

Use of the TSP INet-Server for INA Services

Contract

between

**TELDAS Ltd.
c/o Sunrise GmbH
Thurgauerstrasse 101B
CH - 8152 Glattpark (Opfikon)**

Referred to subsequently as "TELDAS"

and

Referred to subsequently as "User"

Version 10.0, valid from 1st July 2023

1 Introduction

- 1.1 As an Integral part of the liberalisation of the telecommunications market in Switzerland, the Federal Office of Communications (OFCOM) allocates Service Numbers in the ranges 090x-, 0800-, 084x- and also Personal Numbers (0878-) individually to the respective Content Provider who thus becomes the number holder. This method of allocation is known as Individual Number Allocation (INA), see Reference [4].

In addition to the above numbers, TSPs have agreed that the Short Numbers for Subscriber Directory Enquiry Services (18xy) should also be included within the INA concept, see Reference [5].

- 1.2 All INA numbers and the data related to them are stored in a central server (referred to subsequently as the TSP INet-Server or just as INet-Server).

The following features are available according to applicable prevailing Federal Council's Decree on Addressing Resources in the Telecommunications Sector [2], their Decree on Telecommunications Services [1] and OFCOM's Technical and Administrative Regulations for Individual Number Allocation [4]:

1. Central directory of all allocated INA numbers in Switzerland with the stipulated data for the routing and billing of calls to INA numbers according to Reference [4]:
 - The TSP responsible for putting an INA number into service is identified by the Number Portability Routing Number (NPRN) assigned to each INA number;
 - The applicable tariff for billing purposes is individually assigned to each INA number;
2. Automated administrative process for the implementation, modification and termination of an INA number according to Reference [4];
3. Exchange of call charge information with Call Data Records (CDRs) between the INA service provider and the TSP charging the user.

2 References

The prevailing documents can be found in the Appendix 4 of the present contract. In all cases the latest version of the documents referred to is applicable.

Abbreviations and definitions used in the present contract and its appendices can be found in Appendix 8..

3 Subject Matter of the Contract

The masculine or feminine spelling used in the contract refers to all genders.

The present Contract governs the use of TELDAS's Individual Number Allocation Database (TSP INet-Server) by the User. The following services are available to the User as per point 5.2:

Administration of INA numbers

Operating INA-numbers, as well as sending of call charges (CDRs) according to reference [18] in Appendix 4.

Query service

Searching and querying INA numbers and their tariffs by means of electronic procedures, as well as receiving call charges (CDRs).

4 Constituents of the Contract

Integral parts of this Contract are

1. The present Contract
2. The Appendices:
 1. The User's Particulars (Appendix 1)
 2. Service Fees (Appendix 2)

3. Support (Appendix 3)
4. Technical Interfaces and Documentation (Appendix 4)
5. Multilateral Individual Number Allocation Service Level Agreement SLA (Appendix 6)
6. Processing of commissioned data (Appendix 7)
7. Abbreviations and definitions (Appendix 8)

5 Services provided by TELDAS

5.1 General Conditions

- 5.1.1 Following signature of the Contract, TELDAS will provide the User with the necessary data for its account such as Username, Password, Helpdesk Contact Address, etc.
- 5.1.2 Teldas may make changes to the application or to the access in the sense of an improvement (functional extensions, technical improvements, layout adjustments) at any time and with corresponding advance notice. Notifications regarding these changes shall be made by e-mail, with registration on the Teldas extranet.
- 5.1.3 TELDAS may involve sub-contractors to fulfil the provisions of the contract.
- 5.1.4 Teldas defines the personal data categories and measures in place to comply with the data protection rules as per reference [6]. The details can be found in Appendix 7.

5.2 TELDAS offers the following services:

5.2.1 INA Service for the TSP

5.2.1.1 INA Number Administration

This service is intended for the User that has INA numbers in service (INA-TSP). The INA numbers can be used by the User for its own INA services or for a Service Provider/Content Provider who has a contract with the User.

Use of the TSP INet-Server enables the User to implement its administrative processes for the taking into service, modification, and termination of INA numbers efficiently and with minimum costs. The INA process of the TSP INet-Servers can be used according to the individual requirements and internal processes of the User, e.g. from "manual" operations by means of an Internet-Browser having graphical user interface (Web GUI) to a fully automated process over a Web Service Interface.

