

Contact:
Deutsche Telekom Technischer Service GmbH
at MOC | Lillienthalallee 40 | 80939 München | Germany
Tel. +49 89 12162030 | moc@telekom.de

Web Shop: www.telekom.de/moc

Exhibitor

Hall / Stand no.

VAT no.

Contact

Street / P.O. Box

E-mail

Country / Town / Postcode

Tel. with area code and ext.

Fax with area code and ext.

We hereby order—on behalf and by order of the aforementioned exhibitor—subject to acceptance of the terms of business set out on pages 3–4 in the period from: _____ to _____.

■ Fixed-line connections

Quantity	Item no.	Service	EUR
	1.1	IP connection - symmetrical 4 Mbit/s , (4 Mbit/s download / upload speed) incl. router, Internet flat rate and fixed IP address	280.00
	1.2	IP connection - symmetrical 10 Mbit/s , (10 Mbit/s download / upload speed) incl. router, Internet flat rate and fixed IP address	350.00
	1.3	IP connection - asymmetrical 16 Mbit/s , (16 Mbit/s download speed, 1 Mbit/s upload speed) incl. router, Internet flat rate	320.00
	1.4	IP connection - asymmetrical 25 Mbit/s , (25 Mbit/s download speed, 5 Mbit/s upload speed) incl. router, Internet flat rate	340.00
Higher bandwidths can be provided on request.			
	1.5	WLAN as an additional option for the IP connection for items 1.1–1.4	20.00
	1.6	Analog telephone connection with Busi- ness Flat Premium and standard telephone	105.00

■ Service description fixed-line connections

1. IP connections for Internet access

All IP connections are provided with an IP address and an Internet flat rate. No ports or protocols are blocked. The connections are fully transparent for VPN and IPsec. Further IP addresses are possible on request and payment of a charge. All users are responsible for their own individual security. The MTU size is 1500.

All IP connections are equipped with a router and at least three Ethernet interfaces on the LAN side. The connecting system used is RJ45. A public IP address is provided on the Internet side. IP addresses are allocated dynamically on the LAN side (DHCP).

Connections are configured as asymmetrical connections with 16,000 kbit/s /1024 kbit/s or as symmetrical connections with 4 or 10 Mbit/s.

Options

Internet access via WiFi can be booked additionally. Bandwidth specifications are “up-to”, i.e. maximum values.

As an additional option, a telephone connection incl. standard telephone can be ordered. Further end devices are shown in the price list.

2. Connections for telephone and fax (analog connection and IP voice / data connection)

The telephone connection can be ordered as an analog connection or IP voice / data connection, subject to availability in the network of Deutsche Telekom.

The above-mentioned connections are linked with MOC Veranstaltungszentrum München's voice carrier, no call by call or pre-selection possible (no 010..... numbers possible!). Similarly, Premium Rate services under the number 0900 are blocked. The connection charges for telephone calls for items 1.5 to 1.7 are charged in accordance with the valid telephone tariffs of Deutsche Telekom AG. The price includes additionally a Business Flat Premium. This applies for all connections into the German fixed-line network and to neighboring countries + GB, H, I, E, S, P, IRL, China, USA.

3. Miscellaneous

Important to note: the services ordered cannot be provided unless a layout plan is submitted.

The closing date for orders is ten working days prior to the commencement of the exhibition. A surcharge for late orders is raised for any orders received after this date.

The prices indicated include the following services:

- setup and dismantling of the connections and end devices incl. any materials required

- the end devices are delivered to and collected from the stand

The exhibitor is responsible for the end devices and is liable for any loss.

The prices are net of any sales tax due and apply for a rental period of max. 30 days. Contract fulfilment is to occur in accordance with the Terms of Business for Information and Communication Services at MOC Veranstaltungszentrum München as well as with the general and individual tariff lists of Telekom Deutschland GmbH. Prices are subject to change.

