

1 Scope of Application, Subject Matter of the Agreement and Conclusion of Contract

1.1 Vodafone GmbH (Ferdinand-Braun-Platz 1, 40549 Düsseldorf, with registered office in Düsseldorf, registry court: Düsseldorf District Court, commercial register entry no. HRB 38062; hereinafter referred to as "Vodafone") will provide telecommunication services pursuant to section 3 no. 63 of the German Telecommunications Act (Telekommunikationsgesetz, "TKG") (hereinafter referred to as "Services") to customers that are not consumers under section 13 of the German Civil Code (Bürgerliches Gesetzbuch, "BGB") ("Customers") on the basis of these General Terms and Conditions ("TC GTCs"), the Service and Product Descriptions and the Price Schedule.

1.2 To Customers that are deemed to be micro and small businesses in accordance with section 267a, para. 1 and section 267, para. 1 of the German Commercial Code (Handelsgesetzbuch, "HGB") as well as non-profit organisations, i.e. legal entities which do not generate any profits for their owners or members and are no larger than a small business (hereinafter together referred to as "KKO Customers"), the supplementary/deviating provisions of section 16 apply additionally.

1.3 To specific products listed in the product groups of "Internet Fixed Networks", "Site Connectivity", and "Service Telephone Numbers" on the Vodafone Business order form, the specific product terms and conditions ("BPB") apply additionally.

1.4 In the interpretation of the contractual terms (together referred to as "Contract"), the provisions of the BPB shall take precedence over the provisions of the TC GTCs.

1.5 The Contract shall be deemed concluded with acceptance of the Customer's offer by Vodafone, at the latest upon provision of the Service by Vodafone.

1.6 Deviating, opposing or supplementary General Terms and Conditions of the Customer shall not be accepted unless Vodafone expressly agrees to the application of such terms in writing. This requirement of approval applies even if the Customer refers to their General Terms and Conditions e.g. in an order or any other correspondence and Vodafone does not expressly object to them.

2 Scope of Vodafone's Services

2.1 Vodafone provides Services (Dienstleistungen) for the Customer.

2.2 Vodafone's Services may necessitate the use of proper terminal equipment, the procurement of which is the Customer's responsibility (e.g. DSL router, mobile end device). The usability of the Service and the maximum transmission rate depend on the terminal equipment used, the available network technology and the technical and geographic conditions at the place of use.

2.3 The Customer may utilise mobile communications Services within the reception and transmission area of radio stations operated by Vodafone in the Federal Republic of Germany. Vodafone provides technical access to services of third party providers insofar as there is a contract between Vodafone and the third party provider. The use of these services constitutes a direct contractual relationship between the Customer and the third party provider. Vodafone reserves the right to amend the selection of providers whose services may be used abroad by the Customer ("International Roaming") as well as the terms of existing contracts with those providers at any time. The scope of the International Roaming Service depends on the offerings of each foreign network operator.

2.4 Vodafone provides an access line up to the final network interconnection point at the Customer site for fixed network and DSL Services. The Customer is required to install in-house cables from this network interconnection point to the telecommunications connection ("TAE") unit on its premises and to install such a TAE unit for the term of the Contract free of charge. The TAE unit must be maintained in good working order.

2.5 Vodafone is entitled to provide Services in whole or in part by subcontracting with third party suppliers (sub-contractors). Vodafone assumes liability for the provision of services by sub-contractors as for its own actions.

2.6 Vodafone reserves the right to unilaterally amend the Contract terms and the Service and Product Descriptions at its reasonable discretion.

2.7 If Vodafone unilaterally amends the terms of the Contract at its reasonable discretion, the Customer may terminate the Contract without notice or charge unless the amendments

- a) are exclusively to the Customer's advantage;
- b) are purely administrative with no negative impacts on the Customer or;
- c) are prescribed by EU or national legislation.

2.8 Notice of termination may be given within three months of the Customer receiving notification of amendments from Vodafone in accordance with section 2.10. The date of ter-

mination of the Contract cannot be earlier than the date on which the amendments become effective.

