

## General terms and conditions of VIRTENIO GmbH

### 1. General rules

**1.1** These General Terms and Conditions ("GTC") of VIRTENIO GmbH (hereinafter referred to as "VIRTENIO") apply to all goods and services, in particular information services (hereinafter referred to as "Services") of VIRTENIO. Annexes 1 and 2 are also part of these GTC.

**1.2** VIRTENIO provides all goods and services exclusively on the basis of these GTC. This applies in particular also if the customer uses general terms and conditions of business and these contain conflicting or deviating terms and conditions. The terms and conditions listed here also apply if VIRTENIO is aware of the customer's terms and conditions that contradict or deviate from the terms and conditions listed here and executes the order without reservation.

**1.3** VIRTENIO shall make goods and services available to the Customer under the name "PreonSolutions", "PreonComponents" and "PreonServices" in accordance with these General Terms and Conditions of Use.

**1.4** The current version of these terms and conditions can be viewed, saved and printed out by visiting the website [www.virtenio.de](http://www.virtenio.de). Changes to these terms and conditions will be communicated to the customer. They become part of the contract if the customer does not object within one month after notification.

**1.5** In order to provide the Customer with certain goods or services, it is necessary to conclude a corresponding contract between the Customer and VIRTENIO.

### 2. Description, duration and availability of services

**2.1** VIRTENIO's systems, in particular the special hardware of VIRTENIO ("VIRTENIO Hardware"), collect data from sensors ("Sensor Data") and transmit these primarily wirelessly to central servers on the Internet ("VIRTENIO Cloud"). Based on this data, VIRTENIO offers its customers preprocessed sensor data, processed data, services and additional related services ("intended use"). Only VIRTENIO hardware is used for the acquisition and transmission of data, especially sensor data to the VIRTENIO Cloud.

Depending on the composition of the hardware, the VIRTENIO hardware captures, stores and transmits various sensor data such as temperature, CO<sub>2</sub> content of the ambient air, light irradiation, vibrations, humidity, air pressure, as well as measurement data such as data for control and regulation tasks, system parameters and derived and composite data/calculations, preprocessing and intermediate results. This data is transferred to the VIRTENIO Cloud at periodic intervals, but can also be requested by VIRTENIO, in particular for quality assurance purposes. At [www.virtenio.de](http://www.virtenio.de) the services and runtime as well as availability are described in detail.

**2.2** The provision of the services shall be effected via the VIRTENIO hardware, in particular via the SIM card (s) and/or International Mobile Station Equipment Identity (IMEI) installed there ("SIM card") as well as the customer portal accessible via Internet using an Internet browser (Mozilla Firefox). The services are therefore partly geographically limited to the receiving and transmitting range of the VIRTENIO hardware among each other, as well as the radio stations operated by the provider, and can be impaired in particular by atmospheric conditions, topographical conditions, the position of the VIRTENIO hardware as well as obstacles (e. g. bridges and buildings). In addition, the provision of services requires the functionality and operational readiness of the terrestrial mobile radio network or satellite network required for the installed SIM card.

**2.3** Depending on the scope of services booked by the customer, VIRTENIO shall link the sensor data determined, stored and transmitted by the customer to the user's customer account and make them available to the customer via the web portal for access. VIRTENIO reserves the right to modify the scope of a service provided that this modification is acceptable to the customer in view of the total scope of the agreed service. A modification of the scope of services is acceptable, for example, if there are technical innovations on the market for the owed services or if third parties from whom VIRTENIO obtains necessary preliminary services for the provision of their services change their offer of services. In the event of a further modification of the scope of services, the customer may terminate this service within one month after receipt of the notification of change and, in accordance with Clause 4, free of charge.

**2.4** In order to enable VIRTENIO to provide the customer with additional sensor data retroactively, all data ascertainable by the VIRTENIO hardware - in addition to the scope of services booked by the customer - are acquired, stored and transferred to the VIRTENIO Cloud. However, VIRTENIO does not guarantee that these additional sensor data - which are not part of the booked scope of services - have been partially

or completely recorded and/or are available and can be made available to the customer retroactively.

**2.5** The hardware sold by VIRTENIO is installed, commissioned and tested by the customer himself. Excluded from this are those components which are marked with "Installation by VIRTENIO or one of the VIRTENIO business partners". The risk shall pass to the customer upon delivery. In the case of shipment purchase, the risk of accidental loss shall pass to the customer upon handover to the transport person, if the customer is a businessman. Delay in acceptance is equivalent to handover.

**2.6** VIRTENIO is entitled to deliver manuals and user guides on the subject matter of the contract, if necessary on data carriers, for example on CD-ROM, or to make them available as downloads.

**2.7** VIRTENIO is entitled to send the customer information on a regular basis via e-mail containing, among other things, important technical information relating to the VIRTENIO services. Customers may unsubscribe from receiving such customer information at any time.

**2.8** VIRTENIO is entitled in order to keep its services or improve the functionality of the VIRTENIO hardware, in particular its stability or to extend the functionality of the VIRTENIO hardware and services, to install firmware updates on the VIRTENIO hardware without consulting the customer, as well as to perform maintenance queries and query commands for system-relevant processes, and to change the data collection interval on the VIRTENIO hardware. This may cause the function operation of the sensor data acquisition or other controllers of the VIRTENIO hardware to be temporarily interrupted. Claims of the customer due to any missing sensor data are excluded, as long as it is not a matter of substantial downtimes.

Fundamental or significant system adaptations or functional interruptions are carried out exclusively after consultation with the customer.

### 3. Use of the services

**3.1** The customer is not allowed to use the services for illegal purposes and will not allow third parties to do so. The customer must pay particular attention to compliance with the applicable legal regulations, e. g. in the case of monitoring of public spaces or, insofar as the monitoring also concerns such spaces.

**3.2** The Customer is only allowed to operate the VIRTENIO hardware with a SIM card provided by VIRTENIO. Furthermore, the Customer is allowed to use this SIM card exclusively with the VIRTENIO hardware and exclusively for the provision of services by VIRTENIO.

**3.3** The customer must inform VIRTENIO immediately in writing of the loss (especially theft). The destruction and unauthorized third party use of VIRTENIO Hardware, in which a SIM card is included in the delivery condition, must be reported to VIRTENIO in writing. In such cases, VIRTENIO will immediately block the user's access authorization for this SIM card. In the event of immediate notification, the Customer is only liable for the services used by third parties until receipt of the notification and only up to an amount of EUR 250.00. If the Customer culpably omits immediate notification, he is liable for the costs of third party use, in particular of the included SIM card, which would have been avoidable if notification had been given in a sufficiently timely manner. The limitation of liability in terms of amount is not valid if the customer or a vicarious agent has deliberately or grossly negligently caused the loss or unauthorized third-party use of the SIM card.

**3.4** The Customer bears the costs of misuse of the SIM card.

**3.5** The services are linked to customer's hardware purchased from VIRTENIO and are not allowed to be transferred to other hardware or used together with other hardware. Furthermore, the data captured or transmitted by VIRTENIO Hardware is not permitted to be read, intercepted or redirected to other hardware by the Customer; in particular, any modification of the hardware/software, reverse engineering and any other improper use is prohibited.

**3.6** If VIRTENIO recognizes a non-contractual use of the VIRTENIO hardware or if there is a suspicion of such use, VIRTENIO is entitled to deactivate the VIRTENIO services and the VIRTENIO hardware. The VIRTENIO hardware is also equipped in such a way that it can automatically delete the data stored therein if the hardware is not used as intended.

### 4. Deactivation of services, termination of the VIRTENIO service contract

**4.1** The Customer can cause VIRTENIO to deactivate the services relating to the Customer Portal and the SIM card installed in VIRTENIO hardware. If the customer wishes to deactivate further functions of the VIRTENIO hardware and these cannot be deactivated by VIRTENIO via remote access, the deactivation must be carried out by the customer himself in accordance with the instructions of VIRTENIO. VIRTENIO is not obliged to deactivate the system at the customer's site. At the request of the customer, VIRTENIO offers to deactivate the VIRTENIO

hardware for a pre-payment of expenses, if the customer sends the hardware to VIRTENIO for this purpose.

