



***General Business Terms and
Conditions (AGB) for service
performances of the information-
and communication services
division of Fraport AG, 60547
Frankfurt, Germany***

***Data communication
(Ethernet-, DSL-, data connections)***

1 Object of the Contract

1.1 Contract parties

The contract conditions are a component of the Contract produced between you (hereinafter referred to as the "Customer") and Fraport AG, 60547 Frankfurt am Main (hereinafter referred to as "Fraport AG") (jointly: "Parties") for data connections.

Where other performances are also a component of the Contract produced between you and Fraport AG, the present conditions apply exclusively for the performances of Fraport AG with regard to the data communication.

Further components of the Contract relate to the contract conditions for telephone connections (ISDN-, analogue-, and wireless connections), computer centre services, service performances and works performances. The Customer declares itself an operator in the sense of § 14 of the German Federal Law Gazette (BGB).

1.2 Integration of provisions

The provisions of this Contract are provided on the Internet by Fraport AG for download via the Internet. The applicable provisions are those on the Fraport AG internet site at the time of the signing of the contract. For the purposes of documenting the respective status, article 9.5. of the contract conditions includes details of the respective date of publication.

1.3 Object of the contract relationship

These provisions relate to the provision by Fraport AG of a connection for the data communication of the Customer. They regulate the provision of the connection, the performances parameters of the connection and the type- and method of payment of the charges to be paid.

1.4 Integration of provisions

The provisions of this Contract are provided on the Internet by Fraport AG for download via the Internet. The applicable provisions are those on the Fraport AG internet site at the time of the signing of the contract. For the purposes of documenting the respective status, article 9.5. of the contract conditions includes details of the respective date of publication.

2 Performances of Fraport

2.1 Connection provision

Fraport AG shall provide the Customer with a connection to which the Customer can connect terminal devices in accordance with the statutory provisions of the German Telecommunications Act (§ 3 TKG). The Customer is exclusively responsible for the terminal device to be connected and its proper operation, unless the parties have agreed otherwise. The Customer is not authorised to use the connection with more than one terminal device unless this has been specifically consented to by Fraport.

2.1.1 Ethernet

Unless the parties have agreed otherwise, Fraport AG shall provide the connection performances for an Ethernet connection by providing an input for a mains cable and transfer of data frames in accordance with the standard IEEE 802.3.

If the standard permits several design variants, Fraport AG is authorised to decide on a design variant at its own discretion.

2.1.2 DSL

Unless the parties have agreed otherwise, Fraport AG shall provide the connection performances for an Ethernet connection by providing a network termination point in a standard format. Fraport AG is entitled to determine the format at its own discretion. Fraport AG transmits data signals via the connection in accordance with the standard ITU G992.1 and ITU G992.2 (ADSL), ITU G992.3, ITU G992.4 (ADSL), ITU G992.3 Annex J and ITU G992.3 Annex L (ADSL 2). If the standard permits several implementation variants, Fraport AG is authorised to decide on an implementation variant at its own discretion. The type and performance capacity of the implemented DSL connection relate particularly to the physical circumstances of the line routing. Fraport AG is therefore authorised to determine the type and the performance capacity of the DSL connection at its own discretion.

2.1.3 Data connections

Unless the parties have agreed otherwise, Fraport AG shall provide the connection performances for a data connection by providing an un-connected two-wire copper cable.

2.1.4 Internet access

2.1.4.1 IP data switching

If the parties have reached an agreement that access to the internet is to be by means of connections provided by Fraport AG, Fraport AG shall further transfer IP packages in accordance with the respectively applicable Request for Comments (RFC) of the Internet Engineering Task Force (IETF). Fraport AG is obliged to transfer the data packets up to the switching point from Fraport AG to the public Internet. Fraport AG is not responsible for transmission of the data packets on the public Internet.

2.1.4.2 IP address

If the object of the agreement is the provision of a dynamic IP address, Fraport AG shall provide this via DHCP for a period of minimum 1h and maximum 24h. Fraport AG is authorised to exceed this period.

2.1.4.3 DNS provision

Fraport AG provides the Customer with the opportunity to request a domain name server (DNS) if the object of the agreement is the provision of a dynamic IP address. The duty of Fraport AG to provide the request opportunity is limited to the effort in providing the request opportunity.

The Customer has no farther-reaching claims for the provision of performances of a DNS server, particularly the provision of an input for the description of the IP address of the Customer.

2.2 Performance specification

The implementation of the performances in material terms is defined in the performance specification on which the parties based the contract. If not specifically described, the implementation of the performance is based on the published price list and the charges to be paid by the Customer. The performance specification describes the type- and the performance capacity of the connection as well as its availability and the planned performance interruptions for maintenance.

3 Obligations of the Customer

3.1 Charges to be paid by the Customer

The Customer undertakes to pay Fraport AG the prices for invoiced performances according to the published price list or as mutually agreed between the parties.

3.1.1 Payment period

Unless the parties have agreed otherwise, the Customer undertakes to pay the regular charges and charges payable by the Customer irrespective of use at the start of the month for the month of the provision. These charges are due on the first day of a calendar month. Charges which vary according to use by the Customer are due within 14 days of the arrival of an account from Fraport AG, but no later than the end of the calendar month following the invoice.

3.1.2 Invoicing

Fraport AG shall produce an invoice for the charges to be paid by the Customer.

Fraport AG shall send the invoice to the Customer by e-mail in Portable Document Format File (PDF file). If the Customer requests from Fraport AG an invoice in paper form, Fraport AG is authorised to request payment of the invoice in accordance with the published price list.

3.2 Access-granting by the Customer

Should the Customer grant access to the connection for data communication to its vicarious agents, staff or to other third parties, the Customer undertakes to pay the charges for this usage. Granting of access includes deliberate granting of access as well as the granting of access due to inadequate protection of the connection against use by third parties.