5.2.1.2 INA Tariffs Administration

This service is intended for the User that has INA numbers in service (INA-TSP). The INA-TSP can create new tariffs by means of an Internet-Browser (Web GUI).

5.2.1.3 INA Central Directory

This service is intended for the User that routes calls to INA-numbers and that bills the call charges to the calling party, be it of national or international origin (CDP-TSP).

Once the taking into service, modification or termination of an INA number has been successfully completed, the information is updated in the central directory of the TSP INet-Server. All Users have thus access to an up-to-date directory of all INA numbers in Switzerland at any time. The User can read the information selectively through an Internet Browser (GUI) and implement automated processes via a Web Service Interface to update the routing and billing.

The directory holds at least the following entries for each INA number:

- INA Number
- Number Portability Routing Number (NPRN) of the TSP where the INA number is in service

- Applicable Retail Tariff
- Flag if access from abroad is permitted (or not)
- Operational status of the INA Number
- Transaction Date and Time

5.2.1.4 Sending of call charges (CDRs)

This service is intended for the User who has INA numbers in service (INA-TSP). The INet-Server enables the sending of call charge information in the form of a File of Call Data Records (CDRs). This allows the User to use Retail Tariffs that are not categorised as “online tariff profiles“.

5.2.1.5 Receipt of call charges (CDRs)

This service is intended for the User which bills the calling party for the call charges of the INA Number (CDP-TSP).

The INet-Server permits to receive call charges in the form of a File of call data records (CDRs).

The User receives the charges for each individual call in a defined File Format (XDR) and can bill its customers using it (Retail Billing).

5.2.2 Special Service for OFCOM

5.2.2.1 Allocation and revocation of INA Numbers by OFCOM

This service is restricted to OFCOM for the allocation and revocation of INA Numbers. OFCOM sends a message to the TSP INet-Server when allocating an INA Number, which ensures its storage in the "Allocated" status together with the last permissible date for its entry into service and an "Allocation Reference Code" serving to verify User transactions. The "Allocation Reference Code" is also sent by OFCOM outside INet directly to the number holder in the number allocation decision.

OFCOM can revoke numbers in defined cases, normally as long as no notification that the number has been put into service by a TSP is recorded on the TSP INet-Server. As a result of the revocation, the INA Number status on the TSP INet-Server changes to "Not Allocated".

5.2.2.2 Audit by OFCOM

OFCOM can download the list of all INA Numbers in service, each number containing its in service date and its ownership (INA-TSP). Same as the service described under point 5.2.1.3.

6 Contacts and Documentation

- 6.1 All correspondence should be sent to the TELDAS Management at the address available on the TELDAS Website www.teldas.ch.
- 6.2 Correspondence may be sent in the following languages: English, French or German.
- 6.3 Technical Documentation is only available in English (see Appendix 4 for the list of main reference documents).
- 6.4 TELDAS will inform the User about important news related to the offered services via e-mail notification. The user is requested to register to these news notifications under the Teldas Extranet. For example: changes to the Application or information about exceptional events (e.g. breakdowns).
- 6.5 Username and Password to download the protected documentation on the TELDAS Extranet can be obtained by registering online on the Teldas Extranet.
- 6.6 TELDAS offers a Support Service to the User, which is described in Appendix 3.
- 6.7 TELDAS data protection officer contact is defined in Appendix 1.

- 6.8 The User can find contact information of other Users under the Teldas Extranet upon registration. The User agrees to share his contact information with other Users as per information filled in in Appendix 1.