**4.2** In general, the services have a term of two years and are tacitly extended by one year, provided that the customer does not terminate with a period of notice of three months to the end of the respective term. The right to extraordinary termination for good cause, the declaration of which requires written form, remains unaffected.

## 5 VIRTENIO Customer Portal

**5.1** Under the Internet address [www.virtenio.de](http://www.virtenio.de), VIRTENIO makes the Customer Portal available to the Customer. The use of the customer portal requires the registration of a user account and a login with user name and password.

**5.2** Through the Customer Portal, the Customer can view the status of the services activated for his hardware and use the functions provided. For this purpose, it is necessary that the customer's user account is linked to the corresponding VIRTENIO hardware, for which the customer has ordered the services and over which the services are to be used. The customer must provide VIRTENIO with the necessary data for this assignment, such as the serial number of the hardware.

## 6. Obligations of the customer

**6.1** The customer must retrieve data stored in the customer portal at appropriate intervals and store it on his own computers. VIRTENIO is not obliged to keep the data available for access beyond a period of 12 months. VIRTENIO is allowed to delete this data after a period of 12 months without consulting the customer.

**6.2** The customer is obliged to check the functionality of the sensor data recording regularly and will inform VIRTENIO immediately as soon as the customer becomes aware of any malfunctions.

**6.3** VIRTENIO is entitled to delete the Customer's access to the Customer Portal after a period of 2 years of inactivity (no login to the Customer Portal) and to release the Customer's user name and make it available to other Customers.

**6.4** The customer is informed that it is his responsibility to perform a data backup at regular time intervals. The customer must carry out a complete data backup, in particular before starting any work on the computer system or prior to the installation of hardware. This also applies to hardware he receives from VIRTENIO within the scope of warranty and maintenance.

**6.5** The Customer indemnifies VIRTENIO upon first request from all claims of third parties asserting these against VIRTENIO and/or the aforementioned third parties, insofar as these claims are based on or in connection with an infringement of the aforementioned obligations or the unlawful use of the contractual services by the Customer. If the customer recognises or must recognise that such an infringement is imminent, VIRTENIO must be informed immediately. The costs of legal proceedings are also included in this indemnity claim.

**6.6** If the customer violates his contractual obligations, VIRTENIO is entitled to take all necessary actions to eliminate any misuse including blocking of all accesses. In the event of misuse, VIRTENIO is also entitled to extraordinary termination of the contract.

## 7a. Sale of VIRTENIO hardware

**7a. 1** Insofar as the customer purchases VIRTENIO Hardware, any SIM cards installed there remain the property of VIRTENIO. In the event of resale of VIRTENIO hardware by the customer to third parties, the customer is obliged to explicitly inform the third party of this ownership situation. In the event of a sale, the Customer remains responsible for any misuse of the SIM card, unless VIRTENIO has consented to the transfer of the SIM card.

**7a.2** The Customer may not transfer its existing service contract with VIRTENIO to a third party without the consent of VIRTENIO. This also applies if the customer sells his VIRTENIO hardware to a third party or passes it permanently to a third party. If VIRTENIO has lent hardware to the customer, passing on this hardware to third parties is prohibited, unless the purpose of the contract requires the temporary passing on to third parties.

**7a. 3** In the event of the sale or permanent transfer of VIRTENIO Hardware to a third party, the Customer has to ensure that all personal data stored in the VIRTENIO Hardware and its customer portal is deleted. In addition, the customer must also remove the linkage between the VIRTENIO hardware and his user account (cf. 5.2). Refer to the respective user manual for more information.

**7a. 4** The Customer must inform the third party to whom he sells his VIRTENIO hardware or to whom he passes on his VIRTENIO hardware permanently, of all services which have not yet been deactivated.

**7a. 5** The sale or passing on of the VIRTENIO Hardware to a third party has no influence on the term of the VIRTENIO Service Contract and does not constitute a special right of termination. If the customer discontinues his own use of the service before the end of the term, the price paid for it will not be refunded to him proportionately.

**7a. 6** The Customer is advised that any improper operation or alteration of the VIRTENIO hardware can lead to malfunctions or changes in the functioning of the VIRTENIO hardware. Should this result in damage to VIRTENIO or third parties, e. g. due to the transmission of faulty data, due to interference with other radio communication devices, in particular other VIRTENIO hardware, due to an increase in the volume of data transmitted, or should other interference/changes occur, the customer is liable for the damage caused thereby.

When using the VIRTENIO hardware and the VIRTENIO web portal, the customer must therefore observe the following:

- a) The VIRTENIO hardware must be handled, used and maintained carefully and in accordance with the operating instructions; the same applies to the use of the VIRTENIO web portal;
- b) The VIRTENIO hardware must only be used for purposes for which it is suitable, no parts must be removed, modified or marked;
- c) No work on the VIRTENIO hardware itself or by third parties is to be carried out without the consent of VIRTENIO;
- d) The VIRTENIO hardware has to be adequately protected against damaging weather conditions during outdoor use;
- e) The VIRTENIO hardware must be properly and professionally maintained and serviced;
- f) Appropriate precautions are to be taken to prevent and reduce damage;
- g) Before putting the VIRTENIO hardware into operation and before using the VIRTENIO web portal, carefully read and follow the operating instructions and safety instructions.

## 7b. Rental of VIRTENIO Hardware

**7b. 1** The customer is obliged to treat and use the rented object as carefully as a reasonable owner who is aware of the value retention from the time of delivery. In particular, the customer is obliged to pay his costs,

- a) to handle, use and maintain the rented object carefully and in accordance with the instructions for use;
- b) to use the rented object only for purposes for which it is suitable and not to remove, modify or mark any parts;
- c) not to carry out any work on the rented item itself or by third parties without the consent of VIRTENIO;
- d) to adequately protect the rented equipment against damaging weather conditions during outdoor use;
- e) to adequately secure the rented object against theft and damage;
- f) to ensure proper and professional maintenance and care of the rented object;
- g) take appropriate precautions to prevent and reduce damage;
- h) not to rent or lend the rented object to third parties;
- i) read the operating instructions and the safety instructions carefully before putting the rental equipment in operation and observe them.

**7b. 2** The customer is not authorized to hand over rented items to third parties for use without the prior consent of VIRTENIO.

**7b. 3** The customer is not permitted to make any technical changes to the rented item. VIRTENIO's markings or seals must not be removed by the customer. The customer is not authorized to change the optical appearance of the rented object, especially non-removable stickers or adhesive film or other modifications.

**7b. 4** The customer must immediately notify VIRTENIO of the loss or damage to the rented property and, in the event of a criminal offence, notify the responsible police authority.

**7b. 5** The customer is not entitled to sublet the rented object or to grant third parties rights to the rented object or to assign rights from the rental agreement. Should a third party assert a claim on the rented object by confiscation, seizure or similar rights, the customer is obliged to inform VIRTENIO immediately. The third party must be notified by the customer in writing of the ownership of VIRTENIO.

**7b. 6** Downtimes of the rented object, which are caused by improper operation or treatment for which the customer is responsible, or other defects caused by non-contractual use for which the customer is responsible, do not entitle the customer to a rent reduction.

**7b. 7** The customer takes over and uses the rented object at his own risk. The customer is obliged to take appropriate precautions to prevent

and reduce damages. The customer is liable for lost or stolen rental objects.

**7b. 8** The Customer is responsible to VIRTENIO from the moment of taking over until the return for all damage to the rental item and its loss. He is obliged to inform VIRTENIO of such circumstances immediately by telephone and then within 24 hours in writing.

**7b. 9** The Customer is the owner of the rented object during the rental period and is responsible for all resulting costs.

**7b. 10** The rental contract is agreed for an indefinite time. The minimum term is 24 months. The rental contract can be terminated in writing by both parties with a period of notice of 3 months to the end of the month. The right to extraordinary termination for good cause, especially in accordance with § 543 of the German Civil Code, remains unaffected for both parties.

**7b. 11** If VIRTENIO terminates the rental contract for good cause without notice, VIRTENIO can assert a lump-sum claim for damages amounting to 75 % of the monthly rent, which would have accrued by the next regular termination date. The customer can provide the lump sum as proof that the damage did not occur at all or is considerably lower than the lump sum. VIRTENIO expressly reserves the right to prove further damage. In the event of termination without notice, VIRTENIO has the right to reclaim the rental item immediately.