■ End devices for rent

Quantity	Item no.	Service	EUR
	2.1	Analog added-feature telephone, surcharge	20.00
	2.2	Fax machine	60.00
	2.3	Multifunction fax machine, also usable as printer	80.00
	2.4	Conference telephone system, adequate for up to 30 m ² room size	45.00
	2.5	Switch	18.00

■ Miscellaneous

Quantity	Item no.	Service	EUR
	3.1	Late order surcharge	50.00
	3.2	Standard hourly rate	100.00

■ Terms of payment

See section 9 of the Terms of Business for Information and Communication Services at MOC Veranstaltungszentrum München for further details.

■ Direct debit from bank

Please charge the billing amount due to the following account:

Account holder

IBAN

SWIFT / BIC

Bank name

Invoices are issued by Concat GmbH.

Place / date

Company stamp and legally binding signature of exhibitor

■ Terms of Business for Information and Communications Services at MOC Veranstaltungszentrum München as of July 1, 2012

Telekom Deutschland GmbH has concluded a contract governing individual services with Messe München GmbH for the exhibition grounds of MOC Veranstaltungszentrum München. The services can be ordered by Messe München GmbH's exhibitors and customers directly from Telekom Deutschland GmbH. Telekom Deutschland GmbH treats these orders as though they had been placed by Messe München GmbH directly, i.e. counselling, inquiries and complaints will be handled and ultimately clarified by Telekom Deutschland GmbH directly with Messe München GmbH's customers and exhibitors. For all such services, the following terms and liability provisions apply. Invoices are to be issued and debts collected on behalf of Messe München GmbH likewise by Telekom Deutschland GmbH, for which purpose the latter has commissioned Concat GmbH. Insofar as Telekom Deutschland GmbH or the service provider is mentioned in the following, Telekom Deutschland GmbH is deemed to be acting as Messe München GmbH's agent.

■ 1. Orders

1. The information and telecommunication services of Telekom Deutschland GmbH for Messe München GmbH's customers and exhibitors are to be ordered exclusively via Messe München GmbH. Orders are subject to acceptance by Telekom Deutschland GmbH, whereby approval may also be given tacitly, e.g. in that the requested services are supplied.
2. The exhibitor is entitled to cancel an order for the information and telecommunication services detailed overleaf, either partially or entirely, on condition that notice of cancellation is received by Telekom Deutschland GmbH no later than three weeks prior to the opening of the event. Free-of-charge cancellation of the order is possible until such time as the customer has not received an order confirmation from Telekom Deutschland GmbH. From that time on, a one-off handling charge of EUR 75.00 will be raised. The full product price becomes due after commencement of the setup work.
3. Should the exhibitor require any changes to the services Telekom Deutschland GmbH has already provided notably on the exhibition stand, Telekom Deutschland GmbH is to carry out the changes at its discretion and charge for the expense incurred. A late order surcharge is raised on orders submitted late. In the absence of any specific provision to the contrary, the contract comes into effect upon receipt of order confirmation or, at the latest, upon provision of the service by the service provider.

■ 2. Provisioning period

The information and communication services ordered will be made available for the duration of the respective event, as well as in the setup and dismantling phases. If the provision of information and communication services is required outside this period, this additional availability must be ordered separately. These services may be charged additionally. Inquiries concerning orders may be made via telephone at service number +49 89 12162030, by fax at +49 89 12162031 or by e-mail to moc@telekom.de.

■ 3. Transfer

1. All services ordered will be provided to exhibitors by Telekom Deutschland GmbH or subcontractors appointed by it on a rental basis. Customers must, at their own expense, enable the employees of the service provider (Telekom) access the property as well as the exhibition stand and communication installations located on it, insofar as this is necessary for the execution of the testing, installation and maintenance work.
2. If exhibitors use their own end devices, these must conform to the legal regulations currently in force, including the valid EU guidelines applicable to end devices, ITU guidelines and CCITT recommendations, notably CCITT recommendation i430. If an exhibitor fails to comply with this obligation and malfunctions occur as a result, Telekom Deutschland GmbH is entitled in particular to demand from the exhibitor reimbursement of costs of analyzing and rectifying any malfunctions.
3. Telekom Deutschland GmbH is also entitled to demand that the exhibitor immediately disconnects from the network the end devices causing the malfunctions. For Internet access purposes, the network cards used in the exhibitor's PC must conform to the Ethernet specifications (IEEE 802.3). The public IP addresses ordered will be made available to the exhibitor with the order confirmation.

