

# Agreement relating to physical connection to the Central Master Routing Database (zMRDB)

between MNP Deutschland Gesellschaft bürgerlichen Rechts,  
consisting of its members

T-Mobile Deutschland GmbH  
Landgrabenweg 151  
53227 Bonn  
Germany

Vodafone D2 GmbH  
Am Seestern 1  
40547 Düsseldorf  
Germany

E-Plus Mobilfunk GmbH & Co. KG  
E-Plus-Platz 1  
40468 Düsseldorf  
Germany

Telefónica o2 Germany GmbH & Co. OHG  
Georg-Brauchle-Ring 23 – 25  
80992 München  
Germany

vistream GmbH  
Brinkhoffstr. 4  
44137 Dortmund  
Germany

ring Mobilfunk GmbH  
Leopoldstrasse 16  
40211 Düsseldorf  
Germany

– hereinafter "MNP GbR" –

and

Company name : \_\_\_\_\_

Address : \_\_\_\_\_

Telephone / fax : \_\_\_\_\_

Contact : \_\_\_\_\_

- Type of access\*)
- Read-only
  - Read-only with confirmation flag
  - Read-only / write

\*) Authorization is governed by Clause 2 of the following contractual terms of the zMRDB User Agreement.

– hereinafter "the User" –

The User herewith places an order for physical connection to the zMRDB pursuant to the following contractual terms:

Place, date: \_\_\_\_\_

Place, date: \_\_\_\_\_

Signature(s): \_\_\_\_\_  
(User)

Signature(s): \_\_\_\_\_  
(MNP GbR Press Officer)

Company stamp: \_\_\_\_\_  
(User)

# Contractual terms of the zMRDB User Agreement

## 1. Object

1.1 MNP GbR operates a central master routing database (German abbreviation: zMRDB) for implementing network operator portability in mobile communications (mobile number portability/MNP). The current data of ported mobile numbers are managed in the zMRDB and made available – under the terms of this zMRDB User Agreement ("Agreement") – to enterprises that can demonstrate a legitimate interest in connection to the zMRDB (Users).

The function of the zMRDB is in particular to:

- facilitate the porting of mobile telephone numbers as required by the statutory provisions of Section 46 TKG (German Telecommunications Act),
- centrally manage porting data,
- support and automate as far as possible access processes on the IT front, and
- provide the requisite communication protocols and interfaces.

1.2 In operating the zMRDB, MNP GbR makes use of a technical service provider (Operator), which both manages the database and is also responsible for handling agreements and payment transactions between MNP GbR and the Users. MNP GbR assigns demands for payment made to the User under the terms of this Agreement to the Operator named in Clause 4.

1.3 This Agreement – in conjunction with the "User Guide / Interface Description for 3rd Party Users" for operating the zMRDB (Annex 1) – sets out the scope of the User's access to the zMRDB, the services to be provided by MNP GbR for the User's technical connection, and the User's corresponding duties to cooperate and provide assistance.

MNP GbR reserves the right to change the "User Guide / Interface Description for 3rd Party Users" (Annex 1) at any time. MNP GbR shall inform the User in writing of any changes to the content at the earliest opportunity, but at least 4 weeks before the change takes effect. If compelling legal or technical circumstances prevent compliance with this time limit, the information can be conveyed within a shorter period of time but without undue delay. As far as is technically possible, MNP GbR shall incorporate any changes to the interface in such a way that the connection currently being used by the User remains compatible.

1.4 The Agreement is subject to the condition that the User has a legitimate interest in using the zMRDB.

The existence of a legitimate interest of the User shall depend on the business model of same and is to be examined in each individual case. In particular, Users having a legitimate interest in a physical connection to the zMRDB shall be Users that

- maintain and operate their own mobile telephone network
- as network operators, are involved in direct routing into the mobile networks
- are service providers as defined by Section 3 No. 6 TKG
- as other users, provide services with their own products and require the physical connection to the zMRDB for the purpose of optimizing such products or services

A legitimate interest shall not exist in particular if the data held in the zMRDB are to be used or forwarded to optimize products or network services of third-party enterprises, or if the User's business model infringes statutory regulations.

1.5 The User shall present and demonstrate to MNP GbR in written its legitimate interest in access to the zMRDB. For this purpose, it shall submit the following documents to the Operator's contact named in Clause 4:

- a current extract from the commercial register,
- a description of the object of its enterprise (e.g. in the form of an annual report), and
- an indication of the reasons why access to the data held in the zMRDB is required for the exercise of its business activities.