**7b. 12** The customer is obliged to return the rented item after termination of the rental contract in a contractual and proper condition, in particular ready for operation and cleaned, with all parts and accessories listed in the delivery note to VIRTENIO. Unless otherwise agreed, the return of the rented object must be effected at the place where the rented object is handed over or by post to VIRTENIO's head office. In the event of return on own behalf, the customer is liable for any possible loss or damage to the rental item or its accessories.

**7b. 13** VIRTENIO can submit a purchase offer for the rented VIRTENIO hardware to the customer at the end of the rental contract. If an agreement on the purchase is concluded before the expiry of the rental agreement, the conditions specified in section 7b. 12 of the mentioned return obligations will not apply.

**7b. 14** If the customer does not return the rented object immediately after termination of the rental contract, VIRTENIO is entitled to charge a one-time lump-sum claim for damages for each of the rented objects in the amount of the retail price of the respective object valid at the time of delivery:

However, invoices will only be issued if VIRTENIO has demonstrably complied with its obligation to inform the customer. The customer can counter this lump-sum with proof that the damage did not occur at all or is considerably lower than the lump sum. VIRTENIO expressly reserves the right to prove further damage.

**7b. 15** If the Customer is unable to return the rented object for reasons for which he is responsible, the Customer is obliged to pay VIRTENIO damages. In the event that the customer has given a security deposit, VIRTENIO is entitled to withhold the claim for damages from the security deposit in accordance with the preceding sentence.

**7b. 16** The customer is liable for all damages for which he is responsible, which arise due to a violation of the obedience and due diligence obligations caused by him or the transfer of use to third parties by these third parties.

**7b. 17** In case of willful damage and loss of the rented object the customer has to pay corresponding claims for damages.

## 8. Prices and payment

**8.1** The service charges become payable upon receipt of the invoice. The invoice amount must be credited to the bank account of VIRTENIO within 14 days after receipt of the invoice.

**8.2** VIRTENIO is entitled to raise the prices at any time after prior written notice with a period of six weeks. Within the scope of this advance notice, the customer will be informed of his right to object to the price increase. In addition, he is also informed of the consequences associated with the right of objection being exercised or not being exercised. The changed price applies if the customer does not object to the changed price within four weeks. The contractual relationship will then be continued with the changed conditions/prices. If the customer objects in time, both parties have the right to terminate the contract with one month's notice to the end of the month. Unless expressly agreed otherwise, the prices are fixed prices.

**8.3** If the charges or their components (e. g. increase in value added tax) change at a time within the billing month, the service period is billed separately from the start of the billing month to the time of change and the service period from the time of change to the end of the billing month.

**8.4** In the event of a default of payment, VIRTENIO is entitled to charge interest to consumers in the amount of 5 percentage points above the respective base rate per annum and to companies in the amount of 8

percentage points above the respective base rate per annum. VIRTENIO reserves the right to prove and assert a higher damage caused by delay to companies. In the event of default of payment, VIRTENIO is further entitled to discontinue the services and, in addition, to deny access to the Customer Portal immediately, unless a denial of access would violate good faith due to the relative insignificance of the part in arrears; the Customer remains obligated to pay the agreed price for the duration of the suspension.

In the event of default of payment, VIRTENIO is furthermore entitled to demand a reminder fee in the amount of EUR 15.00 for each reminder, unless the customer proves that no damage has occurred at all or in a considerably lower amount. If VIRTENIO can prove a higher damage caused by default of payment, VIRTENIO can also claim this.

**8.5** The customer may only set off claims from VIRTENIO against counterclaims which are undisputed or have been legally established. The customer may only exercise a right of retention if his counterclaim is based on the same contractual relationship. The assignment of claims of the customer against VIRTENIO to third parties is excluded.

**8.6** For payment by direct debit (SEPA Direct Debit) the following applies:

The customer authorizes VIRTENIO by a corresponding explicit declaration to debit the fees and charges from the specified bank account (collection authorization / SEPA mandate). The notice of direct debit (preliminary information / "prenotification") will be given at the latest 5 working days before the debit is made, usually with the invoice. The debit will be made at the earliest 5 working days after the invoice date. The invoice will be sent to the customer by e-mail or by post. The customer must ensure that sufficient credit is available on the specified account so that the outstanding amounts can be debited.

The amount debited may, in individual cases, deviate from the amount notified in the advance information of an individual invoice if a.) the SEPA mandate has been granted for several contractual relationships, b.) a separate billing/invoice has been issued for each contractual relationship and separate advance information has been provided, and c.) the same due date of each individual invoice is given in each case, i. e. for the sum of the individual invoices (total amount).

In case of payment of the fees by direct debit, VIRTENIO charges EUR 6.95 for each return direct debit if the customer is responsible for the return direct debit, unless the customer can prove that no damage has occurred at all or in a considerably lesser amount.

## 9. Warranty for VIRTENIO Hardware

**9.1** The customer has to document any defects that may have occurred in a meaningful manner and to report them in writing, in particular by documenting any displayed error messages. He has to carry out a problem analysis and troubleshooting according to the operating instructions. The customer shall support VIRTENIO to the best of its ability in the event of a possible remedy of defects.

**9.2** The corporate customer has to notify obvious defects within two weeks in writing to VIRTENIO after delivery of the goods. In order to comply with the deadline, timely dispatch is sufficient. After the expiry of this period without complaint, the assertion of the warranty claim is excluded.

**9.3** The customer is obligated before eliminating errors, in particular prior to hardware exchange, to completely back up programs, data and data carriers, if necessary to remove them.

**9.4** In principle, the warranty does not cover defects caused by external influences, operating errors or unauthorized changes, additions, installation or removal, repair attempts or other manipulations.

**9.5** Insofar as there is a material defect, the customer shall be entitled to the following claims:

(i) the right to subsequent performance. VIRTENIO shall decide at its own discretion whether subsequent performance is to be effected by rectification of the defect or by new delivery or new production. VIRTENIO will take into account the customer's interests,

(ii) in the case of continuing obligations and the existence of statutory requirements, the right to a reduction in current remuneration as well as after failure of subsequent performance to terminate the contract and/or compensation for damages. For any claims for damages by VIRTENIO, the provisions set out in section 10 of this contract shall apply,

(iii) in the case of purchase services or work performances following failure of subsequent performance, the right to a reduction in remuneration, withdrawal from the contract and/or compensation for damages. For any claims for damages by VIRTENIO, the provisions set out in section 10 of this contract shall apply.

**9.6** The warranty period is one year for companies and two years for consumers from delivery of the goods.

The statutory time limits for recourse pursuant to § 479 BGB (German Civil Code) remain unaffected by this. This also applies if (i) longer limitation periods are provided for in accordance with § 439 (paragraphs 1) no. 2 of the German Civil Code and § 634a (paragraph 1) no. 2 of the German Civil Code (BGB), (ii) in the case of intentional or grossly negligent breach of duty by VIRTENIO, (iii) in the case of fraudulent concealment of a defect, (iv) in the cases of injury to life, limb or health, and (v) in the case of damage to life, as defined by law.

Unless otherwise agreed, VIRTENIO does not assume any warranties in the legal sense. Manufacturer's warranties remain unaffected by this.

**9.7** VIRTENIO may demand reimbursement of its expenses (e. g. for processing fault or error messages) from the customer, provided that

- (i) it acts on the basis of a fault or error message without a defect being present, unless the customer was unable to identify with reasonable effort that there is no defect,
- (ii) a reported fault or defect is not reproducible or otherwise provable by the customer as a defect; or
- (iii) additional expenses have been incurred due to improper fulfilment of the (co-operational) obligations of the customer.

**9.8** If VIRTENIO provides consulting and/or other services, the customer shall not be entitled to any claims against VIRTENIO for any material defects. For claims for damages and/or claims for reimbursement of expenses by the customer due to such services, the provisions set out in clause 10 apply.

## 10. Liability

**10.1** In the event of slight negligence, VIRTENIO is only liable for the breach of such obligations, the fulfilment of which is essential for the proper execution of the contract and on which the customer may regularly rely, whereby liability is limited to the replacement of the contract-typical and foreseeable damage. Typical and foreseeable for this type of contract is a loss of up to EUR 12,500.