The exhibitor may not under any circumstances use IP addresses other than those provided by Telekom Deutschland GmbH or modify the prescribed subnet mask. If an exhibitor fails to comply with this obligation and malfunctions occur as a result, Telekom Deutschland GmbH is entitled in particular to demand from the exhibitor reimbursement of costs of analyzing and rectifying any malfunctions.

4. Telekom Deutschland GmbH is further entitled to exclude from the LAN any exhibitors who despite previous warnings use IP addresses other than those assigned to them or who use subnet masks other than those prescribed for them and to demand reimbursement of the associated costs. In the event of attacks on network functionality or other attacks, Telekom Deutschland GmbH reserves the right to block the given connection on an either temporary or permanent basis. If malfunctions occur in the PC of an exhibitor who has used IP addresses other than those assigned to him or has modified the subnet mask, Telekom Deutschland GmbH will rectify the fault at the request and risk of the exhibitor at the prices valid at the time of the event.
- At the request of the exhibitor, Telekom Deutschland GmbH will configure the PC, if technically and operationally possible, at the exhibitor's risk and at the prices valid at the time of the event.
5. When using Internet connections (DSL, IP connections, IP voice/data, etc.), the unsolicited dispatch of e-mails for advertising purposes (mail spamming) or unsolicited dispatch of news for advertising purposes (news spamming) to third parties is prohibited. The exhibitor and other users are provided with permanent access to the Internet by way of the Internet connection. As the data is transmitted in a transparent manner via this connection (as per RFC812 on OSI level 3), Messe München GmbH has no influence on the content thus transmitted and, as such, is unable to filter out any undesirable content that might impact on the usage of the Internet access. At the end of the contractual term, the IP address should no longer be used.
6. The customer (user) undertakes to neither offer information with illegal or immoral content nor to refer to offers with such content. This includes above all such content as serves the incitement of the people as defined under paragraphs 130, 130a and 131 of the German Criminal Code, encourages criminal activity, glorifies or trivializes violence, is pornographic or suitable for use as pornography as defined under paragraph 184 of the German Criminal Code, constitutes a serious moral risk for children or juveniles or compromises their welfare.
7. The customer is not allowed to transfer or sublet the services to third parties for their sole (further) use without the prior consent of Telekom Deutschland GmbH.

■ 4. Service center

A service center has been set up in case of faults. The service telephone number is +49 89 12162030, the fax number is +49 89 12162031 and the e-mail service address is moc@telekom.de.

■ 5. Liability

1. For any damage attributable to the usage of telecommunications services for the public, Telekom Deutschland GmbH is liable in accordance with the provisions set out in the German Telecommunications Act.
2. Telekom Deutschland GmbH is otherwise liable without limit for all damage attributable to wilful intent or gross negligence or the absence of a guaranteed feature or attribute.
3. In cases of minor negligence, Telekom Deutschland GmbH is liable without limit for any damage to life, body and health. Telekom Deutschland GmbH is otherwise liable in cases of minor negligence only insofar as such duty is violated, the fulfilment of which permits the due and proper performance of contract in the first place, the violation of which puts the attainment of the contractual purpose at risk and in compliance with which the customer may generally trust (cardinal duty). For violation of a cardinal duty, the liability is limited to such damage as is typical to the contract and foreseeable. This also applies to lost profit and savings that do not materialize. The liability for any other consequential damage remotely connected with the defect concerned is excluded.
4. For the loss of data, Telekom Deutschland GmbH is liable in cases of minor negligence subject to the preconditions and scope set out in section 3 only if the customer carries out a data backup on a daily basis.