3.3 Operation of telecommunications equipment by the Customer

If the Customer operates telecommunications equipment using a connection provided by Fraport AG, the Customer itself is exclusively responsible for the terminal device to be connected and for its proper operation, unless the parties have agreed otherwise. Fraport AG is authorised to request from the Customer the immediate deactivation and modification of the telecommunications equipment operated by the Customer, if said telecommunications equipment interferes with, threatens to interfere with or is suspected of interfering with the telecommunications equipment of Fraport, telecommunications equipment of third parties or miscellaneous installations at the site of the Flughafen Frankfurt am Main. Particularly the Customer is not authorised on the basis of this contract to operate its own WLAN network or other radio systems on the operations site of Fraport AG. Reference is made to article.5.2. of the General airport regulations for the use of the airport.

Link: <http://www.fraport.com/content/fraport/en/misc/binaer/our-expertise/business-services/guidelines/5-1-2-general-airport-regulations/jcr:content.file/c2-2-general-airport-regulations.pdf>

4 Warranty

4.1 Fraport warranty

a) Fraport AG guarantees that the performances to be provided by Fraport AG are free from the rights of third parties. If, contrary to expectation, the provision of the performance is impaired by the rights of third parties, Fraport AG is authorised to modify the performance such that the impairment is removed. Claims of the Customer due to the impairment are not affected by this.

b) Availability

When Fraport AG refers to availability in the description of the performances, this relates to the month of the performance provision and is not taken into account in the description of the waiting times given in the performance description.

4.2 Guarantee of the Customer

The Customer guarantees:

a) that the identity of the connection proprietor specified by the Customer is that of the Customer;

b) that the Customer shall not use the performances provided by Fraport AG for offences against commercial property- and copyrights;

c) that the Customer shall not use the performances provided by Fraport AG for offences against the monopolies act, particularly not for offences against the

prohibition of harassment in accordance with § 7 of the German Fair Trade Practices Act (UWG);

d) that the Customer shall not use the performances provided by Fraport AG for criminal activities, particularly for the provision or accessing of pornographic-, racially discriminating- or otherwise prohibited content;

e) that the Customer shall not use the performances provided by Fraport AG for attacks (including distributed denial-of-service attacks (DDOS attack)) on IT systems of Fraport AG or third parties.

4.3 Prescription of claims

Claims of the parties based on the warranty shall be valid for one year from the end of the year in which the claims arose.

5 Service performances

Unless specifically agreed by the parties, Fraport AG is not obliged to support the Customer in the assertion of claims for performances. If Fraport AG supports the Customer in the assertion of claims for the performances, despite there being no corresponding agreement, this does not entitle the Customer to claim for said support and said support shall represent only suggestions on the part of Fraport AG.

6 Liability

The liability of either party for malicious intent is unlimited. The parties also carry unlimited liability for personal injury. The parties carry unlimited liability for property claims if the property claim is due to gross negligence on the part of the liable party. The liability according to product liability law is unaffected.

7 Termination of Contract

Unless the parties have agreed a minimum contract term, either party can terminate the contract with a period of four weeks' notice. If the parties have agreed a minimum contract term, either party can terminate the contract with a period of four weeks' notice after the end of the minimum contract term.

The right of either party to terminate the contract on extraordinary grounds is unaffected. Fraport AG is particularly entitled to terminate the contract on extraordinary grounds if any of the following circumstances occurs:

- a) Preliminary or final insolvency proceedings are opened against the assets of the Customer;
- b) The Customer is more than two months in arrears with payment;

- c) The Customer has infringed against a guarantee in accordance with article 4.2 of this contract;
- d) The Customer has used the telecommunications equipment in contravention of article 3.3 of this contract which has led to the malfunction of other equipment, and has ignored a request of Fraport AG to deactivate or modify said telecommunications equipment operated by the Customer;
- e) The Customer has enacted a seriously infringement against a duty of this contract.

8 Contact

All correspondence from the Customer shall be directed in text form to the following e-mail address:

iuk-km-vertrieb@fraport.de

Declarations which relate to the content of this contract or the exercise of rights under this contract shall be directed by the Customer in writing to the following address:

iuk-km-vertrieb@fraport.de

Fraport AG is entitled to address all declarations to the address of the Customer disclosed in the contract in text form and/or writing. If materials which require the written form are disclosed firstly by fax, said materials are considered as having been received on transmission of the fax, subject to verification by the send report.

9 Miscellaneous provisions

9.1 Price list

Prices of the IT Services of Fraport AG are published in the respectively current price list.

9.2 Sales tax/VAT

All prices of Fraport AG are net prices. The applicable sales tax/VAT shall be added at the respective statutory rate.

9.3 Offsetting/assignment

The Customer is authorised to offset claims with respect to Fraport AG only with claims which either are legally binding, which could be asserted by the Customer against Fraport AG or which are undisputed by Fraport AG. The Customer is not authorised to assign claims from this Contract.

9.4 Severance clause

Should any individual provisions of the Contract be unworkable or void, this shall not affect the efficacy of the remainder of the Contract. § 139 of the German Federal Law Gazette (BGB) is waived.

9.5 Language

The German version of this contract takes precedence.

9.6 Choice of law and jurisdiction

This contract is subject exclusively to German law. The application of the UN purchasing law, if applicable, is waived.

9.7 Place of jurisdiction

The place of jurisdiction for any and all disputes from and in relation to this contract is Frankfurt am Main.

9.8 Regulations on use of the airport

The General Airport regulations published by Fraport AG apply without prejudice to these provisions and take precedence over the provisions in this contract.

9.9 Date of publication

This version of these provisions was published on 01.07.2014.