7 Fees and Conditions of Payment

- 7.1 The fees for the use of the TSP INet-Server are described in Appendix 2. One distinguishes three types of fees: the "one-off" Joining fee, the Annual fee and the Transaction-based Fees.
- 7.2 An invoice for the "one-off" Joining fee will be sent to the User shortly after signature of the contract. The same Joining fee will be charged for suspended Users requiring reactivation. In case the User signs the ONP User contract with Teldas at the same time, only one joining fee will be charged all together.
- 7.3 Unless otherwise agreed, the invoice for the Annual fee will be sent for the first time shortly after signature of the contract and thereafter annually at the beginning of each calendar year. The Transaction-based fees will be invoiced to the User at the end of the defined charging period (Appendix 2). The Annual fee and Transaction-based fees are due per account, which means for each separate NPRN opened on the INet-Server.
- 7.4 All payments are due in Swiss Francs (CHF). All amounts are exclusive of Swiss or foreign taxes and/or duties (in particular VAT exclusive).
- 7.5 Unless otherwise agreed, all amounts must be paid within 60 days of the date of the invoice.
- 7.6 A User in default will be sent a first written warning with a twenty (20) working day payment deadline. Should payment not be made within this time limit, the indebted party will be considered, without any additional warning, to be in arrears. A User in arrears is liable to default interest for late payment as per Appendix 2. Should the default continue, following a second written and per registered mail warning, TELDAS can discontinue the contractually agreed services to a User in default within twenty (20) working days. The User's access to the TSP INet-Server will be suspended. The announcement of suspension is sent to the TSP's Main Contact as defined in Appendix 1.
- 7.7 Unless otherwise agreed, the User may not set off its own outstanding debts against those of TELDAS.
- 7.8 Any additional work carried out specifically for the User will be invoiced separately to the User.
- 7.9 TELDAS may amend its fees at any time (Appendix 2). The User will be given due notice in writing. In such cases the User may within twenty (20) days give three months' notice to cancel the Contract. Unless a written letter of notice is sent within this time limit, the amended fees will be considered as having been accepted by the User.
- 7.10 The User shall provide Teldas with all necessary details for the invoice and shall ensure that the information is updated (see Appendix 1).

8 Liabilities of TELDAS

Within the bounds of what is legally permissible, any liability of TELDAS is excluded, in particular liability for minor negligence, consequential damage and loss of profits, as well as in the following cases:

- TELDAS accepts no responsibility for the correctness and completeness of the stored data.
- TELDAS accepts no responsibility for any damages that the User may suffer from third parties because of their misuse of the connection (including viruses).
- TELDAS accepts no liability for service interruptions caused by fault correction, maintenance, and the introduction of new technology or similar.
- TELDAS accepts no liability for errors caused by the network provider, Internet provider or access provider.
- TELDAS accepts no liability for any data losses, virus transfers, etc.
- TELDAS accepts no liability whatsoever in respect of OFCOM's orders to ensure adherence with the applicable rules. TELDAS offers no guarantee of the compatibility of the present

application i.e. the possibility to use the TSP INet-Server in conjunction with the telecommunications rules and regulations.

- TELDAS accepts no liability for the accuracy of any data transmitted in the XDR files.

9 Duties and Responsibilities of the User

- 9.1 Solely the User is authorised and bound over against TELDAS. The User is entitled to delegate its use of the services in this contract to third parties, however the User remains bound by its duties and responsibilities to TELDAS. In particular, the User is responsible for all costs or damage, which it and/or third parties may cause in connection with its access to, and the use of, the TSP INet-Server.
- 9.2 The User is responsible for the equipment and interfaces necessary to gain access to the TSP INet-Server
- 9.3 The contractual relationship with an Internet Provider is the User's responsibility.
- 9.4 In case of misuse, non-application of the Web Service recommendation of usage or failure to comply with the conditions of the Contract and/or its constituent parts, TELDAS reserves the right to block the User's access to, or usage of, the TSP INet-Server at any time.
- 9.5 The User commits to store passwords securely and to prevent unauthorised third parties' access to the TSP INet-Server.
- 9.6 The User commits itself to handle all information and documents, which are only accessible through its login data (user id, password), confidentially and not to pass them to third parties or to release their content or parts thereof, except with the specific approval of TELDAS. A suitable non-disclosure agreement must be concluded with any third party prior to the User seeking third party support to carry out its processes.
- 9.7 The User is required to acquire the necessary knowledge to work with the TSP INet-Server by studying the documents cross-referenced herewith (see Appendix 4). Possible training can be offered by Teldas at separate cost.
- 9.8 The User must only use the data of the INet-Server for the purpose of traffic routing and billing and for the purpose of the own INA transactions. Any other usage (e.g. marketing campaigns for other subscribers, direct mailing...) is strictly forbidden.
- 9.9 The User must provide TELDAS with the information detailed in Appendix 1. The User must keep its TSP data, contacts, and logins up to date on the Teldas Extranet and on the TSP INet-Server. The User is responsible to delete contact information when one of its employees leaves the company or requires having its personal data removed from the Teldas contact list.

10 Acts of God

- 10.1 If due to an Act of God, a party, despite every effort, cannot fulfil its contractual obligations, the provision of services shall be deferred in proportion to the severity of the event incurred. The party, which has been prevented from providing service by the Act of God, shall inform the other party of the incurred event as soon as possible.
- 10.2 Acts of God are considered to include all unforeseeable, exceptional events, such as civil commotion, war, earthquakes, floods, and other natural catastrophes of extreme intensity, sabotage, as well as unforeseeable official restrictions of any type.

11 Adherence to the Law and Norms

- 11.1 The parties commit to fully respect and comply with the regulations of the Swiss Federal Data Protection Law (DSG) [6] together with the applicable regulations of telecommunications legislation ([1] and [2]) as well as all further corresponding norms related to the implementation of this contract.
- 11.2 Appendix 7 specifies the obligations of the Parties regarding the requirements of the Swiss Data Protection Law.

12 Bilateral Agreements

- 12.1 The multilateral service level agreement-SLA (see Appendix 6) forms an integral part of the present INA user contract.
- 12.2 The INA-TSP taking INA numbers in service can either invoice each CDP-TSP individually based on bilateral contracts or he can sign a contract with Swisscom to delegate the wholesale invoicing of the third-party billing of INA call charges to Swisscom.

The traffic is billed based on cdp-ids which are unique for each CDP-TSP. If no contract exists, then the INA traffic cannot and will not be invoiced.

13 Duration, Amendments and Termination of the contract

- 13.1 The present contract comes into force with the signature of both contract parties and with a minimum validity of one year. Thereafter either party can terminate the contract in writing at the end of a month by registered post respecting a three-month period of notice. The yearly fee is however due for the entire year and is not recovered in case of cancellation.

- 13.2 The access to the TSP INet-Server will only be opened when both parties have legally signed the contract and after the first invoice (one-off joining fee and annual fee as per point 7.2 and 7.3) has been fully paid by the User.

- 13.3 Upon suspension of the User's access to the TSP INet-Server for the reasons 7.6 and/or 9.4, TELDAS can terminate the contract after another reminder with a reasonable period of notice in written and with registered mail to the TSP's Main Contact as defined in Appendix 1. The INA numbers that are in operation by the User will be terminated and are subsequently out of service.

Should TELDAS terminate the contract during a year without notice for legitimate reasons, the User remains liable for the Fees for the entire year.

- 13.4 Amendments and additions to this contract (including the waiving of this written form requirement) and the integral parts thereof are only valid when they have been agreed to in writing by the parties to this Contract. The parties agree to the following exceptions to this rule:
- a. TELDAS may unilaterally amend fees in Appendix 2 according to clause 7.9 to this Contract; and
 - b. TELDAS may unilaterally amend the Appendices 1, 3, 4, 6, 7 and 8 upon recommendation of the TSP Headgroup.

In both cases the User will be given due notice via e-mail. The User must subscribe to e-mail notification on the Teldas Extranet directly, in order to be notified about new versions of the contract's appendixes coming into force. The User may within ten (10) days give a three months' notice to cancel the contract. Unless a written letter of notice is sent within this ten-day time limit (post stamp is proof), the amended fees (Appendix 2) or other Appendices will be considered as accepted by the User.

- 13.5 The User may terminate the contract at any time with one month's notice if there is a serious breach by Teldas of data protection regulations or the provisions of the Appendix 7, e.g. if Teldas is unable or unwilling to carry out a directive from the User or if Teldas denies the User control rights in breach of the contract. In particular, the non-compliance with the obligations agreed upon in the Appendix 7 and derived from Art. 9 DSG [6] constitutes a serious breach.
- 13.6 Should any of the provisions of this contract be incomplete, legally ineffective, or legally not enforceable, this shall be without prejudice to the validity of this contract as a whole. In such a case the parties to this contract will reach agreement to replace the regulation concerned with an effective, equivalent regulation that is commercially as close as possible.
- 13.7 TELDAS reserves the unilateral right to transfer the contract to a third party, in particular in connection with any change of the legal structure into a new company, without seeking the approval of the User. TELDAS will inform the user in time about a planned transfer.

14 Applicable Law and Place of Jurisdiction

- 14.1 This Contract is subject solely to Swiss law.
- 14.2 The place of jurisdiction for any disputes resulting from this Contract is Zurich.

14.3 The original of this document is in German. In case of any dispute the interpretation of the original shall prevail.

15 Execution

Each party to the contract receives a signed copy (electronically or per post).

For the User:

For the User:

Place and date

Place and date

Signature

Signature

Name (in capital letters)

Name (in capital letters)

For TELDAS Ltd.:

Place and Date

Signature

Name (in capital letters)