

**Terms of Use Agreement
regarding the use of the internet portal
my.innovaphone.com
of the company innovaphone AG (hereinafter referred to as "innovaphone")**

1. Scope of application

The following Terms of Use Agreement governs the use of offers provided on the my.innovaphone.com internet portal of innovaphone. The objects of this Agreement shall not affect the content and validity of any separate terms of license agreed upon between innovaphone and the customer in connection with the acquisition of individual licensed products and the underlying Standard Terms and Conditions of innovaphone.

The offer on my.innovaphone.com is intended exclusively for commercial customers, i.e. companies, not consumers.

2. Registration and activation of the user account

The customer has the option of establishing a user account by way of legally binding registration on the my.innovaphone.com internet portal. Thus, the customer receives access to certain information, services and software products offered by innovaphone. In particular, the customer can perform various project-related actions through this portal: establish and manage different projects, manage his licenses, manage software services and manage hardware repairs by innovaphone.

The Terms of Use Agreement becomes effective on the customer's registration with my.innovaphone.com. On registration, the customer states his name, email address and a password, after which the customer receives an activation link via email. By activating this link, the customer accepts the terms of this Agreement.

Access to the individual products of innovaphone is governed by the terms of license that are agreed upon separately for the respective product.

Individual services and products in connection with the online offer may furthermore be subject to supplementary terms of use. These become part of this Terms of Use Agreement on announcement thereof by innovaphone. The customer furthermore agrees to the Data Protection Policy and the Standard Terms and Conditions published on the internet pages of innovaphone.

The customer shall be personally liable for all actions and procedures performed through his user account. The customer is therefore required to ensure absolute safety with respect to the computer system as well as the means of data transmission that are used for accessing the user account. The customer shall additionally protect the password and the user account from unauthorised third party access by taking appropriate measures.

In this context, the customer is prohibited from disclosing the password or the user account to third parties, allowing them to use the account, either fully or in parts, and from transferring the account to such third parties.

If the customer discovers that unauthorised third parties have obtained knowledge of the password or the user name, and in case of any suspicion regarding improper use of the internet portal, the customer shall immediately inform innovaphone thereof in writing and block the respective account.

The customer agrees that innovaphone shall be entitled to request data on the computer system (hardware and software) used by the customer to access the portal from time to time for the purpose of maintaining system security, stability and availability of the online offer. The customer shall provide this information immediately after receiving a respective request from innovaphone. Innovaphone shall use this information for the abovementioned purpose exclusively.

3. Licenses and copyrights

Upon activation of the account, innovaphone grants the customer a limited, personal, non-transferable and non-exclusive right to use and access the my.innovaphone.com online offer in compliance with the provisions hereunder and the additional terms of license. The customer agrees to these provisions and terms.

The use of the my.innovaphone.com online offer and the services associated therewith might require downloading software, other content and updates (hereinafter together referred to as "the data") onto the customer's computer. The customer may not use these data for other purposes than those agreed upon in connection with the Terms of Use Agreement and the additional terms of license.

innovaphone and its licensors shall be the exclusive and sole holders of the copyrights as well as any industrial property rights to the my.innovaphone.com online offer including its contents, design and all the data provided thereon.

Unless otherwise agreed upon expressly in individual cases, the customer may not reproduce, translate, decompile, process or modify the data obtained through my.innovaphone.com in any way or remove any copyright labelling, neither fully nor in parts. The consent required for this by innovaphone must be in written form. The data as well as the rights of use associated therewith may only be used for the purpose and in the way agreed upon in the individual case. Any distribution or sale, lease, pledging, lending or passing on of the data to third parties in any other way requires innovaphone's written consent, unless otherwise agreed upon in individual cases.

4. License management

The products of innovaphone are protected by licenses. Upon purchasing a license, the customer receives a license key with which he can activate the license at my.innovaphone.com. When the customer enters the license key on my.innovaphone.com, the license is uploaded to the so-called balance, a virtual storage facility.

Usually, this balance refers to a specific project. If the license is to be stored independently of a specific project, the customer may upload the license to a so-called free balance.

Any license located in a balance, may be taken out by the customer. For this, the customer is required to generate his own license key, to which the license is tied. This action deletes the license from the balance.

If a license from the balance is tied to a device, the license is used up and deleted from the balance.

So-called interface licenses, such as BRI, PRI, DSP, AB and Gatekeeper for example, are tied to the MAC address of a certain device and cannot be transferred to other devices.

PBX-based licenses are also tied to certain hardware, but may be moved to other devices. This move might be subject to charges. Therefore, we urgently recommend customers to inform themselves **before** tying or moving a license.

The customer is obliged to make back-up copies of all license keys and license files downloaded and to store them safely. innovaphone assumes no liability for disadvantages arising from the fact that a customer has no back-up copies.

Innovaphone assumes no liability for any mistakes the customer makes during the licensing procedure. Licenses that are used up due to a mistake on the part of a customer will not be restored by innovaphone and must therefore be repurchased by the customer.

5. Software service management

Customers can set up Software Service Agreements (SSA) for their projects on my.innovaphone.com. To this end, the customer needs to open a new project on my.innovaphone.com, allocate all the required devices to this project, equip the devices with licenses and activate SSA for the project. SSA is subject to charges. The customer purchases Software Service Credits (SSC) from innovaphone, which are managed in the balance. Any SSA concluded are paid for with SSC. SSC have the value stated in the respective applicable price list.