This information is to be appended to the Agreement in Annex 2 (Evidence of Legitimate Interest).

## 2. Users / access rights / availability

2.1 The following Table contains the possible access functions and defines the rights of the specified users for accessing the zMRDB's porting data:

Title	User				Call times		Frequency
	Mobile network operator (NO)	Network operator with direct routing	Service provider as per Section 3 No. 6 TKG	Other users	Outside switching window	Within switching window	
<b>Access rights</b>	Read-only / write	Read-only with confirmation flag	Read-only	Read-only			
SetNewNumberPort	Only recipient NO and donor NO				X	X	Any no. of times
ConfirmNumberPort	X	X			X	X	Any no. of times
CancelNewNumberPort	Only recipient NO and donor NO				X	X	Any no. of times
ReturnPortedNumber	X				X	X	Any no. of times
GetChanges	X	X	X		X		Max. 5x per day
GetAllPortedNumbers	X	X	X	X	X		Any no. of times
GetOnePortedNumber	X	X	X	X	X		Any no. of times
GetStatePortedNumber	X	X	X	X	X		Any no. of times
GetActualPortableNumbers	X	X			X	X	Any no. of times
GetIncompletePortedNumbers	X				X	X	Any no. of times
GetMissingConfirms	X	X	X		X		Any no. of times
GetHistory	X	X	X		X		Max. 5x per day

Data in the zMRDB can be accessed only via the functions specified in the Table.

For the significance of the individual functions, please refer to the User Guide / Interface Description for 3rd Party Users (Annex 1).

2.2 MNP GbR shall ensure that the zMRDB can be accessed within the system limits with an availability of 99% in each calendar year. Plannable maintenance work may be carried out on the first Wednesday of each month and each Sunday, in both cases between 12 noon and 6 pm. The term "maintenance work" comprises all the measures needed for maintaining hardware and software, for enhancing performance, and for achieving a higher degree of scalability. Downtimes within this maintenance window due to planned maintenance work shall not count against the availability as set forth in Sentence 1 above.

### 3. Connection to the zMRDB

3.1 The physical connection shall consist of a dial-up connection via a standard ISDN line (64 kbit/s). To this end, MNP GbR shall provide the User with appropriate ISDN access. This shall take the form of a PPP connection with caller ID screening and/or CHAP (Challenge-Handshake Authentication Protocol). The technical connection to the zMRDB shall be made using the standard HTTP or HTTPS protocol. For further details, please refer to the User Guide / Interface Description for 3rd Party Users (Annex 1).

With the access, the User shall receive for the duration of its connection via ISDN:

- a B channel of an ISDN primary multiplexer connection,
- the number of the ISDN dial-in point for the zMRDB application,
- the Operator router name (in the case of router dial-in for CHAP),
- the IP addresses of the zMRDB application (IP addresses for testing and production),
- the IP address of the ISDN dial-in interface at the Operator's company (gateway),
- the IP address of the ISDN dial-in interface – to be set up by the User,
- the IP address into which all the User's source IP addresses must be translated by the User (PAT – port address translation) (in the case of router dial-in),
- a password for CHAP assigned by the Operator.

3.2 The service transfer point – and hence also the measuring point for availability as per Clause 2.2 – shall be the router input or output in the Operator's data centre as per Clause 4.

3.3 Terminal devices of the User and lines to the service transfer point shall be provided by the User itself at its own expense, and the User shall ensure their correct configuration. Any support in this connection provided by MNP GbR or the Operator is not covered by this Agreement; such support can be ordered separately from the Operator against payment. ISDN connection costs shall be borne by the User itself. The User shall also provide the Operator (Clause 4) with the data required for installing access, making use of the Data Sheet appended to this Agreement as Annex 4.

3.4 A lead time of seven working days (Monday to Friday) is required for providing the technical connection option. This period starts when the Operator receives the signed User Agreement (at least by fax in advance) and the Data Sheet (Annex 4) mentioned in Clause 3.3, duly completed in full.

3.5 In order to ensure that the interface to the zMRDB goes live without a hitch, the User shall participate in carrying out test runs as directed by the Operator (Clause 4).