**10.2** The personal liability of the legal representatives, vicarious agents and employees of VIRTENIO for damage caused by them as a result of slight negligence will also be limited to the scope described by Clause 10.1 below.

**10.3** The liability of VIRTENIO in the event of fraudulent concealment of a defect, from the assumption of a guarantee or a procurement risk and in accordance with the German Product Liability Act remains unaffected. Limitation of liability does not apply in cases of intent, gross negligence or injury to life, limb or health.

**10.4** If VIRTENIO or the persons named in Clause 10.2 according to Clause 10.1, the liability for each case of damage is limited in amount as follows:

- (i) in the event of any loss of data that has already been stored to the amount of the typical recovery effort that is required for regular and dangerous data backup by the customer, up to a maximum of EUR 25,000.00.
- (ii) for all other damages up to a maximum of EUR 50,000.

This limitation of liability is not applicable if the customer informs at the moment of placing the order and prior to commencement of the performance by VIRTENIO, VIRTENIO in writing about a higher value of the services to be rendered and VIRTENIO does not contradict this value.

**10.5** VIRTENIO does not assume any liability for the correctness and up-to-dateness of the data and information transmitted via the services. The same applies to the consequences of disturbances, interruptions and functional impairments of the services for which VIRTENIO is not responsible.

**10.6** The customer is aware that the measurement data stored in the VIRTENIO hardware may be read out by third parties, or that the transmitted data can be intercepted or read out in the customer portal. VIRTENIO is not liable for any damages resulting from this, unless VIRTENIO has not taken the necessary care in protecting the data against unauthorized access by third parties.

## 11 Retention of title for the purchase of hardware

**11.1** All delivered goods remain the property of VIRTENIO until the purchase price has been paid in full. No transfer of ownership takes place with regard to SIM cards that are included. In the case of contracts with companies, VIRTENIO reserves the right to ownership of all delivered goods until all claims arising from the current business relationship have been settled in full. If the customer defaults on payment, VIRTENIO is entitled - without prejudice to any other rights - to withdraw from the contract and demand the service rendered.

## 12. Data collection, storage, use and security

**12.1** VIRTENIO gathers, stores and uses the customer's personal data within the framework of the statutory provisions insofar as this is necessary for the establishment, content design or modification of the contractual relationship (customer data) and the provision and invoicing (usage data) of the services within the scope of the purpose of the contractual relationship.

**12.2** Insofar as VIRTENIO gathers, processes or uses personal data within the scope of the use of the services covered by the contract and no legal act of permission intervenes, the necessary consent of the party concerned is to be obtained.

**12.3** In order to establish and execute a contractual relationship, the name, address, date of birth, e-mail address, telephone number and bank account information as well as the user's password (customer data) and the data transmitted by VIRTENIO Hardware (usage data) are typically required.

**12.4** As far as necessary, VIRTENIO is entitled for recognizing, restricting or eliminating disturbances or faults in telecommunication systems to collect and use the existing data or communication data of the participants and users.

**12.5** Where necessary VIRTENIO is entitled in the case of actual indications moreover to collect and use the customer and communication data which are required to detect and prevent illegal utilisation and to assert claims against the user.

**12.6** The customer must notify VIRTENIO immediately of any changes to the personal data concerning the contractual relationship and the billing of the services.

**12.7** VIRTENIO is entitled to store and use usage data required for the proper billing of the services (billing data) beyond the end of the usage process until completion of billing.

**12.8** In order to be able to provide the service in accordance with the customer's requirements, the customer agrees that the use of the services as well as the data transmitted by VIRTENIO Hardware to the VIRTENIO web servers, in addition to the fulfilment of the purpose of the service contract, may also be anonymously stored, used, in particular combined and related to other data and that this form of data may also be passed on to third parties. Such anonymized data can be used by VIRTENIO beyond the end of the service. Any existing rights of revocation of the customer remain unaffected by this regulation.

**12.9** Existing data that has been collected within the framework of a contractual relationship are usually deleted at the end of the calendar year following the end of the contractual relationship. If existing data is required to meet current legal, statutory or contractual retention periods, we block the data.

**12.10** Non-anonymous or non-pseudonymised usage or traffic data are usually deleted after termination of the contractual relationship. This does not affect the provisions on the possible earlier deletion of such data.

**12.11** Billing data may be transmitted to other service providers and third parties as far as this is necessary for determining the remuneration and billing. VIRTENIO is entitled to transmit the billing data to a third party who has been instructed to collect the remuneration, insofar as it is necessary for this purpose. Subject to the provisions in force in this regard, VIRTENIO is also entitled to provide information to law enforcement authorities and courts for the purpose of prosecution.

**12.12** VIRTENIO shall provide the customer with information about the data stored on his person free of charge and without delay upon request. The customer can contact VIRTENIO for this purpose.

## 13 Copyrights, retention of title

**13.1** VIRTENIO grants the customer a simple, non-transferable right of use limited in time to the term of the corresponding contractual relationship to its own and third-party software, programs or scripts made available to it. Software implemented in VIRTENIO hardware is only allowed to be used within the scope of the actual implementation and only with the respective VIRTENIO hardware. Any use for other purposes or with other hardware is expressly prohibited. The customer is going to delete copies of any software provided after termination of the contractual relationship and is not going to use them any further. For Open Source programs, these terms and conditions do not apply, only the corresponding license terms apply.

## 14. Contact possibility

**14.1** VIRTENIO Customer Service may be reached at [www.virtenio.de](http://www.virtenio.de) The VIRTENIO telephone hotline is usually available from 10:00 to 18:00. The telephone number is provided on the VIRTENIO website at [www.virtenio.de](http://www.virtenio.de).

## 15. Cancellation instruction for consumers

15.1 If the customer upon conclusion of a contract with VIRTENIO is to be regarded as a consumer within the meaning of the German Civil Code, the following right of withdrawal applies:

### Right of withdrawal

**You have the right to revoke this contract within fourteen days without giving any reasons.**

### The revocation period is fourteen days

(a) in the case of a service contract or a contract for the delivery of digital content which is not delivered on a physical medium: from the date of conclusion of the contract;

(b) in the case of a contract of sale, from the day on which you or a third party named by you, other than the carrier, have taken possession of the goods or has taken possession of them;

(c) in the case of a contract for more than one goods which you have ordered under a single order and which are delivered separately, from the day on which you or a third party named by you who is not the carrier have or has taken possession of the last goods;

(d) in the case of a contract for the delivery of goods in several partial consignments or pieces, from the day on which you or a third party named by you, other than the carrier, took possession of the last partial consignment or piece;

(e) in the case of a contract for the regular delivery of goods over a fixed period of time, from the date on which you or a third party named by you who is not the carrier have or has taken possession of the first goods;

In order to exercise your right of revocation, you must inform us at VIRTENIO's head office by means of a clear declaration (e. g. a letter sent by post, fax or e-mail) of your decision to revoke this contract. You can use the attached sample revocation form, which is not mandatory.

In order to comply with the cancellation deadline, it is sufficient for you to send the notice of cancellation prior to the expiry of the cancellation deadline.

### Consequences of the revocation

If you revoke this contract, we will refund to you immediately all payments we have received from you, including the delivery costs (except for the additional costs resulting from your choice of a different type of delivery than the cheapest standard delivery offered by us), within fourteen days from the day we receive notice of your cancellation of this contract. We will use the same means of payment for this repayment as you used in the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment. We may refuse to refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us without delay and in any case no later than within fourteen days of the day on which you inform us about the revocation of this contract. The deadline is met if you send the goods before the end of the 14-day period.

You bear the direct costs of the return of the goods. They shall only be liable for any loss in value of the goods if this loss in value is due to a handling of the goods which is not necessary in order to check their condition, properties and functioning.

If you have requested that the services should start during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of services already provided up to the time you inform us of the exercise of the withdrawal right with respect to this contract, compared to the total amount of services provided in the contract.

## 16 Jurisdiction and applicable law

16.1 The exclusive place of jurisdiction for all claims arising from the business relationship with companies is Berlin.

16.2 The same place of jurisdiction applies if the customer does not have a general place of jurisdiction in Germany, moves his domicile or habitual residence out of the country after conclusion of the contract or if his domicile or habitual residence is not known at the time of bringing an action.

16.3 For all disputes arising from or on the basis of this contractual relationship, German law applies excluding the UN Convention on Contracts for the International Sale of Goods. This choice of law shall apply only to the extent that, as a consequence, non-compulsory

applicable consumer protection regulations of the state in which the consumer is habitually resident at the time of his order are withdrawn.

16.4 Should individual provisions of these regulations be ineffective or unenforceable or become ineffective or unenforceable after conclusion of the contract, this shall not affect the validity of the rest of the contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision, the intended effect of which comes closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions will also apply in the event that the contract proves to be incomplete.

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If you want to cancel the contract, please fill in the following form and send it back to VIRTENIO

### Withdrawal form

Send to:

Virtenio GmbH  
Bühringstraße 12  
13086 Berlin  
Germany

Fax: +49 30 577 088 529

E-Mail: info@virtenio.de

I/We (\*) hereby revoke my/our (\*) contract for the purchase of the following goods (\*) or the provision of the following services (\*)

---

Ordered on (\*)/received on (\*)

---

Name of the consumer (s):

---

Address of the consumer (s):

---

Signature of the consumer (s) (only for communication on paper)

---

Date

---

(\*)Delete where not applicable.

## General terms and conditions of VIRTENIO GmbH

### Appendix I

#### 1. Scope of mobile communications services

**1.1** The customer is aware that VIRTENIO uses subcontractors for the provision of services.

**1.2** SIM cards contained in VIRTENIO goods are only allowed to be used by the customer for the pre-defined purpose of automatic data exchange with the pre-defined communication destination (VIRTENIO Cloud). Connections for a purpose other than this communication, such as data communication, voice connections, use of voice mailbox, directory enquiry services, etc. as well as connections to other devices not listed here are not permitted.

**1.3** The customer is familiar with the fact that the VIRTENIO hardware communicates with the VIRTENIO cloud via a wireless network and that the reliability and maximum transmission rate therefore depend on the network technology available on site as well as the technical and geographical conditions at the place of use.

**1.4** Temporary disruptions or interruptions of third party telecommunications equipment used by VIRTENIO for the fulfilment of its obligations may result from force majeure, including strikes, lockouts and official orders as well as from technical modifications to the equipment of the network operators or from other actions necessary for the proper operation of the network. In addition, VIRTENIO is entitled to temporarily suspend all or part of its contractual services, insofar as this is necessary for proper network operation. All reasonable efforts will be made to rectify faults or have them rectified as soon as possible.

**1.5** The customer is familiar with the fact that the SIM cards and network services covered by the contract are not fault-tolerant. The customer will therefore not use this equipment, either directly or indirectly, in the area of so-called "high risk use", i. e. in particular in connection with nuclear facilities, chemical plants, the control or monitoring of aircraft, mass transport vehicles, communication systems, direct or indirect life support equipment, weapon systems, medical services or other IT systems and/or services, in which the malfunction of the software could cause injury to life, limb or health and/or disproportionately high assets and/or the damage to the environment.

**1.6** VIRTENIO reserves the right to change the numbers assigned to the SIM cards contained in the VIRTENIO hardware, even if they have already been assigned to a subscriber, if this is due to technical reasons or legal or contractual requirements. VIRTENIO will endeavour to inform the customer in a timely manner of such a change.

**1.7** In Germany, the networks of Vodafone, Telekom and O2 are currently available. In the EU, the networks of zone 1A are available, outside the EU, the networks of zones 1A + 1B and 2 are available. The customer is not entitled to the use of certain networks. VIRTENIO is entitled to change the networks provided at any time without prior notice.

#### 2. Blocking of the wireless service

**2.1** VIRTENIO reserves the right to discontinue contractually agreed services, in particular to block the customer's access to the wireless network completely or temporarily if

- a.) the customer gives cause for termination of the contract without notice,
- b.) there are indications that the service is being used improperly,
- c.) the customer impairs by a culpable act or omission the quality of the service or disrupts the function of the service,
- d.) a danger threatens to the equipment of VIRTENIO or its subcontractors, in particular the switching system, from retroactive effects of end devices or a danger to public safety,
- e.) the requirements of the regulations of § 45k paragraphs 2f. German Telecommunications Law and/or § 45o sentence 3 German Telecommunications Law are fulfilled.

**2.2** VIRTENIO is entitled to block the connections completely - also for the protection of the customer - in the event that a not agreed exceedance of the customer's respective usage standard is registered (§ 45k paragraph 4 TKG).

#### 3. Duration of contract, termination

**3.1** The right to extraordinary termination exists for VIRTENIO in particular if roaming partners or contractual partners of VIRTENIO's subcontractors discontinue their services for reasons for which VIRTENIO is not responsible.

#### 4. Obligations of the customer, indemnity

**4.1** The customer undertakes not to misuse the access to the services or the services themselves only for the purpose of establishing the above-mentioned connections between VIRTENIO Hardware and VIRTENIO Cloud, in particular not to transfer any malicious software, illegal advertising, chain letters or other harassing messages, and not to infringe any rights of third parties, in particular proprietary rights (e. g. copyrights and trademark rights). The customer is not permitted to forward connections made by a third party whatever their nature and origin via switching or transmission systems (e. g. by means of SIM boxing) using the SIM card purchased from VIRTENIO or a third party named by VIRTENIO.

**4.2** The resale of SIM cards or services provided by VIRTENIO on the basis of this contract is not permitted without the written consent of VIRTENIO. It is also inadmissible to transfer or sublet the contractual services to third parties.

**4.3** The customer must inform VIRTENIO immediately if the SIM card is lost or used by unauthorized third parties.

## General terms and conditions of VIRTENIO GmbH

### Appendix 2

#### 1. General information

1.1 Within the framework of the VIRTENIO customer portal, VIRTENIO uses computers that are permanently connected to the Internet (web server). The information stored on the web servers can be accessed worldwide via the computer communications network Internet.

1.2 The customer is familiar with the fact that VIRTENIO uses subcontractors for the provision of services.

#### 2. Scope of services customer portal

2.1 VIRTENIO provides services itself or through third parties in accordance with the details of the services published at the time of ordering.

2.2 Access to VIRTENIO's web servers is done via the Internet and requires existing Internet access on the part of the customer. VIRTENIO does not charge any fees for access to VIRTENIO's web servers via the Internet (Mozilla Firefox). The costs for the provision of the information available on the web servers by VIRTENIO or any third party costs for access to the Internet and data transport (traffic) remain unaffected.

2.3 VIRTENIO provides an account to the customer with which he can retrieve the information stored for him on the web server around the clock. This access is password protected. The customer undertakes to keep the password strictly confidential and to inform VIRTENIO immediately as soon as it becomes aware that unauthorised third parties have become aware of the password.

2.4 VIRTENIO assures that the accessibility of the physical connection of the web servers is 99% on an annual average, unless otherwise agreed in the service description. Excluded from this are times in which the web server cannot be reached via the Internet due to technical or other problems beyond VIRTENIO's control. Disturbances of the services may occur due to force majeure, including strikes, lockouts and official orders, as well as due to technical and other actions that are necessary, for example, at the equipment of VIRTENIO, its business partners or the network operator for a proper operation or an improvement of the services (e. g. maintenance, repair, system-related software updates, extensions). Disturbances of the services can also result from short-term capacity bottlenecks due to peak loads on the services or from disturbances in the area of third party telecommunications systems. VIRTENIO will make every reasonable effort to remedy such disruptions without delay or to work towards their elimination.

2.5 VIRTENIO currently uses data centres in various countries within the European Union and reserves the right to use data centres also in other countries. The web servers in these data centers are connected to the Internet via a complex network infrastructure. The data traffic is routed through various active and passive network components (including routers, switches), each of which allows only a certain maximum throughput rate. This means that the traffic capacity for individual servers can be limited at certain points and not correspond to the maximum bandwidth theoretically available at the switch port. Unless otherwise agreed, VIRTENIO cannot guarantee the speed of transmission actually available for each server.

#### 3. Services of the customer

3.1 The Customer will always create up-to-date backup copies for any data provided for him by VIRTENIO on the web server.

3.2 If necessary and reasonable, the customer will cooperate in case of simple configuration changes, e. g. by entering the access data again.

#### 4. Deletion in case of cancellation

4.1 In the event of a termination, VIRTENIO has the right to destroy all data associated with the customer's account on the server or associated with this customer account as soon as the termination becomes effective.

#### 5. Data privacy

5.1 The customer agrees that his personal data (customer data) and other information concerning his usage behaviour (connection data) (e. g. time, number and duration of connections, access passwords, up- and downloads) will be stored by VIRTENIO for the duration of the contractual relationship, insofar as this is necessary for the fulfilment of the contractual purpose, in particular for billing purposes. The customer's telephone numbers are also stored within the customer's data in order to ensure that customers can be reached quickly in case

of urgent enquiries, to confirm orders and for general customer contact. The customer may object to such use of his data.

5.2 VIRTENIO undertakes to provide the customer on request at any time with complete and free-of-charge information about the stored data as far as it concerns him/her.

5.3 VIRTENIO expressly points out to the customer that data privacy for data transmissions in open networks such as the Internet cannot be comprehensively guaranteed according to the current state of the art. The customer is familiar with the fact that VIRTENIO is able to view the data stored on the web servers and, under certain circumstances, other customer data stored there from a technical point of view at any time. Also other Internet users may under certain circumstances be technically in a position to intervene unauthorisedly in network security and control the communication traffic.



**General terms and conditions  
of VIRTENIO GmbH**

**Appendix 3**

**Data Zone 1A: Preferred Networks EU**

Country	Network	MCC	MNC	TADIG
Austria	A1/Mobilkom	232	01	AUTPT
Belgium	Proximus	206	01	BELTB
Bulgaria	M-Tel	284	01	BGR01
Cyprus	Cytmobile-Vodafone	280	01	CYPCT
Czech Republic	Oskar-Vodafone	230	03	CZECM
Denmark	Tele Danmark Mobil	238	01	DNKTD
Estonia	Elisa	248	02	ESTRE
Finland	Alands Mobiltelefon AB	244	14	FINAM
Finland	Elisa	244	05	FINRL
France	Bouygues	208	20	FRAF3
Germany	Vodafone	262	02	DEUD2
Greece	Vodafone	202	05	GRCPF
Hungary	Vodafone	216	70	HUNVR
Iceland	Vodafone	274	02	ISLTL
Ireland	Vodafone	272	01	IRLEC
Italy	Vodafone	222	10	ITAOM
Latvia	Bite Latvija	247	05	LVABT
Liechtenstein	FL1	295	05	LIEMK
Lithuania	Bite GSM	246	02	LTUMT
Luxembourg	LUXGSM-Vodafone	270	01	LUXPT
Malta	Vodafone	278	01	MLTTL
Netherlands	Vodafone	204	04	NLDLT
Norway	Telenor	242	01	NORTM
Poland	Play	260	06	POLP4
Portugal	Vodafone	268	01	PRTTL
Romania	Vodafone RO	226	01	ROMMF
Slovakia	Orange	231	01	SVKGT
Slovenia	SI Mobil - Vodafone	293	40	SVNSM
Spain	Vodafone	214	01	ESPAT
Sweden	Telenor	240	08	SWEEP
Switzerland*	Swisscom	228	01	CHEC1
United Kingdom	Vodafone	234	15	GBRVF

\*Switzerland is not part of the EU, special pricing conditions apply. For details, please refer to your accountmanager.

**Data Zone 1B: Preferred networks outside of EU**

Country	Network	MCC	MNC	TADIG
Albania	Vodafone	276	02	ALBVF
Anguilla	Digicel	338	050	JAMDC
Australia	Optus	505	02	AUSOP
Australia	Vodafone	505	03	AUSVF
Brazil	TIM Brasil-Rio Norte	724	02	BRACS
Brazil	TIM Brasil-Centro Sul	724	04	BRASP
Brazil	TIM Brasil-Sao Paulo	724	03	BRARN
Brazil	Claro	724	05	BRACL
Canada	Bell Mobility	302	610	CANBM
Canada	Telus	302	220	CANTS
Chad	CELTEL	622	01	TCDCT
Chile	Entel PCS	730	01	CHLMV
China	China Unicom	460	01	CHNCU

China	China Mobile	460	00	CHNCT
Cote d'Ivoire	A-cell	612	02	CIV02
Congo	Airtel (celltel)	629	01	COGCT
Congo, Democratic Republic of the	Zain	630	02	CODCT
Egypt	Vodafone	602	02	EGYMS
Gabon	Zain Gabon	628	03	GABCT
Ghana	Ghana Telecommunications Company Ltd	620	02	GHAGT
Ghana	MTN	620	01	GHASC
Ghana	Zain Communication (Ghana)	620	06	GHAZN
Gibraltar	Gibtel	266	01	GIBGT
Guatemala	Claro	704	01	GTMSC
Guernsey	Airtel-Vodafone	234	03	GBRAJ
Hong Kong	3	454	03	HKGH3
Hong Kong	Hutchison	454	04	HKGHT
Hong Kong	Peoples	454	12	HKGPP
Hong Kong	SmarTone	454	06	HKGSM
India	Aircel Limited	405	800	INDI9
India	Vodafone - Delhi	404	11	INDE1
India (Andra Pradesh)	Vodafone - Mumbai	404	20	INDHM
India (Calcutta/Kolkata)	Vodafone - Kolkata	404	30	INDCC
India (Goa)	Vodafone - Maharashtra & Goa	404	27	INDBM
India (Gujarat)	Vodafone - Gujarat	404	05	INDF1
India (Kerala)	Vodafone - Kerala	404	46	INDBK
India (Tamil Nadu)	Vodafone - Tamil Nadu	404	43	INDBT
Indonesia	Indosat	510	01	IDNSL
Israel	Orange	425	01	ISR01
Japan	Softbank	440	20	JPNJP
Japan	NTT DoCoMo	440	10	JPNDO
Kenya	Celtel	639	03	KENKC
Kenya	Safaricom	639	02	KENSA
Korea, Republic Of	KT Freetel	450	08	KORKF
Lesotho	Vodacom Lesotho	651	01	LSOVL
Malaysia	Celcom	502	19	MYSCC
Malaysia	Celcom	502	13	MYSMR
Malaysia	Maxis Mobile	502	12	MYSBC
Mexico	Telcel	334	020	MEXTL
Mexico	Movistar	334	30	MEXMS
New Zealand	Vodafone	530	01	NZLBS
Panama	Cable & Wireless	714	01	PANCW
Peru	Claro	716	10	PERTM
Puerto Rico	AT&T	310	380	USAAT
Qatar	Vodafone Qtel	427	02	QATBI
Saudi Arabia	Al Jawal	420	01	SAUAJ
Singapore	M1	525	03	SGPM1
Singapore	Singtel	525	01	SGPST
Singapore	StarHub	525	05	SGPSH
South Africa	Vodacom	655	01	ZAFVC
Taiwan, Province of China	Chunghwa	466	92	TWNLD
Taiwan, Province of China	Far EasTone	466	01	TWNFE
Tanzania, United Republic of	Airtel Tanzania Limited (Celtel)	640	05	TZACT
Tanzania, United Republic of	Vodacom Tanzania Limited	640	04	TZAVC
Turkey	AVEA	286	03	TURIS
Turkey	Vodafone Turkey	286	02	TURTS
Ukraine	life:)	255	06	UKRAS
United States	Union Telephone Company	310	03	USAUN
United States	T-Mobile	310	260	USAW6

**Data zone 2: Other networks Europe**

Country	Network	MCC	MNC	TADIG
Austria	One	232	05	AUTCA
Austria	T-Mobile	232	03	AUTMM
Austria	Tele.Ring	232	07	AUTTR
Belgium	Base	206	20	BELKO
Belgium	Mobistar	206	10	BELMO
Bulgaria	Globul	284	05	BGRCM
Bulgaria	vivatel	284	03	BGRVA
Croatia (Hrvatska)	T-Mobile	219	01	HRVCN
Croatia (Hrvatska)	VIPnet	219	10	HRVVI
Cyprus	Areeba LTD	280	10	CYPSC
Czech Republic	Eurotel	230	02	CZEET
Czech Republic	T-Mobile	230	01	CZERM
Denmark	Sonofon	238	02	DNKDM
Desirade (French Antilles)	Orange Caraibe	340	01	GLP01
Desirade (French Antilles)	Digicel F	340	20	FRAF4
Estonia	EMT	248	01	ESTEM
Estonia	Tele2	248	03	ESTRB
Finland	Telia Sonera	244	91	FINTF
France	Orange	208	01	FRAF1
France	SFR	208	10	FRAF2
Germany	T-Mobile	262	01	DEUD1
Germany	O2	262	07	DEUE2
Greece	Cosmote	202	01	GRCCO
Greece	WIND	202	10	GRCSH
Hungary	T Mobile	216	30	HUNH2
Hungary	Telenor	216	01	HUNHI
Iceland	Siminn hf	274	01	ISLPS
Iceland	Nova	274	11	ISLNO
Ireland	O2	272	02	IRLDF
Italy	Telecom Italia Mobile	222	01	ITASI
Italy	Wind	222	88	ITAWI
Kosovo	Telekom Slovenije (Mobitel)	293	41	SVNMT
Latvia	Tele 2	247	02	LVABC
Latvia	LMT	247	01	LVALM
Lithuania	Omnitel	246	01	LTUOM
Luxembourg	Tango	270	77	LUXTG
Luxembourg	VOXmobile	270	99	LUXVM
Malta	go mobile	278	21	MLTGO
Mayotte & La Réunion	SRR	647	10	FRARE
Norway	Netcom	242	02	NORNC
Poland	Era	260	02	POL02
Poland	Orange	260	03	POL03
Poland	Plus	260	01	POLKM
Portugal	Sonaecom (Optimus)	268	03	PRTOP
Portugal	TMN	268	06	PRTTM
Romania	Orange	226	10	ROMMR
San Marino	San Marino Telecom	292	01	SMOSM
Slovakia	Slovak Telekom (T-Mobile)	231	02	SVKET
Spain	Orange	214	03	ESPRT
Sweden	Tele 2 Sverige AB	240	07	SWEIQ
Sweden	Telia	240	01	SWETR
United Kingdom	O2	234	10	GBRCN
United Kingdom	Everything Everywhere Ltd (T-Mobile)	234	30	GBRME

United Kingdom	Everything Everywhere Ltd (Orange)	234	33	GBROR
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### Data zone 3

Country	Network	MCC	MNC	TADIG
United Arab Emirates	Du	424	03	AREDU
Abchazia (Georgia)	MegaFon	250	02	RUSNW
Afghanistan	Etisalat	412	50	AFGEA
Argentina	Claro Argentina	722	310	ARGCM
Argentina	Movistar	722	07	ARGTM
Argentina	Telecom Personal	722	34	ARGTP
Aruba	Setar GSM	363	01	ABWSE
Benin	Glomobile Benin	616	05	BENGM
Bonaire (Dutch Antilles)	Digicel	362	69	ANTCT
Botswana	Orange Botswana	652	02	BWAVC
El Salvador	Claro	706	01	SLVTP
Guyana	Digicel Guyana	738	01	GUYUM
Honduras	Claro	708	001	HNDME
India	TATA Docomo	405	03	INDTM
India (Andra Pradesh)	TATA Docomo	405	02	INDTO
Iraq	MTC Atheer	418	20	IRQAT
Israel	Cellcom	425	02	ISRCL
Jordan	Umniah	416	03	JORUM
Korea, Republic Of	SK Telecom	450	05	KORSK
Morocco	IAM	604	01	MARM1
Morocco	Wana	604	02	MARM3
Morocco	Medi Telecom	604	00	MARMT
Nicaragua	Claro	710	21	NICEN
Nigeria	EMTS	621	60	NGAEM
Pakistan	Ufone	410	03	PAKUF
Philippines	Globe	515	02	PHLGT
Suriname	Uniq	746	04	SURUQ
Thailand	AIS	520	01	THAAS
Trinidad and Tobago	Digicel	374	13	TTODL
Ukraine	UKRTelecom	255	07	UKRUT
Uruguay	Claro Uruguay	748	10	URYAM
Zambia	Zain Zambia	645	01	ZMBCE

### Data zone 4

Country	Network	MCC	MNC	TADIG
Afghanistan	ROSHAN	412	20	AFGTD
Ecuador	Conecel	740	01	ECUPG
Sierra Leone	CELTEL	619	01	SLECT
Sri Lanka	Tigo	413	03	LKACT
Suriname	Digicel	746	03	SURDC

### Data zone 5

Country	Network	MCC	MNC	TADIG
Bonaire (Dutch Antilles)	UTS Setel	362	91	ANTUT
Kuwait	Zain	419	02	KWTMT
Macedonia, Former Yugoslav Republic of	Vip operator	294	03	MKDNO
Oman	Orantel	422	02	OMNGT
Sri Lanka	Mobitel	413	01	LKA71
Sri Lanka	Dialog	413	02	LKADG

Tajikistan	Beeline TJ	436	05	TJK91
United States	Manx NA	310	72	USARB
Zimbabwe	Econet	648	04	ZWEET

#### Data zone 6

Country	Network	MCC	MNC	TADIG
Benin	Areeba	616	03	BENSP
Belarus	Best Life	257	04	BLRBT
Fiji	Vodafone Fiji	542	01	FJIVF
French Polynesia	VINI	547	20	FRATK
Greenland	TELE Greenland	290	01	GRLTG
Guernsey	Cable & Wireless	234	55	GBRGT
India	Aircel Limited	404	42	INDAC
India (Bombay/Mumbai)	AirTel - Mumbai	404	92	INDA1
India	BSNL	404	74	INDWB
Indonesia	Excelcom	510	11	IDNEX
Indonesia	Axis	510	08	IDNLT
Iraq	Asia Cell Telecommunications Company	418	05	IRQAC
Israel	Pelephone	425	03	ISRPL
Kenya	Essar Telecom Kenya Ltd	639	05	KENEC
Liberia	Lonestar Cell	618	01	LBRLC
Libyan Arab Jamahiriya	El Madar	606	01	LBY01
Montserrat	Cable & Wireless West Indies (Montserrat)	354	86	MSRCW
Panama	Claro Panama	714	03	PANCL
Panama	Digicel	714	04	PANDC
Rwanda	Tigo Rwanda	635	13	RWATG
Tunisia	TUNISIANA	605	03	TUNTA

#### Data zone 7

Country	Network	MCC	MNC	TADIG
Azerbaijan	AZEAF	400	04	AZEAF
Bahamas	The Bahamas Telecommunications Company	364	39	BHSBH
Bahrain	Zain BH	426	02	BHRMV
Bosnia and Herzegovina	Mobi's	218	05	BIHMS
Bosnia and Herzegovina	BH mobile	218	90	BIHPT
Cameroon	MTN	624	01	CMRMT
Ferry- and cruiseships	Maritime Communications Partner AS	901	12	NORMC
Gabon	Telecel	628	02	GABTL
Gambia	Qcell	607	04	GMBQC
Guernsey	Jersey Telecom	234	50	GBRJT
India (Karnataka)	Airtel - Karnataka Circle	404	45	INDJB
Indonesia	Telkomsel	510	10	IDNTS
Kazakhstan	Beeline	401	01	KAZKT
Mauritius	Cellplus	617	01	MUSCP
Montenegro	ProMonte	220	02	YUGPM
Mozambique	mCel	643	01	MOZ01
Saudi Arabia	Zain KSA	420	04	SAUZN
Serbia	VIP	220	05	SRBNO
Serbia	Telenor	220	01	YUGMT
Taiwan, Province of China	TCC	466	97	TWNPC
Uzbekistan	Uzdunrobita GSM	434	07	UZB07

### Data zone 8

Country	Network	MCC	MNC	TADIG
Afghanistan	AWCC	412	01	AFGAW
Algeria	Mobilis	603	01	DZAA1
Australia	Telstra	505	01	AUSTA
Azerbaijan	Azercell	400	01	AZEAC
Bahrain	Batelco	426	01	BHRBT
Brazil	Oi	724	31	BRATM
Cote d'Ivoire	Orange	612	03	CIV03
Dominican Republic	Orange	370	01	DOM01
El Salvador	Digicel	706	02	SLVDC
Georgia	Magticom	282	02	GEOMA
Guam	Docomo Pacific Inc.	310	47	GUMHT
Honduras	Digicel	708	04	HNDDC
Kazakhstan	GSM Kazakhstan	401	02	KAZKZ
Lebanon	Alfa	415	01	LBNFL
Lebanon	mtctouch	415	03	LBNLC
Mali	Orange MALI	610	02	MLI02
Mongolia	MobiCom	428	99	MNGMC
Papua New Guinea	Digicel	537	03	PNGDP
Qatar	Q-Tel	427	01	QATQT
Russian Federation	Beeline	250	99	RUSBD
Russian Federation	MTS	250	01	RUS01
Saudi Arabia	Mobily	420	03	SAUET
Senegal	Alize	608	01	SENAZ
Switzerland	Sunrise	228	02	CHEDX
Thailand	TAC	520	18	THAWP
Ukraine	Kyivstar	255	03	UKRKS

### Data zone 9

Country	Network	MCC	MNC	TADIG
Abu Dhabi	Etisalat	424	02	ARETC
Albania	Plus	276	04	ALBM4
Algeria	Wataniya Telecom Algerie	603	03	DZAWT
Algeria	Djezzy	603	02	DZAOT
Andorra	Mobiland	213	03	ANDMA
Angola	Unitel	631	02	AGOUT
Armenia	ArmenTel	283	01	ARM01
Armenia	VivaCell	283	05	ARM05
Azerbaijan	Bakcell	400	02	AZEBC
Bahrain	VIVA	426	404	BHRST
Bangladesh	Banglalink	470	03	BGDBL
Bangladesh	GrameenPhone	470	01	BGDGP
Belarus	MTS	257	02	BLR02
Belarus	MDC	257	01	BLRMD
Belize	BTL	702	67	BLZ67
Benin	Telecel	616	02	BEN02
Bermuda	CellularOne - Bermuda	350	000	BMUBD
Bhutan	TashiCell	402	77	BTNTC
Bolivia	Nuevatel	736	01	BOLNT
Brunei Darussalam	DST Communications	528	11	BRNDS
Brunei Darussalam	B-Mobile Communications	528	02	BRNBR
Burkina Faso	Celtel Burkina Faso	613	02	BFACT
Cambodia	MobiTel	456	01	KHMGM
Cambodia	Smart Mobile	456	06	KHML1

Cambodia	Beeline	456	09	KHMST
Canada	Fido	302	37	CANMC
Cape Verde	CVMovel	625	01	CPVCV
Central African republic	ATLANTIQUE TELECOM CENTRAFRIQUE	623	01	CAFAT
Colombia	Colombia Movil SA	732	111	COLCO
Colombia	movistar	732	123	COLTM
Costa Rica	I.C.E.	712	01	CRICR
Dominican Republic	Trilogy	370	04	DOMAC
Cuba	ETECSA	368	01	CUB01
East Timor	Timor Telecom	514	02	TLSTL
Egypt	MobiNil	602	01	EGYAR
Egypt	Etisalat	602	03	EGYEM
Faroe Islands	Faroese Telecom	288	01	FROFT
Ferry- and cruiseships	AT&T Wireless	350	01	BMU01
Fiji	Digicel	542	02	FJIDP
Georgia	Mobitel	282	04	GEOMT
Guinea	Areeba	611	04	GINAG
Hong Kong	CSL	454	00	HKGTC
India	Aircel Limited	404	35	IND02
India	Aircel Limited	404	17	IND03
India	Aircel Limited	404	25	IND04
India	Aircel Limited	404	28	IND05
India	Aircel Limited	404	91	IND09
India	Aircel Limited	405	809	IND20
India	Aircel Limited	405	805	IND21
India	Aircel Limited Karnataka	405	803	IND22
India	Aircel Limited	405	801	IND23
India	Aircel Limited	405	804	IND24
India	Aircel Limited	404	25	IND4
India	Aircel Limited	404	28	IND5
India	Aircel Limited	404	29	IND6
India	AirTel - Maharashtra	404	90	INDA2
India	AirTel - Gujarat	404	98	INDA3
India	AirTel - Tamilnadu	404	94	INDA4
India	AirTel - Haryana	404	96	INDA5
India	AirTel - Uttar Pradesh (West) India	404	97	INDA6
India	AirTel - Kerala	404	95	INDA7
India	AirTel - Madhya Pradesh	404	93	INDA8
India	AirTel - Punjab	404	02	INDA9
India	AirTel - City of Delhi	404	10	INDAT
India	AirTel - Himachal Pradesh Circle	404	03	INDBL
India	AIRTEL - Rajasthan, India	404	70	INDHI
India	AirTel - Andhra Pradesh Circle	404	49	INDJH
India	AirTel - Kolkata, India	404	31	INDMT
India	Aircel	404	41	INDRC
India	AirTel - Chennai, India	404	40	INDSC
India	TATA Docomo	405	04	INDT2
Indonesia	3	510	89	IDN89
In-flight services	OnAir	901	15	CHEOA
In-flight services	AeroMobile	901	14	NORAM
Iraq	IRAQNA	418	30	IRQOR
Isle of Man	Manx Telecom	234	58	GBRMT
Jordan	Fastlink	416	01	JORFL
Jordan	Orange	416	77	JORMC
Kuwait	Wataniya	419	03	KWTNM
Kyrgyzstan	Bitel	437	01	KGZ01

Lao, People's Democratic Republic	Tango	457	08	LAOTL
Macau	CTM	455	01	MACCT
Madagascar	Madacom	646	01	MDGCO
Madagascar	Telma Mobile	646	04	MDGTM
Malawi	Celtel	650	10	MWICT
Maldives	DhiMobile	472	01	MDV01
Maldives	WMOBILE	472	02	MDVWM
Malta	Melita Mobile Ltd.	278	77	MLTMM
Mauritania	MATTEL	609	01	MRTMT
Mexico	Iusacell	334	50	MEXIU
Moldova, Republic of	Orange Moldova	259	01	MDAVX
Mongolia	Unitel	428	88	MNGMN
Montenegro	Telenor (Promonte)	297	01	MNEPM
Namibia	MTC	649	01	NAM01
Nepal	Ncell (Spice)	429	02	NPLM2
New Caledonia	MOBILIS	546	01	NCLPT
Niger	Zain (Celtel)	614	02	NERCT
Nigeria	Airtel Niger (celtel)	621	20	NGAET
Nigeria	Glo Mobile	621	50	NGAGM
Nigeria	MTN	621	30	NGAMN
Pakistan	Mobilink	410	01	PAKMK
Pakistan	Zong (Paktel)	410	04	PAKPL
Palestinian Territory (occupied)	Wataniya Mobile	425	06	PSEWM
Paraguay	Hola	744	01	PRYVX
Peru	Nextel Peru	716	17	PERN3
Philippines	SMART Gold	515	03	PHLSR
Philippines	Digitel Mobile/Sun Cellular	515	05	PHLDG
Qatar	Vodafone Qatar	427	02	QATVF
Rwanda	Rwandacell	635	10	RWAMN
Senegal	Expresso	608	03	SESEX
Seychelles	Cable & Wireless	633	10	SYCCW
Sudan	MobiTel (Zain SD)	634	01	SUDMO
Swaziland	Swazi MTN Limited	653	10	SWZMN
Tajikistan	Indigo Tajikistan	436	02	TJKIT
Togo	Togo Cellulaire	615	01	TGOTC
Tonga	Digicel	539	88	TONDP
Trinidad and Tobago	TSTT	374	12	TTOI2
Tunisia	Tuntel	605	02	TUNTT
Turkmenistan	BCTI	438	01	TKMBC
Uganda	MTN	641	10	UGAMN
Uganda	Warid	641	22	UGAWT
Ukraine	UMC	255	01	UKRUM
Uruguay	Antel	748	01	URYAN
Vanuatu	Digicel	541	05	VUTDP
Venezuela	Digitel GSM	734	01	VEN01
Venezuela	Digitel GSM	734	02	VEND2
Viet Nam	Viettel	452	04	VNMVT
Viet Nam	Vinaphone	452	02	VNMVI
Virgin Islands (British)	CCT	348	57	VGBCC
Yemen	Sabafon	421	01	YEMSA
Yemen	Spacatel	421	02	YEMSP