

Contract for mdex SMS Messaging



(1000VT03_v.7.3EN_mdex_contract-SMS Messaging)

This order constitutes an agreement according to the following conditions between **mdex GmbH** (subsequently **mdex**) and

<input type="text"/>	<input type="text"/>
Company (subsequently „beneficiary“)	Trade Register-Number / Location

<input type="text"/>	<input type="text"/>
Street, Number	Country, Postal Code, City

<input type="text"/>	<input type="text"/>	<input type="text"/>
e-mail address	Phone	Faxsimile

1. Closing of this contract: This contract gets accepted by mdex either by countersigning this order or by means of order confirmation in writing.

2. Service: The obligations for goods and services are set in the respective service descriptions that are amended hereto. mdex provides the following services to the beneficiary:

SMS

- SMS Delivery
- SMS Reception by Long Code
- SMS Large Account Hosting

Weitere Option:

- Notification Request (Delivery / Hosting only)

Please mark the applicable products/options!

3. Physical Connection: The technical details are set in the respective technical specifications that are amended hereto as well as in the activation data sheet that is to be filled out by the beneficiary. The connection is to be established within five working days after acceptance of this order by mdex. The physical connection of the beneficiary will be established by means of the following protocol:

SMS

- | | |
|--|-------------------------------|
| <input type="checkbox"/> EMI/UCP | <input type="checkbox"/> SMPP |
| <input type="checkbox"/> SMTP (E-Mail to SMS) | <input type="checkbox"/> HTTP |
| <input type="checkbox"/> Maver (E-Mail to SMS – mass shipping) | |

Please mark applicable protocol!

4. Prices: For messages into German networks prices according to the price list that is amended hereto are in effect. For foreign networks prices are in effect according to the price list in combination with the „mdex Reachlist SMS“ in the respectively updated version. All prices are plus legal VAT.

5. Component Parts of the Contract: The following elements are amended to this agreement as mentioned above:

- Product description for the ordered products
- Technical Spezification for the ordered interface
- Price list as well as the „mdex Reachlist SMS“ in the respectively updated version (SMS products only)

6. Additionally the overleaf General Terms and Conditions are in effect.

7. Miscellaneous:

<input type="text"/>	<input type="text"/>
Place, date	Place, date

<input type="text"/>	<input type="text"/>
Signature of the beneficiary	Signature of the representative - mdex

<input type="text"/>	<input type="text"/>
Printed name of the beneficiary	Printed name of the representative - mdex



General Terms and Conditions

mdex GmbH, Bäckerberg 6, D-22889 Tangstedt (Status: December 2019 / Version 7.3)

§ 1 Price Changes

If one or more German carriers change the prices, the service provider will be authorized to adapt his prices correspondingly. In this case, the new prices will be valid 2 weeks after announcement to the service recipient. If the prices for transmission into German networks are raised, the service recipient may terminate the contract as to the beginning of validity period of the new prices. In case of transmission of SMS into foreign networks prices are subject to change without notice.

§ 2 Termination

This agreement may be terminated by either party subject to 4 weeks notice to the end of the quarter. Minimum contract period is six months from start of contract. If one of the contracting partners does not meet essential duties agreed upon, the agreement may, however, be terminated without notice.

§ 3 Obligations of the Service Recipient

The service recipient has to ensure at his own expenses that qualifications mentioned in this agreement and the interface description are fulfilled. The service recipient may not grant technical access to the respective service provider's gateway to any unauthorized third party. The service recipient is not admitted to send messages undesirable to the recipient. If the recipient has agreed to receive these messages, the service recipient has to give evidence of this acceptance.

§ 4 Performance

The service may temporarily be affected by interferences the service provider may be unable to avoid irrespective all diligence reasonable under the given circumstances. This also applies to interferences caused by repair and maintenance work that are essential for the proper or improved operation. The service provider cannot be held liable for damage or consequential loss (including lost profit) or for the consequences of interferences or interruptions caused by carriers or other third parties. The service provider does not assume any liability for transmission delays caused by external service failures, carrier restrictions, industrial action, flooding, fire or Acts of God.

§ 5 Liability

The service provider assumes liability to the full amount of the damage for cases of intent and gross negligence of its statutory organs and executives and for cases of infringement of rights to protect life, body, health, freedom, property or other rights. Furthermore, the service provider is liable for any case of culpable breach of essential contractual obligations only. Essential contractual obligations are those basic obligations that determine the conclusion of the contract for the respective parties and which compliance are essential for the duly accomplishment of the contract, and therefore make the compliance trustworthy for the respective party. In case of simple negligent breach of essential contractual obligations the service provider is only liable to the amount of the typical predictable damage for each event that causes damages.

§ 6 Liability for correctness regarding contents

The service provider does not assume any liability for the correctness of the transmitted information. He can neither be held liable for messages undesirable to the recipient nor for the contents that are illegal according to the existing law, (as e.g. messages of racist, discriminative, immoral or insulting contents) or that conflict with any custom or usage. The service provider is authorized to refuse transmission of corresponding messages.

The service recipient is bound to ensure that the originator of each short message can be identified. The service provider may stop the service immediately, if the service recipient in person or through a third party sends messages of illegal or unwanted content or feed in to the service provider. The same applies if a carrier demands the service provider to shutdown the connection granted to the service recipient (e.g. due to illegal contents or refused acceptance). The service recipient is to be informed immediately about the shutdown.

The service recipient shall indemnify the service provider, upon first demand, from any claims of third parties in regard of non contractual or illegal behavior of the service recipient.

§ 7 Terms of payment

The invoice is to be issued after execution of the order, minimum once a month, payable net on receipt of invoice. The service recipient is not entitled to neither withhold payments nor offset payments due to counter claims that have not been legally accepted. If the service taker fails to meet his financial or other essential obligations, the service provider may suspend all services without notice. The service provider may subcontract services, particularly invoicing and collection of payments or cede his claims against the service taker to third.

§ 8 Data Protection and Non-Disclosure

The service provider may process and use the service recipient's or his customers' personal data, as far as this is necessary to fulfill the contract. Either party is obligated not to disclose any knowledge, information or documents originating from the business relationship to a third party, but to use for internal processing only. Both parties agree to take all precautions to avoid the danger of information being noticed or exploited by any third party. This duty of secrecy is for no set period and valid even after termination of the agreement. The employees entrusted are also bound to secrecy.

§ 9 Miscellaneous

If single contract provisions become invalid, all other contract provisions will not be affected. All ineffective provisions shall be replaced by legal regulations that come closest to the object. All contractual agreements, changes, amendments and terminations must be drawn up in writing. In case of litigation the contract is governed exclusively by German law. Place of jurisdiction is Tangstedt / Germany.