3.6 The 64 kbit/s ISDN access is the standard access for zMRDB users. The User consents to receiving information from the Operator about new, faster connections that can be ordered separately from the Operator against payment.

## 4. Contact

4.1 The User can reach the contact named below by MNP GbR during normal office hours (Mondays to Fridays 9 am - 5 pm, with the exception of German national holidays) to discuss any matters relating to implementation of this Agreement.

<b>Operator:</b>	T-Systems International GmbH Dachauer Str. 651 80995 München
<b>Contact at Operator's company:</b>	E-mail: <a href="mailto:zMRDB-Zuqang@t-systems.com">zMRDB-Zuqang@t-systems.com</a>  The Operator shall also provide the User with a telephone number for the contact.

4.2 In addition, the User can reach the Operator via the help desk specified below, which is available for receiving fault reports around the clock.

**On-call support for the connection to the zMRDB** (available: 24 hrs/365 days)      E-mail: [cic.24x7@t-systems.com](mailto:cic.24x7@t-systems.com)  
Tel.: 089/10118116 or 0951/91458116

4.3 MNP GbR or the Operator shall inform the User of any changes to the forenamed data regarding the contact or specified help desk.

4.4 The User undertakes likewise to provide the Operator with the name of a contact for all matters relating to this Agreement.

## 5. User's duties and liability

5.1 Network operators with direct routing (Clause 2.1) shall daily update the data that they maintain for implementing direct routing in their network by comparing the data with the zMRDB and also confirm the connection in their own network via the function "ConfirmNumberPort".

5.2 Under this Agreement, solely the User is authorized by and obligated to MNP GbR. The User guarantees that it will use the data only for the purposes of providing its own services as per Clause 1.4 within the scope of its business activity as specified in Clause 5.1. Passing on the data to third parties, for any reason whatsoever, is expressly prohibited. If the User violates this prohibition, it shall pay MNP GbR a contractual penalty of € 5,001.00 for each breach of the Agreement. In other respects, MNP GbR reserves the right to claim damages.

Companies or persons working for the User as vicarious agents (e.g. technical service providers) within the scope of its business activity as specified in Clause 5.1 and processing data on the User's behalf shall not be deemed to be third parties. The User shall require its vicarious agents in writing for their part not to pass on the data to third parties and to use the data exclusively within the scope of their activity for the User. The User shall provide MNP GbR with the names of its vicarious agents before it passes on the data to same and shall also submit the agreements from which the forenamed restricted rights of use of the relevant vicarious agent ensue. MNP GbR reserves the right to prohibit the User from passing on the data to an individual vicarious agent, as defined above, if such disclosure would infringe Clause 1.4 or be contrary to Clause 5.2.

Affiliated companies pursuant to Sections 15-18 of the German Joint Stock Corporation Act (AktG) shall not be deemed to be third parties. The User shall require affiliated companies to which it passes on the data in writing for their part not to pass on the data to third parties. The User shall provide MNP GbR with the names of its affiliated companies before it passes on the data to same and shall also submit the agreements from which the forenamed restricted rights of use of the relevant company ensue. The User shall promptly notify MNP GbR in writing of changes to the foregoing agreements or of new agreements or shall submit to same such changes or new agreements in written form.

The possibility of informing end-customers upon request in a particular case of the target network of a mobile number shall remain unaffected hereby. The User shall take adequate protective measures to prevent unauthorized access by third parties and, upon request, shall demonstrate to MNP GbR that it has done so.

5.3 The User shall ensure that its connection to the zMRDB does not give rise to or cause any faults in or damage to either the zMRDB itself or affecting third parties that are also connected to the zMRDB. If the User changes any technical components or the configuration of its connection in a way that could affect the zMRDB or third parties connected to the zMRDB, it shall inform MNP GbR of any such change in good time before implementing the change by notifying the Operator (Clause 4) of the change. MNP GbR or the Operator (Clause 4) can request a new test run if required.

MNP GbR shall have the right temporarily to block the User's access to the zMRDB if there are objective grounds for supposing that faults or damage as described above could arise through the User and the User has not cleared the faults or repaired the damage immediately after being cautioned. MNP GbR further reserves the right to block the User's access to the zMRDB if there are objective grounds for supposing that data have been or are being passed on to third parties contrary to the provisions of this Agreement (in particular Clause 1.4 or 5.2).

5.4 The User shall without undue delay notify the Operator (Clause 4) of every change in address, company seat or contact. The User shall inform MNP GbR without request of changes in its business activity by notifying the Operator in writing.