5. The liability without fault of Telekom Deutschland GmbH to pay compensation (§ 536 a German Civil Code) for defects existing at the time of contract conclusion is excluded. Section 2 and section 3 remain unaffected.
6. The liability for all other damage is excluded, notably for data loss or hardware faults caused by the incompatibility of components on the customer's PC system with the new hardware and software or with that to be changed, as well as for system faults attributable to existing configuration errors or to older, disruptive and / or incompletely deleted drivers.
7. The contracting parties agree further that Telekom Deutschland GmbH has no influence on or control over the content of the information exchanged via Global Corporate Access. Telekom Deutschland GmbH therefore, is not liable for content made accessible via Global Corporate Access. For any damage attributable to Internet content made accessible via Global Corporate Access (such as viruses, Trojan horses, worms, time bombs, cancelbots ("delete robots"), Telekom Deutschland GmbH assumes no liability.
8. The liability in accordance with the provisions of the German Product Liability Act remains unaffected.
9. Should Telekom Deutschland GmbH have claims asserted against it by third parties attributable to such alleged acts of the customers or their users as would constitute a violation of the terms of this contract, the customer is to exempt Telekom Deutschland GmbH from these claims.

■ 6. Call connections

The connection prices charged via the corporate client tariff Business Call apply and can be accessed at www.telekom.de.

■ 7. Return of end devices

The end devices will be collected by Telekom Deutschland GmbH by no later than the last day of the stand dismantling-period.
Up until the collection of the end devices, the user is liable for any loss.

■ 8. Terms of connection

All connections/equipment ordered will be provided exclusively by Telekom Deutschland GmbH. The provision of a connection will occur to the point within the stand marked by the exhibitor on the plan. Communication connections required for locations outside the MOC may only be provided by the network operator concerned to a central transfer point within MOC Veranstaltungszentrum München. The extension of such connections from the transfer point to the exhibitor's stand is to occur exclusively by Telekom Deutschland GmbH upon payment of the expense incurred.

■ 9. Terms of payment

1. All remuneration and ancillary costs are generally quoted as net prices plus any taxes and charges due by law.
2. Other prices, notably those dependent on usage, are payable after the service has been provided. If the price dependent on usage is for parts of a calendar month, this is charged on a pro rata basis for each day of use (1/30 day / month).
3. The invoice amount is payable to the account stated on the invoice and must have been credited to the account by no later than the tenth day subsequent to receipt of invoice. In the event that the customer issues direct debit authorization, Telekom Deutschland GmbH or Concat GmbH will not debit the invoice amount from the agreed account prior to the seventh day subsequent to receipt of invoice.
4. Complaints regarding the rates of call charges or other usage-dependent charges of Telekom Deutschland GmbH are to be addressed to Telekom Deutschland GmbH or Concat GmbH immediately upon receipt of invoice. Complaints must have been received within eight weeks of receipt of invoice. Failure to lodge complaints on time is deemed to equate to approval; in its invoices, Telekom Deutschland GmbH is to draw the customer's specific attention to the consequences of the failure to lodge complaints on time. The customer's statutory entitlements in terms of lodging complaints after the expiry of the deadline remain unaffected.
5. As the contractual partner of Telekom Deutschland GmbH, Messe München GmbH has appointed the latter to perform invoicing and debt collection activities; these are to be conducted by Telekom Deutschland GmbH's business partner Concat GmbH.

■ 10. Other terms and conditions

1. Telekom Deutschland GmbH is entitled to provide the services via third parties acting as subcontractors. Telekom Deutschland GmbH is liable for the service provision via subcontractors as it is for its own actions.
2. The place of jurisdiction for all disputes arising from or in connection with this contract is deemed to be Bonn, Germany. Any exclusive place of jurisdiction is deemed to have priority.
3. The customer may assign the rights and duties from this contract to a third party only with the prior written consent of Telekom Deutschland GmbH.
4. The contractual relations between the contracting parties are governed by German law.

Layout plan of the stand showing the precise position of the connections / services ordered. Please use the following symbols to mark the connections:

■ Tel. / Fax / . . . ▼ Internet

Please indicate the position of your stand by showing adjacent stands, aisles or hall entrances.

