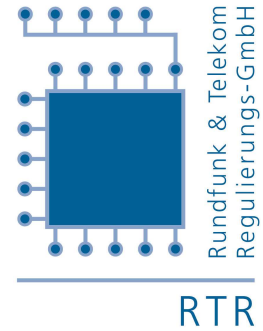


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ADDENDUM to the AGREEMENT of August 24, 2004

concluded by:

Rundfunk und Telekom Regulierungs-GmbH
(Austrian Regulatory Authority for Broadcasting and
Telecommunications)

(Company Register FN 208312t)

Mariahilfer Strasse 77-79

A-1060 Vienna, Austria

(hereinafter referred to as "**RTR**")

and

enum.at Dienstleistungs GmbH
für konvergente Kommunikationsdienste

(Company Register FN 244986z)

Karlsplatz 1/2/9

A-1010 Vienna, Austria

(hereinafter referred to as "**enum.at**")

(jointly referred to as "the parties" and "the parties to this agreement" in this document)

Preamble

The following addendum has been agreed upon as a supplement to the agreement concluded on August 24, 2004 (hereinafter referred to as **Agreement 1**) by RTR and enum.at on the technical operation as well as the setup, change and deletion of ENUM domain delegations within Austria's ENUM-TLD 3.4.e164.arpa zone (end-user ENUM). Agreement 1 is to be considered an integral part of this agreement.

Infrastructure ENUM refers to the use of the technology defined in RFC3761 by communication service providers in a specially established and publicly available subdomain for infrastructure ENUM within e164.arpa. The specific subdomain to be used for the +43 number range will be defined by enum.at in cooperation with RTR. Should the domain intended for infrastructure ENUM not be defined internationally within the TLD 3.4.e164.arpa, both parties to the agreement will attempt to reach an agreement on whether and how infrastructure ENUM can be realized until the end of the term of this agreement. In infrastructure ENUM, the authorized communications service provider is also the registrant. In contrast to end-user ENUM (defined in RFC 3761), the communications service provider to which the corresponding telephone number is assigned (or to which the use authorization for the number has been transferred, for example due to porting) uses the corresponding infrastructure ENUM domain.

I. Subject matter and basis of the agreement

I.I This addendum expands Agreement 1 to include the following provisions regarding infrastructure ENUM. Agreement 1 forms an integral part of this addendum. The provisions regarding end-user ENUM of Agreement 1 shall remain unchanged.

II. Changes/supplements to the provisions of Agreement 1 (section references based on Agreement 1)

II.I Definitions: In connection with infrastructure ENUM, the terms below are defined as follows:

- **Error:** A state in which an ENUM domain is registered to a communications service provider (as the registrant) other than the authorized communications service provider;
- **Infrastructure ENUM:** The use of the technology defined in RFC3761 by communication service providers in a specially established and publicly available subdomain for infrastructure ENUM within e164.arpa.

II.II Ad Section F lit. j of Agreement 1: The definition of the "authorized communications service provider" is to be supplemented in such a way that it also includes those communications service providers which provide a communications service (under a setup order from the subscriber for numbers officially and directly assigned to the subscriber) for a given telephone number.

II.III Ad Section 2.6 of Agreement 1: For infrastructure ENUM, it is not necessary to define number ranges in the registrar's agreement for the purpose of validation. All E.164 number ranges defined in the 6th ordinance of the Austrian Regulatory Authority for Broadcasting and Telecommunications defining regulations on communications parameters, fees and value added services (Communications Parameters, Fees and Value-Added Services Ordinance, or KEM-V) can be used in connection with infrastructure ENUM. In this context, emergency numbers, short public numbers and short operator numbers do not constitute E.164 numbers.

II.IV In Section 2 of Agreement 1, the following item shall be inserted before 2.12. with regard to infrastructure ENUM: On a weekly basis, enum.at shall check the delegated infrastructure ENUM domains for errors using the most recent data provided electronically by RTR. Moreover, it shall be necessary to take technical measures to ensure that delegations of infrastructure ENUM domains can only be performed by communications service providers within the number ranges assigned to them according to the data provided electronically by RTR. Exceptions to this provision shall include telephone numbers which are labeled explicitly by the registrar as ported numbers, or numbers for which the registrar provides a communication service (under a setup order from the subscriber for numbers officially and directly assigned to the subscriber). The data provided by RTR is only to be used by enum.at and must not be passed on to third parties.