5.5 The User shall be liable for all damage arising through or as a result of its connection to the zMRDB either to the zMRDB itself or affecting third parties that are also connected to the zMRDB. This shall also apply if the damage is caused by the use of the User's connection by a third party, such use being attributable to the User. The User shall further be liable for all damage arising from the data being used in contravention of the Agreement. In other respects, the extent of the User's liability shall be determined by the merits of the case in accordance with the statutory provisions.

In cases of damage caused culpably though not intentionally or through gross negligence, liability shall be limited to repairing foreseeable damage typical of the Agreement up to an amount of € 500,000 for each case of damage, but not exceeding € 1.5 million in total per calendar year.

The User shall indemnify MNP GbR in the forenamed amounts against all claims by third parties asserted by same

- because the User itself or its vicarious agent as specified in Clause 5.2 has used the data contrary to the terms of the Agreement, or
- because the User or its vicarious agent as specified in Clause 5.2 has caused damage to the zMRDB or to the systems of another user connected to the zMRDB.

This shall also apply to claims asserted after this User Agreement has ended, provided that the event causing the damage occurred during the term of the Agreement.

## 6. Prices and payment terms

6.1 The fees incurred for using the zMRDB derive from the current Price List (Annex 3). All the amounts are exclusive of statutory value-added tax as revised from time to time.

6.2 The fee for ongoing use in live operation shall be paid for one calendar year in advance. If the Agreement commences during the course of a calendar year, the fee shall be calculated monthly on a pro rata basis until the end of that calendar year.

MNP GbR shall reserve the right to adjust the fees for accessing the zMRDB if required to cover the cost of operating the zMRDB, including all necessary ancillary costs incurred by MNP GbR. Such price adjustments are to be made effective the beginning of a calendar year and shall be announced by MNP GbR to the User timely, but at least four weeks in advance. Upon request, MNP GbR shall furnish the User with evidence that the price adjustment is necessary in order to cover the cost of operating the zMRDB. Such evidence shall be provided by a confirmation of the necessity issued by the company of tax consultants appointed by MNP GbR for the prior financial year. In the event of a price increase, the User shall be entitled to terminate the Agreement exceptionally within 14 days of receiving notification, whereas such termination shall take effect on the effective date of the price adjustment.

6.3 Fees are due when the User receives the request for payment from the Operator (Clause 4). Payments shall be made within 30 days of receiving the request for payment into the account indicated in the request for payment. If payment is not made within this time, the User shall be in arrears with its payments. Upon request, the User shall receive a bill showing the value-added tax (VAT).

6.4 If the User is in arrears with its payments, MNP GbR shall be entitled – after a notification period of 14 days – temporarily to block interface access until the due payments have been made.

6.5 If the User Agreement is terminated because the User no longer has a legitimate interest or because of exceptional termination, no annual fees or parts thereof already paid shall be refunded.

6.6 The User cannot offset demands of its own, unless such claims or demands are undisputed or legally enforceable, against claims made either by the Operator (Clause 4) or by MNP GbR.

## 7. Liability of MNP GbR

7.1 MNP GbR shall not be liable for the accuracy and completeness of the data entered in the zMRDB.

MNP GbR shall ensure by means of adequate safeguards that the porting data stored in the zMRDB are protected from unauthorized access. If MNP GbR learns of inaccurate, incomplete or altered data, MNP GbR shall make sure that such data are corrected or completed without delay.

7.2 MNP GbR shall not accept liability for damage caused to the User by third parties through the misuse of its data access (including computer viruses etc.). MNP GbR shall assign to the User any claims against third parties that have caused damage to the User.

7.3 In other respects, MNP GbR shall be liable in accordance with the following provisions:

MNP GbR shall be liable to compensate the User – whatever the legal grounds – only in the case of damage caused intentionally or by gross negligence on the part of MNP GbR, its legal representatives or vicarious agents, and in the case of culpable violation of cardinal contractual obligations.

In the case of the culpable – though neither intentional nor grossly negligent – violation of cardinal contractual obligations, the liability shall be limited to repairing foreseeable damage typical of the Agreement up to an amount of € 500,000.00 for each case of damage, but not exceeding € 1.5 million in total per calendar year.