6. Repair management

Defective devices may only be returned to innovaphone, if an RMA number (Return Merchandise Authorization) is provided. The customer can generate an RMA number on my.innovaphone.com and print out an RMA order form that is automatically filled in with the available data. The customer can rewrite the data in the form, if this is required. Adherence to warranty periods is measured on the basis of the date on which the customer sends the device back to innovaphone.

If the customer receives a replacement device, the licenses pertaining to the device are automatically moved to the replacement before shipping.

7. Remuneration and payment terms

Provision and use of the my.innovaphone.com internet platform is free of charge for the customer. The prices and payment terms for the licenses are stated in the respective price list applicable to the customer.

If my.innovaphone.com states certain prices for individual products, these may be changed or adjusted by innovaphone without prior notice at any time. The prices at the time of order placement are applicable.

Unless otherwise stated, all prices given do not include taxes, duties and customs duties or any packing and shipping costs.

8. Responsibility for links or other third party content

innovaphone assumes no responsibility for links and other third party content on the my.innovaphone.com website, nor does innovaphone inspect or examine such content on its own accord. In offering access to such content, innovaphone acts exclusively as a provider of services in terms of the Telemediengesetz [German Telemedia Act], without adopting this as its own content or opinion.

9. Warranty and liability

The customer shall bear all the risks that might arise in connection with the registration and the use of the my.innovaphone.com internet portal, unless duties to take due care on the part of innovaphone are affected. innovaphone only guarantees that reasonable data protection measures required in accordance with the actual circumstances and as usual in the business will be observed in connection with the provision of the internet service offer.

Otherwise, innovaphone assumes no warranty for the security, functionality, stability and availability of the my.innovaphone.com internet portal and the services and information provided thereon. Consequently, innovaphone does not assume any liability for damage resulting from the use or non-availability of the services and data provided. This applies in particular to indirect and consequential damage, virus and computer damage, loss of data and loss of profit.

The liability for damage based on intentional or grossly negligent breach of duty or the culpable breach of material contractual duties on the part of innovaphone shall remain unaffected thereby. innovaphone is likewise liable to an unlimited extent for damage resulting from culpable injury to life, limb or health and for damage based on the absence of warranted characteristics or on a guarantee. The liability based on the Produkthaftungsgesetz [German Product Liability Act] is not limited either.

Apart from the exceptions stated above, any liability on the part of innovaphone for damage based on ordinary negligence of its legal representatives, executives, employees or vicarious agents shall be excluded.

The extent of any liability on the part of innovaphone for grossly negligent breach of duty or culpable breach of material contractual duties in accordance with the aforementioned provisions, shall be limited to the liability to provide compensation for the typical foreseeable damage.

10. Data protection

The customer confirms that he has read the Data Protection Policy provided on my.innovaphone.com and acknowledges its content.

Any transfer of the customer's personal data to third parties is performed strictly in the scope and on the basis and in compliance with this Data Protection Policy.

innovaphone reserves the right to analyse access to the my.innovaphone.com internet portal by applying so-called web tracking software. The objective of these measures is to analyse customer behaviour in order to constantly improve the information, services and software products provided in the scope of the online offer in the customers' interest. Access and availability of frequently requested services is to be improved to allow for and to maintain sensible and efficient use of the services.

In this context, certain data pertaining to individual users (IP address, date, time and duration of access, content of the visited sites etc.) will be stored and processed for the duration of the communication transaction. This information will be analysed by innovaphone to examine errors and for statistical purposes. Normally, this will happen with the help of so-called cookies.

11. Amendments to terms of use

innovaphone may, at its own discretion, amend or modify the content of this Terms of Use Agreement at any time. By continuing to use the portal, the customer gives his consent to these changes, if and as soon as innovaphone has informed the customer of the amendments to the terms of use by way of notification. Consent is deemed given, unless the customer terminates the user account within 30 days after notification of the amendment. Therefore, the customer's only remedy in case of amendments to the terms of use is to terminate the user account.

12. Duration and termination

This Terms of Use Agreement comes into force upon legally binding activation of the user account by innovaphone.

After this, both innovaphone and the customer have the right to terminate this Terms of Use Agreement anytime with immediate effect and without having to state any reasons or to terminate the contractual relation in another way. Unless otherwise provided for by the above provisions, immediate discontinuation of using the online offer and termination of the user account are the only remedies the customer is entitled to with respect to the stability and availability of the online offer in case of any dispute with innovaphone.

If the termination is based on behaviour by the customer entailing culpable breach of duty, innovaphone reserves the right to claim damages from the customer for any costs incurred in connection therewith.

13. Standard Terms and Conditions

The Standard Terms and Conditions of innovaphone shall apply in addition to this Terms of Use Agreement. These are accessible and available for download at <http://www.innovaphone.com/en/terms-of-trade.html>.

14. Applicable law, place of performance and place of jurisdiction

All legal relationships covered by this Terms of Use Agreement are exclusively subject to German law. Applicability of the UN Convention on Contracts for the International Sale of Goods of 11 April 1988 (CISG) shall be excluded.

If the customer is a full merchant, a legal person under public law or a special fund under public law, the place of performance and place of jurisdiction for all disputes is Sindelfingen. However, innovaphone reserves the right to also bring action against the customer at his general or any other competent statutory place of jurisdiction.