II.V Ad Section 2.12 of Agreement 1: With regard to infrastructure ENUM, Section 2.12 is to be expanded in such a way that RTR is to be informed of erroneous delegations in any case.

- II.VI In Section 2 of Agreement 1, the following item shall be inserted after 2.14. with regard to infrastructure ENUM: Upon request, enum.at shall provide RTR with a list of all infrastructure ENUM domain delegations for ported telephone numbers (insofar as enum.at has been informed under Section II.XII).
- II.VII Ad Section 4.1 of Agreement 1: In deviation from Section 4.1, all E.164 number ranges governed by the KEM-V can be used for the purpose of infrastructure ENUM.
- II.VIII Section 4.2 of Agreement 1 shall be replaced by the following wording: In infrastructure ENUM, if the integrity of the overall number range or individual ranges appears to be endangered by errors, RTR can suspend certain delegations or all delegations of a registrar or of an entire number range, or prohibit the delegation of further infrastructure ENUM domains for certain registrars or number ranges. enum.at shall be consulted before any such restrictions are imposed. In cases where restrictions re to be imposed on a registrar, enum.at shall attempt to resolve the problem with the relevant registrar. RTR shall be responsible for deciding whether the integrity of a number range is endangered or not. A number range shall be considered endangered in any case if calls are repeatedly routed incorrectly due to inaccurate infrastructure ENUM entries.
- II.IX Ad Section 5 of Agreement 1: Subsection 5.5 shall be eliminated with regard to infrastructure ENUM. Validation beyond the requirements of Section II.IV is not necessary as a prerequisite for the delegation of an infrastructure ENUM domain. This prerequisite shall be replaced directly by the contractually agreed responsibility (see Section II.XI) of the communications service provider to perform (or arrange for the performance of) only delegations for number ranges which they have been authorized to use by an official decision or porting, or for which they have been instructed to provide a service by the holder of the authorization. In all cases, the data maintained by enum.at must include the unique identification of the responsible communications service provider for each delegation; additional data on the registrant is not necessary.
- II.X Ad Section 6 of Agreement 1: Sections 6.3 to 6.5 and 6.7 to 6.11 shall be eliminated with regard to infrastructure ENUM.
- II.XI Ad Section 6.1 of Agreement 1: This section is to be amended in such a way that the registrar shall be responsible for the accuracy of the entries it makes with regard to infrastructure ENUM. In particular, communications service providers are only permitted to register numbers or number ranges for which the communications service providers have been granted an authorization. Measures under Section II.VII shall not justify a claim to compensation.
- II.XII In Section 6 of Agreement 1, the following item shall be inserted before 6.4: When requesting infrastructure ENUM domain delegations for imported telephone numbers, the registrar shall accordingly label these numbers as ported. Similarly, telephone numbers for which the registrant provides a communications service (under a setup order from the subscriber for numbers officially and directly assigned to the subscriber) must also be labeled accordingly.
- II.XIII Ad Section 6.13 of Agreement 1: The data referenced in Section 5.3a shall correspond to the data defined in Section II.IX (last sentence) for infrastructure ENUM.
- II.XIV Ad Section 7 of Agreement 1: The heading is to be changed to "Minimum requirements for registrar's agreements / provisions regarding registrants."

- II.XV Ad Section 7.1 of Agreement 1: The last sentence shall be changed in such a way that the corresponding provision under Art. 9 Par. 5 KEM-V is to be included in any registrar's agreements in the case of infrastructure ENUM.
- II.XVI Ad Section 7.4 of Agreement 1: This section is to be changed in such a way that it shall be the sole responsibility of the authorized communications service provider to decide whether an infrastructure ENUM domain is delegated or not.
- II.XVII Ad Section 7.5 of Agreement 1: This section is to be changed in such a way that it shall be the sole responsibility of the authorized communications service provider to decide which data is entered in its NAPTR records.
- II.XVIII This addendum to Agreement 1 has been drawn up in two original versions, with one such version being issued to each party.

Vienna, April 18, 2006

RTR-GmbH

represented by

Dr. Georg Serentschy

Chief Executive Officer,
Telecommunications Division

enum.at

represented by

Mag. Robert Schischka

Chief Executive Officer