7.4 The limitations of liability in Clauses 7.1 to 7.3 shall not apply to losses resulting from injury to life, limb or health culpably caused by MNP GbR, its legal representatives or vicarious agents, or to liability under the German Product Liability Act.

## 8. Term of the Agreement, termination

8.1 This Agreement shall enter into force as soon as it has been signed by the User and as soon as the User has been physically connected to the zMRDB by MNP GbR. The User shall be physically connected as quickly as possible subject to technical and operational feasibility and subject to the User honoring its duties to cooperate and provide assistance contained in this Agreement. The User's obligation to pay the fees shall begin when its physical connection is realized for the first time.

8.2 The Agreement can be terminated with a period of notice of 3 months effective the end of a calendar year. It shall end automatically – without any notice of termination being required – as soon as the User no longer has a legitimate interest in accessing the zMRDB.

8.3 Each Party can terminate this Agreement for good cause without observing a period of notice.

MNP GbR shall be entitled to terminate the Agreement for good cause without setting a time limit or issuing a caution in particular if

- the User gets into arrears with more than one payment,
- the User becomes insolvent,
- the User itself initiates insolvency proceedings against its assets,
- insolvency proceedings are initiated against the User's assets or such initiation is refused for lack of assets, or
- it is established that the User or a third party has made improper use of the zMRDB access enabled for the User.

MNP GbR can terminate the Agreement for good cause after it has issued a caution setting a time limit in particular if the User repeatedly violates cardinal contractual obligations, especially its obligation arising from Clause 5.2.

8.4 Termination notices can be issued by the Operator (Clause 4) in the name and on behalf of MNP GbR.

## 9. Confidentiality

9.1 The User shall treat confidentially all information as well as commercial and operational matters of MNP GbR that have become known to it and shall not disclose such information and matters to third parties either directly or indirectly.

The User shall require its employees and vicarious agents as well as subcontractors to observe confidentiality.

9.2 The User shall also be subject to the above confidentiality obligations with regard to security flaws or security risks affecting MNP GbR that become known to it. The User shall immediately inform MNP GbR thereof and shall not gain any pecuniary advantage from learning of such defects.

9.3 The confidentiality obligations shall continue to exist for three years after the ending of this Agreement.

## 10. Data protection

If MNP GbR makes personal data available during implementation of this Agreement or the User comes to know of such data in the course of fulfilling the Agreement, the User shall be bound regarding the protection of these data by the provisions of all the relevant statutory regulations, even if such regulations do not enter force until after this Agreement has been signed. The User shall inform its employees entrusted with data processing about the legal aspects of data protection and require them in writing to comply with the provisions of data-protection law (in particular Section 5 BDSG (Federal Data Protection Act)) and with telecommunications secrecy (Section 88 et seq. TKG). Clause 5.3 of this Agreement shall remain unaffected.

## 11. Closing provisions

11.1 In the event of individual provisions of this Agreement being or becoming invalid, the validity of the other provisions shall remain unaffected thereby. In such an event, the contracting Parties undertake to replace the invalid provisions with a valid ruling corresponding closest to the economic purpose of the invalid provision.

11.2 Amendments or additions to this Agreement as well as notices of termination shall be made in written form, which may not be replaced with electronic form. This requirement for the written form can be waived only by written agreement. There are no oral collateral agreements to this Agreement. All the Annexes to this Agreement constitute essential parts of same.

11.3 MNP GbR reserves the right to change its composition, particularly the number of participating companies. No rights or claims shall ensue herefrom for the User. The same applies to a change of Operator.

11.4 The contractual terms and Annexes specified in this Agreement shall apply exclusively. This shall also be the case if the User sends to MNP GbR its general contract terms at the time or after this Agreement is concluded and MNP GbR does not expressly object to same.

11.5 MNP GbR shall have the right to amend or add to this Agreement provided that this becomes necessary as a result of statutory provisions or official regulatory requirements, directives or measures. No rights or claims shall ensue herefrom for the User. MNP GbR shall inform the User of such amendments or additions.

11.6 The User can assign the rights and duties under this Agreement to third parties only with the written consent of MNP GbR. Such consent cannot be refused unreasonably.

11.7 This Agreement shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The venue shall be Düsseldorf.

**Annex 1: User Guide/Interface Description for 3rd Party Users**

**Annex 2: Evidence of Legitimate Interest**

**Annex 3: Price List**

**Annex 4: Data Sheet for ISDN Access by the User**