2.9 Sections 2.6 to 2.8 do not apply to contracts on the provision of number-independent interpersonal communications services.

2.10 Vodafone will inform the Customer clearly and comprehensively on a permanent data medium of

- a) the content and effective date of the amendment;
- b) any right of termination pursuant to sections 2.7 and 2.8 at least one month and at most two months before an amendment pursuant to sections 2.6 and 2.7 becomes effective.

2.11 If Vodafone procures wholesale services from third party suppliers and the price or price components for such services are fixed by law or regulation, Vodafone is entitled to adjust the basic and usage charges to the extent that such prices or price components change. This does not entitle the Customer to terminate the Contract.

2.12 To enhance the functionality of the Services or adapt the Services to the state of the art or relevant legal provisions or regulations, Vodafone is entitled to unilaterally adjust the Services, the deployed technologies and/or the infrastructure used for the provision of the Services after conclusion of the Contract and without the Customer's consent, provided that such adjustment does not conflict with legitimate interests of the Customer. In the event of such change, the Customer is obliged to cooperate to a reasonable extent. Such changes do not entitle the Customer to a right to termination for cause.

2.13 Vodafone is entitled to temporarily interrupt, restrict or suspend its Service if this is necessary for reasons relating to public safety, statutory or regulatory requirements, to maintain network integrity, to uphold data privacy or to implement necessary operational or technical works. Temporary faults and interruptions of Vodafone's Services may occur as a result of force majeure pursuant to section 11 (Force Majeure). The same applies in the event of Service restrictions affecting third party telecommunication systems used by Vodafone to fulfil its obligations. Vodafone shall make all reasonable efforts to restore or assist restoration of normal Service as quickly as possible. Service failures and interruptions which do not involve the product categories specified in section 1.3 and which are Vodafone's responsibility will be remedied within 24 hours unless the parties have concluded a Service Level Agreement with deviating provisions.

2.14 If Vodafone provides a Service which is dependent on the necessary advance services, consents or permissions of a third party or the Customer, Vodafone's obligation to perform is subject to the condition that these advance services, consents or permissions are provided on time, in full and in the required quality. Vodafone's obligation lapses insofar as the necessary advance services, consents or permissions are not performed timely, completely and in the required quality if Vodafone is not responsible for the incorrect or belated performance. Vodafone shall inform the Customer without delay of the non-availability of supplies and advance services and reimburse payments which have been made in respect of unavailable supplies and advance services without delay.

2.15 Vodafone is entitled to partial delivery and partial performance to the extent reasonable for the Customer.

3 Hardware

3.1 Delivery periods are deemed to have been complied with if the hardware has been shipped within the agreed delivery period. In the event of delays for which the Customer is responsible, the delivery period is deemed to have been complied with if by its expiry readiness for dispatch has been notified. If the Customer falls into default of acceptance for not accepting a delivery albeit being obliged to or in other cases of delay of delivery for which the Customer is responsible, the products are deemed to have been delivered and the risk shall pass to the Customer. From that point in time, Vodafone's liability is limited to intent and gross negligence. In the event of default of acceptance, the Customer is obliged to carry all related costs, especially storage expenses.

3.2 The following provisions apply if the Customer buys hardware:

- a) Hardware sold by Vodafone remains Vodafone's property until payment of the full purchase price.
- b) In case of shipment of the hardware, the risk shall pass to the Customer as soon as Vodafone has handed the goods over to the transportation person.
- c) Unless provided otherwise in the following, the Customer's warranty claims for defects of the hardware shall be based on the relevant statutory provisions. The period of limitation for warranty claims of the Customer is one year.

3.3 The following provisions apply to rental agreements and other transfers for use:

- a) The Customer undertakes to treat the hardware with all necessary care and to protect it from use by unauthorised third parties. The Customer will not make any changes to the Hardware, especially no damaging or removal of the identification of the manufacturer. If hardware is installed on the premises of the Customer or is otherwise handed over for temporary use, the Customer is responsible for all necessary tests of the German Social Accident Insurance (DGUV) and electricity checkups (VDE) including consequential measures.
- b) Vodafone is entitled to charge the Customer with a security deposit reasonable in relation to the value of the hardware. Vodafone is entitled to offset all claims arising from this Contract against the security deposit.
- c) The Customer may only sublease or otherwise surrender the hardware to third parties in case of Vodafone's specific prior approval in writing. Affiliates of the Customer are deemed third parties for the purposes of this provision.
- d) After termination of the Contract, all hardware must be handed over to Vodafone. The Customer will be contacted on this regard in the course of the termination process. The transport service provider will come to an agreement with the Customer on the collection of the hardware. Vodafone bears the expenses of the hardware return shipment. The Customer is obliged to package the hardware safely in a cardboard box and to hand it over to the transport service provider. If the Customer does not comply with this obligation, Vodafone may charge the residual value of the hardware.

4 Use of the Services

4.1 Insofar as necessary for the performance of the Contract, Vodafone grants the Customer a simple right to use the subject of Service and the Customer grants Vodafone a simple right to use the subject of the cooperation obligations, each limited to the purpose and the term of the Contract.

4.2 Neither the Customer nor users that access Vodafone's Services via the Customer in accordance with the terms of the Contract are entitled to use the Services

- a) in a manner that is forbidden by law, regulation or an administrative order known to the Customer;
- b) for the transfer of malware, spam, chain letters or other inconveniencing messages;
- c) to violate the rights of third parties, in particular protective rights (e.g. copyrights or trademark rights);
- d) for the creation of connections where the caller receives payments or other assets from third parties on the basis of the creation of the connection (e.g. connections to marketing hotlines);
- e) to conduct commercial forwarding of connections;
- f) if Vodafone provides the Customer with internet access services, to use these to provide commercial third party services which give wireless access to the internet to an indefinite number of users or a defined user group (especially hotspot services), or provide third parties with internet access services for the performance of such services, unless expressly permitted for the specific product in the Service and Product Description;
- g) if Vodafone provides the Customer with mobile communication services, to use SIM-cards for automated data exchanges between terminal devices (machine-to-machine) without a corresponding agreement with Vodafone;
- h) if Vodafone provides the Customer with fixed network services, to use circuit-switched telecommunications services in other ways than to set up connections created manually via the terminal device;
- i) to provide interconnection services.

4.3 Violations of these prohibitions of use by the Customer or by users who access Vodafone's Services via the Customer in accordance with the Contract entitle Vodafone to take all necessary actions to halt the abuse.

4.4 Vodafone is entitled to block the access in case of a reasonable suspicion of an improper use of the Customer's connection or of a third party manipulation. In such cases, Vodafone is also entitled to terminate the Contract for cause.

4.5 Vodafone is entitled to suspend performance of the owed Service if the Customer has been set an adequate time limit to end the violations, which has expired fruitlessly. As soon as the Customer puts an end to the violation, Vodafone is obliged to immediately resume performance of the Service.

4.6 The Customer may only resell Services or transfer them in return for other benefits to third parties after obtaining Vodafone's prior written consent. Affiliates of the Customer are deemed third parties for the purposes of this provision.

5 Customer's Obligations

5.1 The Customer provides Vodafone employees or

sub-contractors with all necessary assistance throughout their work in the Customer's business or on its premises.

5.2 The Customer undertakes

- to notify Vodafone without delay of any changes to the personal data that Vodafone has on record;
- to ensure that Customer code words, passwords or personal identification numbers (PINs) are kept secret and are changed without delay by the Customer or Vodafone if there is reason to believe that unauthorised third parties have gained knowledge of them;
- to set up, operate and inspect Vodafone hardware according to instructions by the manufacturer and Vodafone. Accordingly, the Customer particularly undertakes to provide suitable facilities on its premises with adequate power supply, lighting, air-conditioning and, if required, potential equalization including grounding at no charge to Vodafone;
- not to disturb, change or damage the German Vodafone network and other networks and to immediately notify Vodafone of all circumstances known to the Customer that may impair the functioning of the Vodafone network;
- if Vodafone provides the Customer with mobile communication services, to immediately notify Vodafone of any loss or unauthorised third party use of the Vodafone SIM card. Until Vodafone's receipt of the notification, the Customer is liable for any fees resulting from the unauthorised third party use if the Customer is responsible for the loss or the unauthorised third party use or if Vodafone has not been notified immediately;
- if Vodafone provides the Customer with fixed network services, to take all reasonable precautions in order to prevent unauthorised access to the Vodafone network by third parties using the Customer's terminal equipment. For this purpose, the Customer undertakes to only use such terminal equipment that complies with the state of the art and all relevant legal provisions or regulations. The Customer shall adhere to the safety information provided by the manufacturer before or after the purchase of the terminal equipment and shall especially – insofar as technically possible – set up and use personal identification numbers (PINs) or passwords preventing the unauthorised access of third parties to eliminate such improper third party use (especially third party use of the wireless router as well as improper creation of connections via telephone systems by so-called Hacking); if the Customer does not take these safety measures, Vodafone is entitled to fully claim the remuneration for connections generated within the first 24 hours after the first occurrence or commencement of the unauthorised third party use;

5.3 If Vodafone supplies the Customer with intermediary services pursuant to Art. 3 lit. g Regulation (EU) 2022/2065, such as access to the internet, the transmitted content will not be checked by Vodafone. This also applies to content afflicted with malware (e.g. viruses). The Customer is obliged to indemnify Vodafone from third party claims arising out of stored content unless the Customer is not responsible. The Customer shall bear the burden of proving that he is not responsible for the breach.

5.4 The Customer undertakes to ensure that all cooperation obligations are fulfilled in time, to the extent necessary and at the Customer's own charge. If the Customer fails to perform a cooperation obligation in time or in the manner agreed upon, the Customer is obliged to bear all costs arising therefrom (e.g. delay, additional expenses).

5.5 The Customer is liable for all damages arising from violations of the prohibitions of use for which the Customer or users that properly access Vodafone's Services pursuant to section 4.2 are responsible and/or violations of the aforementioned obligations of the Customer and indemnifies Vodafone for all related third party claims, including the cost of defense against claims. This does not apply if the Customer is not responsible for the violation. The Customer shall bear the burden of proving that he is not responsible for the breach.

6 Payments, Offsetting of Claims, Retention of Payments

6.1 The Customer undertakes to effect all agreed payments in a timely manner. The connection rates for third party services, particularly value-added services provided by third parties via a Vodafone mobile connection or landline, include the service provider's charge and the Vodafone connection charge. Vodafone is entitled to bill the Customer for connections to third party services established via Vodafone. These services are billed in accordance with the currently applicable price schedule.

6.2 Price increases for such third party services do not entitle the Customer to terminate the Contract.

6.3 The Customer also undertakes to pay for the authorised or unauthorised use of the Customer access line/product

by third parties unless it can prove that it has no responsibility for such use.

6.4 Vodafone may submit the invoice in one of the legally permissible formats until 01.01.2027. If the Customer does not agree to this format, the invoice will be issued as a paper invoice. Vodafone reserves the right to issue the invoice as an electronic invoice within the meaning of Section 14 (1) sentence 3 German UStG. For this purpose, the customer shall provide an e-mail address for receiving the electronic invoice upon separate request from Vodafone.

6.5 Objections to invoices must be lodged by the Customer in writing within eight weeks of receipt of the invoice to the address specified on the invoice.

6.6 The standard procedure for collection of payments is the SEPA direct debit mandate. Vodafone shall inform the Customer at least two days prior to the debit transaction of the amount and date of the debit transaction. Vodafone is entitled to charge an additional processing fee if the Customer declines a direct debit arrangement or if a debit transaction is not honoured by the Customer's bank.

6.7 The Customer may only offset claims of Vodafone with undisputed, legally valid or recognised claims. A right of retention or refusal of performance may only be exercised by the Customer in respect of undisputed, legally valid or recognised claims. The limitations set out in clauses 6.1 and 6.2 do not affect the offsetting of payment claims – or the assertion of rights of retention or refusal of performance – under the same contractual relationship.

7 Contract Term and Termination

7.1 Unless otherwise agreed, contracts for Vodafone Services have an initial minimum term of 24 months as of the date of Service commencement. If Services are rendered at multiple Customer sites, the minimum term commences individually for each site with service commencement. Contracts for Services may be terminated with three months' notice to the end of the minimum term. If the Contract is not terminated:

- For agreements on publicly available telecommunication Services not only encompassing number-independent interpersonal communications services or the provision of transmission services for machine-to-machine communication, the Contract is automatically renewed for an indefinite period and may be terminated at any time with one month's notice.
- For agreements on Services encompassing non-publicly available telecommunication Services pursuant to the foregoing (product category "mobile private network" as well as Vodafone Business Service Request product categories of "Site Networks", except for SD-WAN and "Other"), the Contract is automatically renewed for 12 months in each case unless terminated with three months' notice prior to the expiry of each term. Notice of termination must be provided in writing.

7.2 This in no way affects the right to termination for cause.

7.3 If, when notice of termination is given, Customer data is contained in storage space that has been made available to the Customer, the Customer is required to back up this data before the effective date of termination.

8 Vodafone's Liability

8.1 Vodafone's liability for simple negligence is limited to the breach of material contractual obligations. A material obligation is an obligation which is essential to the proper performance of the Contract, which, if breached, jeopardises the achievement of the purpose of the Contract and which the Customer may expect to be met. Vodafone's liability for any material damage or pecuniary loss occurring during the Contract term due to breach of material contractual obligations is limited in total to the compensation for typical and foreseeable damages, which regularly shall not exceed the sum of the total net compensation paid by the Customer for the entire contract term ("Contract Value") ("Overall Limitation"); if the Contract Value is less than 12.500 Euros, the Overall Limitation is 12.500 Euros.

8.2 Vodafone is liable for the loss of data through simple negligence subject to the provisions of and within the scope of section 8.1 only and to the extent that the Customer has backed up the data for the relevant application at appropriate intervals and in a suitable means that permits restoration at reasonable cost and effort.

8.3 The limitations of liability stipulated in sections 8.1 and 8.2 do not apply to claims resulting from intent, fraudulent intent, and gross negligence, in cases of guarantee promises, in the event of injury to life, body or health and to liability under the German Product Liability Act (Produkthaftungsgesetz, "ProdHaftG").

8.4 Vodafone's strict liability for defects already existing at the time of the conclusion of the Contract (section 536a BGB) is excluded.

8.5 The aforementioned limitations of liability apply to Vodafone's legal representatives and vicarious agents insofar as claims are asserted directly against them.

9 Confidentiality

9.1 A Party's Confidential Information which is disclosed to the other Party shall be kept confidential by the receiving Party.

9.2 "Confidential information" of a party shall mean economic, engineering, legal, tax or other information which will be regarded as worthy of protection by a reasonable third party, which is labelled as confidential or which has to be considered confidential under the circumstances. Information shared in an oral presentation or discussion may also be confidential. In particular, prices and conditions agreed upon in this Contract shall be deemed Confidential Information.

9.3 The following information is not confidential. Information that

- has demonstrably been in the possession of the other Party before its disclosure, has been known to the public before its disclosure or has been generally available, or
- becomes known to the public or generally available after its disclosure without contribution or fault of the receiving Party, or
- is substantially equivalent to information disclosed or made accessible to the receiving Party by an authorised third party.

9.4 The receiving Party shall not disclose Confidential Information of the other Party to third parties. Disclosure to affiliated enterprises of the receiving Party, the receiving Party's vicarious agents, distributors and consultants or those of its affiliated enterprise remains permissible if necessary for the purpose of the Contract and if the receiving party and the affiliated enterprise, vicarious agent or consultant are bound by obligations of confidentiality which are no less stringent than those agreed upon here.

9.5 The obligation of confidentiality does not apply if the disclosure of Confidential Information is prescribed by law or by order of a court or public authority.

9.6 Obligations under the German Business Secrets Act (Gesetz zum Schutz von Geschäftsgeheimnissen, "GeschGehG") remain unaffected.

10 Data Protection

The Parties shall adhere to data protection provisions. Vodafone's current information on data protection is available at www.vodafone.de.

11 Force Majeure

11.1 "Force Majeure" is an external event which has no operational connection and is unavoidable despite the application of utmost reasonable care. Force Majeure especially encompasses strikes and labour disputes, lock-outs, riots, fire or emergency, war, terrorist attacks, administrative orders, pandemics, epidemics, vandalism as well as third party interferences with Vodafone network infrastructure.

11.2 Insofar as a Party is prevented from performing its obligations due to Force Majeure, the Party shall be relieved from its obligations and its liability for the duration and in the extent of the disruption. This also applies if the events occur at a time when the Party concerned is in default. If a specific date has been set for the performance of an obligation, the duration of the period of interruption will not be considered in the calculation of the deadline. With regard to Vodafone, the above clauses apply accordingly to services of third parties that Vodafone employs for the performance of its obligations.

11.3 The Parties agree that this includes delays in delivery that affect Vodafone's delivery of hardware and/or components and for which Vodafone is not responsible.

11.4 The Parties are obliged to notify each other of such impediments caused by Force Majeure if possible and not generally known; they will adapt their obligations to altering conditions in good faith. If the event persists for a period longer than 90 days, both Parties have the right to terminate the Contract with immediate effect.

12 Dispute Settlement

To settle a dispute with Vodafone in cases where section 68 TKG applies, the Customer may submit a request to open a dispute resolution procedure with the German Federal Network Agency.

13 Sanctions and Export Control

13.1 Each Party shall be obliged in the context of the performance of the Contract

- to comply with all legal provisions applicable to the Party with respect to the respective applicable export control and sanctions law. Compliance with the sanction-related obligations referred to in sentence 1 shall

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The German version is legally binding..

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only apply to the extent that it is permissible to provide corresponding guarantees and assurances in accordance with German and EU law;

- b) to not knowingly take any action that would cause the other Party or any member of the corporate group to violate such applicable sanctions and/or export control laws;
- c) to provide assistance, documentation and information to the other Party when reasonably requested by the other Party in connection with export control and sanctions issues; notify the other Party in writing as soon as it becomes aware of any loss of license/permit or any current or potential investigation or possible violation of any applicable law relating to export control and sanctions law or any change in its sanction status, e.g. inclusion on a sanctions list.

13.2 Breaches of any of the obligations set forth in section **13.1**, which constitute good cause, shall entitle the other Party to terminate this Contract without notice. If one Party breaches any of the obligations set forth in section **13.1**, the other Party may claim compensation for the loss thereby incurred.

14 Access to Emergency Call Services

Vodafone provides access to emergency call services for mobile connections and for stationary use of fixed networks according to statutory requirements. For mobile connections, this requires a valid SIM card, the availability of mobile network and a mobile phone technically useable in this network. Restrictions on the availability of emergency call services with products intended to be used stationary: Emergency calls via 110 or 112 are not possible in the event of a power outage and during the standard internet disconnection of DSL products (every 24 hours for up to 30 seconds). An emergency call may not be possible if the configuration of the Vodafone modem is changed or the device in use is not enabled. In case of dial-in with individual login details from a location differing from the location specified in the order, the correct delivery of the emergency call cannot be guaranteed and the location of the caller cannot be determined.

15 Additional Provisions

15.1 The Customer may only transfer rights and obligations arising from this Contract or transfer the contractual relationship in its entirety to third parties after obtaining Vodafone's prior written consent. Affiliates of the Customer are deemed third parties for the purposes of this provision.

15.2 Affiliates of Vodafone are Vodafone Group Plc as well as any company in which Vodafone Group Plc owns (directly or indirectly) 30% or more of the issued share capital and any company identified as a Vodafone operating company or partner company on the „Where we operate“ page at www.vodafone.com. Affiliates of the Customer are the Customer's ultimate holding company and any company in which the Customer's ultimate holding company owns (directly or indirectly) 50% or more of the issued share capital.

15.3 The courts of Düsseldorf have jurisdiction over all legal disputes if the Customer is a public sector corporation, a public authority or a merchant and the Contract forms part of the commercial enterprise. Vodafone also may assert claims at the Customer's general legal venue. This does not affect any exclusive legal venue. All legal relationships between Vodafone and the Customer shall be governed by the laws of the Federal Republic of Germany excluding UN Sales Law (CISG).

15.4 For the purposes of these TC GTCs, "in writing" or "written consent" requires at least text form pursuant to section 126b BGB with simple electronic signature (e.g. e-mail signature, scanned signature, or signature on a tablet computer).

15.5 In the event that a provision under these TC GTCs and/or its modification or amendment proves to be invalid, void or unenforceable, the effectiveness of the remaining provisions of the TC GTCs remains unaffected. If a provision is invalid, void or unenforceable, the Parties are obliged to negotiate a valid and appropriate substitute provision that comes closest to the purpose pursued by the Parties with the invalid provision and adequately considers the legitimate interests of both Parties.

16 Supplementary or deviating provisions for micro and small businesses and non-profit organisations

16.1 Scope of Application

The following provisions apply to Customers which are deemed to be micro and small businesses according to section 267a, para 1 and section 267, para. 1 HGB as well as non-profit organisations, i.e. legal entities which do not generate any profits for their owners or members and are no larger than a micro or small business (hereinafter referred to as "KKO Customers").

16.2 Service Restoration

16.2.1 The final clause of section 2.13 does not apply. Instead, the following sections 16.2.2 – 16.2.4 apply.

16.2.2 To the extent that Vodafone provides publicly accessible telecommunications services, the KKO Customer may demand that Vodafone eliminate the Service interruption without delay and free of charge unless it was caused by the KKO Customer. Sentence 1 does not apply to number-independent interpersonal communications services or the provision of transmission services for machine-to-machine communication. The KKO Customer has a duty to cooperate during the Service restoration process.

16.2.3 Vodafone is required to provide documentary records of received incident notifications and agreed customer service and installation appointments to the KKO Customer. If Vodafone does not restore Service within one calendar day of receiving the incident notification, it is required to inform the KKO Customer by the next day at the latest of the actions that have been initiated and the envisaged time of Service restoration.

16.2.4 If the Service interruption is not restored within two calendar days of receiving the incident notification, the KKO Customer is entitled, commencing on the next day, to demand indemnification for each additional day of Service interruption unless the KKO Customer caused or is responsible for the continuation of the Service interruption, or the entire Service interruption is due to statutory measures in accordance with this law, EU Regulation 2015/2120, security agency orders or force majeure. The amount of indemnification on day three and four is the higher of 5 euros or 10 percent of the contractually agreed fixed monthly charge for the affected access lines, and for day five and thereafter it is 10 euros per day or 20 percent of the contractually agreed monthly charge. This does not affect the KKO Customer's right to claim a higher amount of compensation for damages. Indemnification shall be offset against compensation for damages and vice-versa. If Vodafone misses an agreed customer service or installation appointment, the KKO Customer may demand indemnification in the amount of the higher of 10 euros or 20 percent of the contractually agreed fixed monthly charge for the affected access lines unless the KKO Customer is at fault for the appointment being missed. Sentences 3 and 4 apply accordingly. Vodafone's obligation to perform is subject to the correct and timely delivery of products and advance services to Vodafone by its suppliers if Vodafone has entered into a congruent transaction with the supplier with the necessary diligence and is not responsible for the incorrect or late delivery. If third party supplies are required during the installation or upgrade of KKO Customer access lines or other Services, for transmission path, hardware or software upgrades or for other technical services, particularly power services, these shall be deemed to be advance performance. Vodafone shall inform the KKO Customer without delay of the non-availability of supplies and advance services and reimburse payments which have been made in respect of unavailable supplies and advance services without delay.

16.3 Vodafone's Liability

Section 8 also applies if Vodafone, as provider of publicly accessible telecommunications services, is obliged to pay indemnification to the KKO Customer pursuant to section 16.2.4.