;

- in case of unauthorized publication or placement of Development Partner apps in the innovaphone App Store, e.g. in case of duplication via the download function in the App Store.

The indemnification covers all financial claims, including any costs required for defending against legal action. innovaphone will inform the Development Partner about any claims asserted by third parties. innovaphone will support the Development Partner in this, as far as reasonable and conducive for defense and settlement talks.

11.   Term and Termination

11.1.   According to the provision in Clause 1.4 of this Cooperation Contract, this Cooperation Contract enters into force upon the signature by innovaphone or upon the receipt of the order acceptance (in case of a contract in electronic legal transactions) and has an unlimited term.

11.2.   The Cooperation Contract may be terminated by either party subject to a notice period of six [6] months to the end of any calendar month; notice of termination must be given in writing without having to state any reason. Receipt of the notice by the respective other party shall be deemed decisive in determining the timeliness of the termination.

11.3.   The right to terminate the contract for cause shall remain unaffected thereby. Either party is deemed to have cause if

- the respective other Contracting Party's personally liable shareholder leaves the company;
- the legal status or shareholding structure or the managing directors of the other party change and it can therefore no longer be reasonably expected of the Parties to adhere to this Cooperation Contract;
- a force majeure event or other circumstances outside of the respective other party's control occur that prevent such party from fulfilling this Cooperation Contract for a period of more than six months;

- a material deterioration of the economic circumstances of the respective other party occurs after conclusion of the Cooperation Contract;
- the respective other party or its personally liable shareholder files for insolvency proceedings regarding the party's or its personally liable shareholder's assets or if comparable proceedings are opened with regard to the party's or its personally liable shareholder's assets or if such proceedings are refused for lack of assets, if the respective other party has ceased making payments or if proceedings are initiated against the Contracting Party or its personally liable shareholder to make an affidavit;
- the respective other Contracting Party violates material contractual obligations that are incumbent upon such party under the Cooperation Contract and does not refrain from violating these contractual obligations despite a written warning or does not immediately eliminate consequences of contract violations that have already occurred and thereby violates the rights of the respective other Contracting Party to a more than insignificant extent;
- the Contracting Party becomes aware that the respective other party does not fulfil its contractual obligations or only insufficiently fulfils such obligations and continues to fail to provide the contractual services in accordance with this Cooperation Contract despite having received a written warning with a reasonable deadline to cease such conduct;
- facts or circumstances were withheld from one of the Parties upon conclusion of the Cooperation Contract, the knowledge of which would have prevented such party from concluding the Cooperation Contract on the basis of an objectively reasonable evaluation.

12. Formal Requirements

12.1. This Cooperation Contract replaces any previous oral or written arrangements and agreements between the Parties regarding the use of innovaphone's App Store and the marketing of Development Partner apps there.

12.2. The Parties have not concluded any side agreements to thisCooperation Contract. In the event that a contract regarding the use of the innovaphone App Store and the marketing of apps of the Development Partner is already in force between innovaphone and the Development Partner at the time this Cooperation Contract is concluded, this Cooperation Contract shall replace any partner agreements, including all side agreements and other arrangements between the Parties already in force at the time this Cooperation Contract is signed.

12.3. Modifications and amendments to this Cooperation Contract must be made in writing and must be signed to be valid. The same applies to any amendment to the written form requirement itself.

12.4. Whenever written form with a signature is required in this Cooperation Contract (e.g. for the rescission or termination of the Cooperation Contract), this requirement is binding and cannot be replaced by an informal written document (Section 126b German Civil Code (BGB), notably facsimile or email). The requirement for a written document with a signature may be replaced by an electronic document (Sections 126 (3) and 126a German Civil Code (BGB)). If no written document with a signature is required, an informal unsigned written document shall suffice.

13. Choice of Law and Place of Jurisdiction

13.1 All legal relationships arising from this Cooperation Contract, its preparation and its performance are subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

13.2 The place of jurisdiction for any legal disputes arising from and in connection with this Cooperation Contract is Stuttgart (Germany). innovaphone is also entitled to take legal action before the competent court at the Development Partner's registered office.

14. Contract Language; German Language Prevails

This Cooperation Contract was drafted in German. If this Cooperation Contract is translated into other languages and provided to the Development Partner, the German version shall prevail if there are any discrepancies between the different language versions.

15. Partial Invalidity/Severability Clause

If one or several provisions in this Cooperation Contract are or become void, invalid or unenforceable, the legal validity of the remaining provisions herein shall remain unaffected. The Parties agree that in such a case, the provision shall apply that is closest to expressing the intended economic purpose of the invalid, void or unenforceable provision. The above provision shall also apply mutatis mutandis if this Cooperation Contract should fail to cover a specific aspect.

_____   _____

Place, date   Place, date

_____   _____

Signature   Signature

innovaphone   Development partner

Name: Name:

Position: Position: