

**Fill in this information to identify the case:**

Debtor iPass, Inc.

United States Bankruptcy Court for the: Southern District of New York  
(State)

Case number 22-10618

**Official Form 410  
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

<p>1. Who is the current creditor?</p>	<p><u>Deutsche Telekom AG</u> Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>	
<p>2. Has this claim been acquired from someone else?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<p>3. Where should notices and payments to the creditor be sent?</p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p><b>Where should notices to the creditor be sent?</b></p> <p><u>Deutsche Telekom AG</u> <u>Stefan Seibert</u> <u>Heinrich-Hertz-Straße 1</u> <u>Darmstadt, Hesse 64295, Germany</u></p> <p>Contact phone <u>+49 6151 581- 6213</u></p> <p>Contact email <u>Stefan.Seibert@telekom.de</u></p>	<p><b>Where should payments to the creditor be sent? (if different)</b></p> <p>Contact phone _____</p> <p>Contact email _____</p>
<p><b>(see summary page for notice party information)</b></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>		
<p>4. Does this claim amend one already filed?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY</p>	
<p>5. Do you know if anyone else has filed a proof of claim for this claim?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_

7. How much is the claim? \$ 786,225.02. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Judgment for breach of contract

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/09/2022  
MM / DD / YYYY

/s/Stefan Seibert  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Stefan Seibert  
First name Middle name Last name

Title Senior Legal Counsel

Company Deutsche Telekom AG  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 201-2205 | International (310) 751-1839

<b>Debtor:</b> 22-10618 - iPass, Inc.		
<b>District:</b> Southern District of New York, New York Division		
<b>Creditor:</b> Deutsche Telekom AG Stefan Seibert Heinrich-Hertz-Straße 1  Darmstadt, Hesse, 64295 Germany <b>Phone:</b> +49 6151 581- 6213 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> Stefan.Seibert@telekom.de	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Disbursement/Notice Parties:</b> Morgan, Lewis and Bockius LLP Christopher L. Carter One Federal Street 32nd Floor  Boston, MA, 02110  <b>Phone:</b> 617 341 - 7700 <b>Phone 2:</b>  <b>Fax:</b>  <b>E-mail:</b> christopher.carter@morganlewis.com		
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Judgment for breach of contract	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 786,225.02	<b>Includes Interest or Charges:</b> Yes	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Stefan Seibert on 09-Aug-2022 2:16:50 p.m. Eastern Time  <b>Title:</b> Senior Legal Counsel  <b>Company:</b> Deutsche Telekom AG		

**Fill in this information to identify the case:**

Debtor 1 \_\_\_\_\_

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: \_\_\_\_\_ District of \_\_\_\_\_

Case number \_\_\_\_\_

# Official Form 410

## Proof of Claim

04/22

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

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A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

### Part 1: Identify the Claim

**1. Who is the current creditor?**

\_\_\_\_\_  
Name of the current creditor (the person or entity to be paid for this claim)

\_\_\_\_\_  
Other names the creditor used with the debtor

**2. Has this claim been acquired from someone else?**

No

Yes. From whom? \_\_\_\_\_

**3. Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

**Where should notices to the creditor be sent?**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Number Street

\_\_\_\_\_  
City State ZIP Code

\_\_\_\_\_  
Contact phone

\_\_\_\_\_  
Contact email

**Where should payments to the creditor be sent? (if different)**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Number Street

\_\_\_\_\_  
City State ZIP Code

\_\_\_\_\_  
Contact phone

\_\_\_\_\_  
Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

\_\_\_\_\_

**4. Does this claim amend one already filed?**

No

Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_  
MM / DD / YYYY

**5. Do you know if anyone else has filed a proof of claim for this claim?**

No

Yes. Who made the earlier filing? \_\_\_\_\_

**Part 2:** Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_

7. **How much is the claim?** \$\_\_\_\_\_. **Does this amount include interest or other charges?**  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?** Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.

\_\_\_\_\_

9. **Is all or part of the claim secured?**  No  
 Yes. The claim is secured by a lien on property.

**Nature of property:**

Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

Motor vehicle

Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** \$ \_\_\_\_\_

**Amount of the claim that is secured:** \$ \_\_\_\_\_

**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %

Fixed

Variable

10. **Is this claim based on a lease?**  No  
 Yes. **Amount necessary to cure any default as of the date of the petition.** \$ \_\_\_\_\_

11. **Is this claim subject to a right of setoff?**  No  
 Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

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Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08 03 2022  
MM / DD / YYYY

Stefan Seibert  
Signature

Print the name of the person who is completing and signing this claim:

Name Stefan Seibert  
First name Middle name Last name

Title Senior Legal Counsel

Company Deutsche Telekom AG  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address Heinrich-Hertz-Straße 1  
Number Street  
Darmstadt, Germany 64295  
City State ZIP Code

Contact phone +49 6151 581- 6213 Email Stefan.Seibert@telekom.de

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re:

PARENTEUM CORPORATION, *et al.*,  
  
Debtors.<sup>1</sup>

Chapter 11

Case No. 22-10615 (LGB)

(Jointly Administered)

**ADDENDUM TO PROOF OF  
CLAIM OF DEUTSCHE TELEKOM AG**

Deutsche Telekom AG submits this proof of claim against iPass, Inc. (“**Debtor**”), with respect to the unsecured claim described below (this “**Claim**”).

**Background**

1. Deutsche Telekom is a large telecommunications provider.
2. In 2019, Deutsche Telekom and the Debtor entered into an agreement to create a platform that would enable Deutsche Telekom’s clients to use various WLAN hotspots worldwide. To accomplish that goal, iPass was obligated to implement the platform, while Deutsche Telekom agreed to provide supporting infrastructure and resources.

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Pareteum Corporation (7538); Pareteum North America Corp. (f/k/a Elephant Talk North America Corp.) (9623); Devicescape Holdings, Inc. (2909); iPass, Inc. (4598); iPass IP LLC (2550); Pareteum Europe B.V.; Artidium Group Ltd. (f/k/a Artidium PLC); Pareteum Asia Pte. Ltd.; and Pareteum N.V. (f/k/a Artidium N.V.). The Debtors’ corporate headquarters is located at 1185 Avenue of the Americas, 2nd Floor, New York, NY 10036.



3. iPass breached the agreement with Deutsche Telekom by failing to deliver the platform as it was contractually obligated and by ignoring requests from Deutsche Telekom to address the deficiencies.

4. Without iPass cooperation, Deutsche Telekom had no choice but to initiate an action for breach of contract.

5. On November 24, 2020, Deutsche Telekom sued the Debtor in the Regional Court of Bonn in Bonn, Germany for breach of contract based on the Debtor's failure to meet contractual obligations to deliver a platform for worldwide internet access and related services.

6. iPass and its legal counsel received notice of the lawsuit filed in the Regional Court of Bonn.

7. On November 16, 2021, the Regional Court of Bonn held a hearing on a motion for default judgment filed by Deutsche Telekom. Despite receiving notice of the hearing, the Debtor failed to attend the hearing.

8. Following the November 16, 2021 hearing, the Regional Court of Bonn entered a default judgment (the "**German Judgment**") in favor of Deutsche Telekom.

9. The German Judgment awarded Deutsche Telekom the following:

- (a) Damages in the principal amount of U.S. \$779,604.22 plus interest in the amount of 5% above the basic interest rate in accordance with Section 247 BGB from March 5, 2020 (-0.88%), thus an applicable interest rate of 4.12%.

(b) Legal fees of €5,951.90<sup>2</sup> plus interest in the amount of 5% above the basic interest rate in accordance with Section 247 BGB from April 1, 2020 (-0.88%), thus an applicable interest rate of 4.12%.

(c) Interest at 5% above the basic interest rate in accordance with Section 247 BGB (-0.88%), thus an applicable interest rate of 4.12% to compensate for the court costs expended from the delivery of the notification of the motion to dismiss to Deutsche Telekom up until receipt of an application for the assessment of costs from Deutsche Telekom to the Regional Court of Bonn.

10. The Debtor did not appeal or challenge the German Judgment.

11. Following the German Judgment, the Regional Court of Bonn entered an Order Fixing Costs for the costs incurred by the court in the amount of €28,699.09<sup>3</sup> plus interest in the amount of 5% above the basic interest rate in accordance with Section 247 BGB (-0.88%), thus an applicable interest rate of 4.12% from February 1, 2022. The Debtor has not appealed the Order Fixing Costs.

12. Under the law of Germany, the German Judgment is final, conclusive and enforceable.

13. In its Schedule E/F, Part 2, the Debtor listed the German Judgment as a contingent, unliquidated and disputed unsecured claim for an unknown amount. *See* Dkt. No. 4.

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<sup>2</sup> Based on the exchange rate of March 1, 2022 of €1 = \$1.11, this amount to \$6,620.80.

<sup>3</sup> Based on the exchange rate of May 16, 2022 of €1 = \$1.04, this amount to \$29,847.05.

14. The following documents supporting the Claim are annexed hereto:

- (a) Exhibit A – English Translation of German Judgment
- (b) Exhibit B – German Judgment
- (c) Exhibit C – German Order Fixing Costs and English translation of the same

15. All notices and communications concerning this Claim should be sent to the following address:

Deutsche Telekom AG  
Heinrich-Hertz-Straße 1  
64295 Darmstadt  
Telephone: +49 6151 581-6213  
Attn: Stefan Seibert  
Email: [Stefan.Seibert@telekom.de](mailto:Stefan.Seibert@telekom.de)

with a copy to:

Morgan, Lewis & Bockius LLP  
One Federal Street, 32nd Floor  
Boston, MA 02110-1726  
Telephone: (617) 341-7700  
Attn: Christopher L. Carter, Esq.  
Email: [christopher.carter@morganlewis.com](mailto:christopher.carter@morganlewis.com)

16. Any payments made with respect to the claims contained in this Claim should be sent to the following addresses:

Deutsche Telekom AG  
Heinrich-Hertz-Straße 1  
64295 Darmstadt  
Telephone: +49 6151 581-6213  
Attn: Stefan Seibert  
Email: [Stefan.Seibert@telekom.de](mailto:Stefan.Seibert@telekom.de)

**RESERVATION OF RIGHTS AND CLAIMS**

17. This Claim is made under compulsion of the bar date established in these

chapter 11 proceedings and is filed to protect Deutsche Telekom from forfeiture of claims by reason of said bar date. Deutsche Telekom reserves its right to amend, restate and/or supplement this Claim for the purposes and to the extent permitted by applicable law

18. Deutsche Telekom reserves all of its rights and defenses, whether under title 11 of the United States Code or other applicable law, as to any claims that may be asserted by the Debtor, including, without limitation, any rights of setoff and/or recoupment not expressly asserted above. Deutsche Telekom further reserves all of its rights (if any) against any other debtors in these chapter 11 proceedings.

19. The filing of this Claim is not and shall not be deemed or construed as (i) a waiver, release, or limitation of Deutsche Telekom's rights against any person, entity, or property (including, without limitation, the Debtor or any other person or entity that is or may become a debtor in a case pending in this Court); (ii) a consent by Deutsche Telekom to the jurisdiction or venue of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Deutsche Telekom; (iii) a waiver, release, or limitation of Deutsche Telekom's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the U.S. Constitution; (iv) a consent by Deutsche Telekom to a jury trial in this Court or any other court in any proceeding as

to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (v) a waiver, release, or limitation of Deutsche Telekom's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a U.S. District Court Judge; (vi) consent to this Court hearing or deciding any matter or proceeding, to the extent this Court lacks the constitutional authority to do so, under *Stern v. Marshall* or otherwise; (vii) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Deutsche Telekom; (viii) an election of remedies; or (ix) a consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c).

# **EXHIBIT A**

**German Judgment**

**Regional Court of Bonn**

**IN THE NAME OF THE PEOPLE**

**Judgment by Default**

In the action of

Deutsche Telekom AG, represented by its Chief Executive Officer Timotheus Höttges and the Members of the Board of Management Adel Al-Saleh, Birgit Bohle, Srinivasan Gopalan, Dr. Christian P. Illek, Thorsten Langheim, Dominique Leroy, and Claudia Nemat, ibidem, Friedrich-Ebert-Allee 140, 53113 Bonn, Germany

Plaintiff,

Legal counsel:

The attorneys of Luther Rechtsanwaltsgesellschaft mbH,  
Anna-Schneider-Steig 22, 50678 Cologne, Germany

versus

iPass Inc., represented by its Board of Directors, consisting of the Chairman Michael J Tedesco and further members: Gary A. Griffiths, David Panos, Justin R. Spencer, and Neal I Goldman, ibidem, 3800 Bridge Parkway, CA 94065 Redwood Shores, the United States of America,

Defendant,

Legal counsel:

The attorneys of LLR Legerlotz Laschet,  
Mevisenstr. 15, 50668 Cologne, Germany,

the First Chamber for Commercial Matters of the Regional Court of Bonn has adjudged, based on the hearing of 11/16/2021,

by the Presiding Judge Geiger at the Regional Court

in accordance with Sections 331 (3), 349 (2) of the German Code of Civil Procedure

[*Zivilprozessordnung*, ZPO]

**that:**

I. The Defendant is ordered

1. to pay the Plaintiff an amount of USD 779,604.22 plus interest at 5% above the basic interest rate in accordance with Section 247 of the German Civil Code [*Bürgerliches Gesetzbuch*, BGB] from March 5 2020;

2. to reimburse the Plaintiff for extrajudicial legal fees in the amount of EUR 5,951.90 plus interest at 5% above the basic interest rate in accordance with Section 247 BGB from April 1, 2020;

3. to pay the Plaintiff interest at 5% above the basic interest rate in accordance with Section 247 BGB from March 16, 2021 on the court costs expended up until receipt of an application for the assessment of costs from the Plaintiff to the court.

II. The Defendant shall bear the costs for this action.

III. The judgment shall be provisionally enforceable.

### **Facts of the case**

The Plaintiff is a large telecommunications firm which holds its head office in Bonn. It runs technical networks for the operation of information and communication services, such as landline telephone networks and cellphone networks, data networks, and online services, including those for its own television platform, "MagentaTV".

The Defendant is a leading provider of worldwide mobile connectivity and location technology.

Various contractual relationships have existed between the Parties since 2003.

In the main, the services of the Defendant consist of providing worldwide access to WLAN networks so that users can use a program on a laptop or an app on a smartphone to use WLAN networks from various service providers with just one log-in at airports and hotels, for example.



The subject matters of this action are, according to the argument of the Plaintiff, claims arising from a contract regarding the implementation and software maintenance of a technology platform which the Defendant has still, to this day, failed to provide as contractually stipulated.

The framework contract of October 28, 2020 (“Carrier Services Agreement”, German version Appendix K66, hereafter referred to as the “CSA”) between the Parties essentially regulates the various legal relationships between the Parties vis-à-vis the provision of worldwide internet access, including the relevant software and further services from the Defendant to the Plaintiff (the legacy platform).

Under the CSA, the Parties concluded various individual contracts (“Supplementary Agreements”) regarding the delivery of specific products or on the performance of specific services. The subject matter of the action is Supplementary Agreement 11 (German version, Appendix K67), in which the Plaintiff and the Defendant agreed upon the creation of the iPass SmartConnect Platform. iPass SmartConnect was to enable the clients of the Plaintiff to use various WLAN hotspots worldwide. To this end, the user needed to download an app or software of the Plaintiff onto their smartphone or laptop, install the software, and activate it with their Telekom access data in order to use WLAN hotspots worldwide, for example at the airport or in cafes, without having to log in to each one manually. The platform was intended, in essence, to consist of the platform on demand (hereafter: “PoD”) and the smartphone apps and laptop software. The following three points were essential for the Plaintiff: that the platform be operated on systems in Germany for reasons relating to data protection, that it render the Plaintiff technically and operationally more independent from the Defendant, and that it enable the Plaintiff to manage the provision of the iPass SmartConnect service to its clients itself.

Annex A to Supplementary Agreement 11 concerns the products and services (page 1064 et seq., eA [electronic file]), Annex B concerns the fees and support services (page 1072 et seq., eA).

The software, as termed under Supplementary Agreement 11, is added to and further detailed in the Specifications (German version of Appendix K68, hereafter referred to as “Sp”).

The Defendant was supposed to provide both a “staging platform” (an environment in which elements are tested) and a “productive platform”. The staging platform was intended to test whether the contractually agreed functions of the software were present and functioning. It was to be as identical to the subsequent productive platform as possible.

An essential contractual obligation incumbent upon the Defendant was to implement the SmartConnect Platform (Item 1.2 Sp.), whereas the provision of the infrastructure and resources required for this was to be performed in advance by the Plaintiff, which in turn was to be performed following transmission of the material required for this from the Defendant.

The due dates of the agreed upon partial services are regulated in Item 2.1 of the Specifications (page 6/7, Appendix K68, page 1107/1008, eA).

The delivery of the parts list (Item T 2.1 Sp.) by the Defendant was delayed. The Defendant was to describe the software and hardware components in the parts list, meaning the infrastructure which the Plaintiff was to provide and upon which the Defendant was to install the staging platform. The Defendant was to send the parts list by January 31, 2019 (the date of 2018 stated in page 1107, eA is inaccurate); however, it only arrived on March 22, 2019, almost two months late.

The Defendant installed the staging platform on May 31, 2019 (Item T.5, in this respect March 31, 2019 had been agreed originally).

The Parties agreed, in the following period, that the delivery deadline for the installation of the productive platform would be extended to August 9, 2019. The Defendant declared that the platform was ready for acceptance on this date. However, this was not assured, at least not according to the statement of the Plaintiff; the reasons for this were listed individually by the Plaintiff on August 14, 2019 (Appendix K11).

With the e-mail of September 19, 2019 (Appendix K 13), the Plaintiff notified the Defendant that acceptance could not be given due to various defects and called upon the Defendant to remedy several complaints. Among other things, the Plaintiff was not able to create and manage existing customers and new customers with different pricing models.

Parts of the documentation on the use of all technical interfaces available on the platform were also missing, meaning that the Defendant could not monitor the systems itself. In addition, the Defendant had delivered less than the agreed proportion of PoD software onto the Plaintiff's own servers and had instead installed more PoD software than was agreed in the cloud, on the infrastructure of Amazon Web Services (AWS), which resulted in higher costs. The majority of the defects are still present.

In the letter of November 14, 2019 (Appendix K43), the Plaintiff notified the Defendant of the defects once more and requested once again that the Defendant rectify the issues, setting the deadline of December 13, 2019. In a further letter of January 14, 2020 (German version, Annex K71, page 1138, eA), the Plaintiff enumerated, from its point of view, the contractual penalties that the Defendant had incurred, and set the Defendant another deadline to rectify these by January 31, 2020.

After the Defendant failed to react to this, the Plaintiff declared that it had set off the penalties with the payment receivables owed by the Plaintiff to the Defendant amounting to USD 711,939.37 and requested the Defendant to pay the remainder in the letter of February 19, 2020 (Appendix K73, page 1145, eA).

In a further letter of March 18, 2020 (Appendix K72, page 1141, eA), the Plaintiff declared another set-off with a further receivable of the Defendant amounting to USD 96,927.14, terminated Supplementary Agreement 11, demanded repayment of the fees paid up until that point, and asserted a contractual penalty.

The Plaintiff moves

that the Defendant be ordered by default judgment

1. to pay the Plaintiff an amount of USD 779,604.22 plus interest in the amount of 5% above the basic interest rate in accordance with Section 247 BGB from March 5, 2020;
2. to reimburse the Plaintiff for extrajudicial legal fees in the amount of EUR 5,951.90 plus interest at 5% above the basic interest rate in accordance with Section 247 BGB from April 1, 2020;
3. to pay the Plaintiff interest at 5% above the basic interest rate in accordance with Section 247 BGB to compensate for the court costs expended from the delivery of the notification of the motion to dismiss to the Plaintiff up until receipt of an application for the assessment of costs from the Plaintiff to the court.

The Defendant did not appear at the hearing.

### **Grounds for the decision**

The Defendant was duly invited to the hearing on November 16, 2021 as evidenced by the acknowledgement of receipt from its legal counsel of November 8, 2021 (page 940, eA). Nobody appeared at the hearing to represent the Defendant.

The Regional Court of Bonn shall have jurisdiction and German law shall apply, as set down by Item 12 (f) of Supplementary Agreement 11 (page 1061, eA, German version).

The action is founded.

The Plaintiff shall be entitled to claim a payment of a **contractual penalty** from the Defendant amounting to 10 months at USD 50,000 per month, amounting to a total of USD 500,000, resulting from Section 339 BGB in conjunction with the contractual provision in Amendment B to Supplementary Agreement 11 (page 1074, eA, German version).

The provision states as follows:

“If DTAG is not provided with the defined staging platform by March 31, 2019, under the condition that DTAG fulfils its services and promises in accordance with the “SOW Delivery Roadmap”, OR if DTAG is not provided with the services established in the SOW by July 31, 2019, iPass shall credit DTAG in the amount of USD 50,000.00 for every month of delay, with each month of delay being counted from the beginning of the month. The total amount of the credit that may be issued to DTAG for potential delays in SOW services is limited to a maximum of USD 800,000.00.”

The Defendant had defaulted on the delivery of the staging platform by two months and on the delivery of the productive platform by a total of 8 months by the time that the Plaintiff terminated the contract in March 2020. For each month of default, the Defendant shall pay a contractual penalty of USD 50,000.00 to the Plaintiff.

The Plaintiff's claim against the Defendant to compensate the payments made by the Plaintiff to the Defendant amounting to USD 1,150,000.00 is based on Sections 280, 281, (1, 5) BGB (**Damages** in lieu of complete performance).

The Defendant has failed to perform the services as due. The Plaintiff has notified the Defendant of this many times, requesting remediation and setting deadlines for said remediation. The Plaintiff effectively terminated Supplementary Agreement 11 on March 18, 2020.

The counterclaims which have been set off against the receivables of the Plaintiff result from the invoices of the Defendant to the Plaintiff for access to worldwide WLAN services. The Defendant had billed the Plaintiff for these services with the following invoices:

Invoice/invoice total/status

May 2019: USD 150,937.00, set off on 2/19/2020

July 2019: USD 135,609.52, set off on 2/19/2020

October 2019: USD 115,408.40, set off on 2/19/2020

November 2019: USD 112,156.15, set off on 2/19/2020

December 2019: USD 30,000.00, set off on 2/19/2020

December 2019: USD 81,656.67, set off on 2/19/2020

January 2020: USD 86,171.63, set off on 2/19/2020

February 2020: USD 96,927.14, set off on 3/18/2020

March 2020: USD 34,926.07, outstanding

April 2020: USD 3,969.75, outstanding

May 2020: USD 4,071.09, outstanding

June 2020: USD 4,687.12, outstanding

July 2020: USD 4,428.96, outstanding

August 2020: USD 4,601.26, outstanding

September 2020: USD 5,118.02, outstanding

October 2020: USD 3,032.61, outstanding

**Total USD 870,395.78, of which USD 64,834.88 is still outstanding:**

In the statement of claim, the Plaintiff also declared the set-off of EUR 64,834.88 (page 80, eA).

The receivables of the Plaintiff, amounting to a total of USD 1,650,000.00, are reduced by the set-offs against the Plaintiff consisting of the counterclaims totaling USD 870,395.78. Thus, the receivable of USD 779,604.22 asserted in this action results from this sum. The receivables that the Plaintiff and Defendant hold against each other are as follows:

Receivable	of Plaintiff	of Defendant
Platform license	USD 1,000,000	
2019 maintenance fee	USD 100,000	
SoW fee	USD 50,000	
Contractual penalty	USD 500,000	
Set-off 2/19/2020		USD -711,939.37
Set-off 3/18/2020		USD -96,927.14
Set-off (margin ref. 122 of statement of claim)		USD -64,834.88
Total	USD 1,650,000.00	USD -870,395.78

Remaining receivable **USD 779,604.22**

The claim to compensation of the extrajudicial legal fees amounting to EUR 5,951.90 results from the default.

The claims for interest result from Section 247 BGB and Sections 291, 28 BGB.

The claim to the rate of interest applied to the expended court costs is based on Section 286 BGB.

The ancillary judgments are based on Section 91 ZPO, 708 No. 2 ZPO.

Amount in dispute: EUR 665,000

**Instructions on the right of appeal:**

Appeals against the judgment by default are legally admissible. The appeal must be received by the Regional Court of Bonn, Wilhelmstr. 21, 53111, Bonn, Germany, **within an emergency deadline of two weeks**. The deadline of two weeks begins with the service of this judgment. The deadline cannot be extended.

The appeal may only be made by an attorney admitted to the bar.

The appeal must contain the designation of the judgment which is being objected against (date of judgment, reference number, and Parties) and the declaration that the appeal is being made against this decision. It is to be signed and substantiated, and means of challenge or defense of the case, in particular, must be presented. Only the deadline for substantiation of the appeal may be extended upon application, provided that the action is not delayed by this, or if significant grounds for the extension are present. This application must also be received by the court within the appeal deadline. If the appeal is not substantiated or is not substantiated in good time, the proceedings may be lost on these grounds alone.

Note on electronic legal transactions:

The appeal may also be made by sending an electronic document to the electronic postal service of the court. The electronic document must be able to be processed by the court and must be signed with a qualified electronic signature by the responsible person or be signed by the responsible person and submitted via a secure transmission path in accordance with Section 130 ZPO, according to the detailed provisions of the ordinance on the technical framework conditions for electronic legal transactions and on the special electronic inbox for the authorities (Federal Law Gazette 2017, I, p. 3803). You can find further information on the website [www.justiz.de](http://www.justiz.de).

The Presiding Judge

Geiger

Proclaimed on December 7, 2021

[Stamp of the Regional Court of Bonn]

Grundmann, Principal Clerk of the Court  
as the Authenticating Officer of the Court Office

~~Certified~~ issued by [Stamp of the Regional Court of Bonn]

[Signature]

as the Authenticating Officer of the Court Office  
for the Regional Court

The aforementioned judgment/~~ruling~~ was handed down  
~~to the representative of the Plaintiff on~~  
to the Defendant/representative of the Defendant on: [handwritten: December 8, 2021]

[handwritten: Bonn], JAN 17, 2022

[Stamp of the Regional Court of Bonn]

[Signature]

as the Authenticating Officer of the Court Office

The preceding executed copy is issued to the [handwritten: Plaintiff]  
for the purposes of enforcement of the judgment  
Bonn, JAN 17, 2022

[Stamp of the Regional Court of Bonn]

[Signature]

as the Authenticating Officer of the Court Office  
for the Regional Court

\*\*\*\*\*

I hereby certify the present English language text to be a true, complete and accurate translation of  
the German language copy.

- 3162-2887(7) -

Cologne, February 1, 2022

INGA KÖLLING, M.A.







**Landgericht Bonn**

**IM NAMEN DES VOLKES**

**Versäumnisurteil**

In dem Rechtsstreit

der Deutsche Telekom AG, vertr. d. d. Vorstandsvorsitzenden Timotheus Höttges und die Vorstandsmitglieder Adel Al-Saleh, Birgit Bohle, Srinivasan Gopalan, Dr. Christian P. Illek, Thorsten Langheim, Dominique Leroy und Claudia Nemat, ebenda, Friedrich-Ebert-Allee 140, 53113 Bonn,

Klägerin,

Prozessbevollmächtigte:

Rechtsanwälte Luther  
Rechtsanwaltsgesellschaft mbH,  
Anna-Schneider-Steig 22, 50678 Köln,

gegen

die iPass Inc., vertr. d.d. Verwaltungsrat, bestehend aus dem Vorsitzenden Michael J Tedesco und den weiteren Mitgliedern Gary A. Griffiths, David Panos, Justin R. Spencer und Neal I Goldman, ebenda, 3800 Bridge Parkway, CA 94065 Redwood Shores, Vereinigte Staaten,

Beklagte,

Prozessbevollmächtigte:

Rechtsanwälte LLR Legerlotz Laschet,  
Mevissenstr. 15, 50668 Köln,

hat die 1. Kammer für Handelssachen des Landgerichts Bonn  
auf die mündliche Verhandlung vom 16.11.2021  
durch die Vorsitzende Richterin am Landgericht Geiger  
gemäß §§ 331 Abs.3, 349 Abs.2 ZPO

**für Recht erkannt:****I. Die Beklagte wird verurteilt,**

1. an die Klägerin US\$ 779.604,22 nebst Zinsen in Höhe von fünf Prozentpunkten über dem Basiszinssatz gemäß § 247 BGB seit dem 5. März 2020 zu zahlen;

2. der Klägerin außergerichtliche Rechtsanwaltskosten in Höhe von 5.951,90 € nebst Zinsen in Höhe von fünf Prozentpunkten über dem Basiszinssatz gemäß § 247 BGB seit dem 1. April 2020 zu erstatten.

3. an die Klägerin Zinsen in Höhe von fünf Prozentpunkten über dem Basiszinssatz gemäß § 247 BGB auf die verauslagten Gerichtskosten ab dem 16.03.2021 bis zum Eingang eines Kostenfestsetzungsantrags der Klägerin bei Gericht zu zahlen.

**II. Die Kosten des Rechtsstreits trägt die Beklagte.****III. Das Urteil ist vorläufig vollstreckbar.****Tatbestand**

Die Klägerin ist ein großes Telekommunikationsunternehmen mit Hauptsitz in Bonn. Sie betreibt technische Netze für den Betrieb von Informations- und Kommunikationsdiensten, etwa Festnetz- und Mobilfunktelefonen, Datennetzen und Onlinediensten sowie für das hauseigene Fernsehangebot „MagentaTV“.

Die Beklagte ist ein führender Anbieter von weltweiter, mobiler Konnektivität und Location-Technologie.

Zwischen den Parteien bestehen seit 2003 diverse vertragliche Beziehungen.

Die Leistungen der Beklagten liegen im Wesentlichen darin, weltweit den Zugang zu WLAN-Netzwerken zur Verfügung zu stellen, damit Nutzer z.B. an Flughäfen, in Hotels mit einem Programm auf dem Laptop oder einer App auf dem Smartphone

und die WLAN-Netzwerke von verschiedenen Anbietern mit nur einem Login nutzen können.

Gegenstand dieser Klage sind nach dem Vorbringen der Klägerin Ansprüche aus einem Vertrag über die Implementierung und die Software-Wartung einer Technologieplattform, welche die Beklagte bis heute nicht wie vertraglich vereinbart bereitgestellt hat.

Der Rahmenvertrag zwischen den Parteien vom 28.10.2020 („Carrier Services Vereinbarung“, deutsche Fassung Anlage K66, im Folgenden „CSV“) regelt die verschiedenen rechtlichen Beziehungen zwischen den Parteien über die Bereitstellung von weltweitem Internetzugang einschließlich der zugehörigen Software und weitere Dienstleistungen der Beklagten an die Klägerin (die Legacy-Plattform) grundlegend.

Unter der CSV schlossen die Parteien verschiedene Einzelverträge („Zusatzvereinbarungen“) über die Lieferung spezifischer Produkte oder die Erbringung spezifischer Leistungen. Streitgegenständlich ist die Zusatzvereinbarung 11 (deutsche Fassung Anlage K67), mit welcher die Klägerin und die Beklagten sich über die Erstellung der sog. „iPass SmartConnect Plattform“ einigten. iPass SmartConnect soll es den Kunden der Klägerin ermöglichen, weltweit verschiedene WLAN-Hotspots zu nutzen. Dazu sollte der Nutzer sich eine App oder eine Software der Klägerin auf sein Smartphone oder auf seinen Laptop herunterladen, die Software installieren und mit seinen Telekom Zugangsdaten freischalten, um weltweit WLAN-Hotspots zu nutzen, z.B. an Flughäfen oder in Cafés, ohne sich dort jeweils manuell einloggen zu müssen. Die Plattform sollte im Wesentlichen aus der sog. Plattform on Demand (nachfolgend „PoD“) und den Smartphone Apps und der Laptop Software bestehen. Wesentlich waren für die Klägerin waren insbesondere folgende drei Punkte: Dass die Plattform aus Datenschutzgründen auf Systemen in Deutschland betrieben wird, dass sie sie technisch und betrieblich unabhängiger von der Beklagten macht und dass sie ihr ermöglicht, die Bereitstellung des iPass SmartConnect-Dienstes an ihre Kunden selbst zu verwalten.

Anhang A zur Zusatzvereinbarung 11 betrifft die Produkte und Dienstleistungen (Bl. 1064 ff eA), Anhang B die Gebühren und Supportleistungen (Bl. 1072 ff eA).

Die Software im Sinne der Zusatzvereinbarung 11 wird in der Leistungsbeschreibung (deutsche Fassung Anlage K 68, im Folgenden LB) ergänzt und weiter konkretisiert.

Die Beklagte sollte sowohl eine „Staging-Plattform“ (also eine Abnahmeumgebung) als auch eine „Produktivplattform“ zur Verfügung stellen. Bei der Staging Plattform sollte getestet werden, ob die vertraglich vereinbarten Funktionen der Software vorhanden sind und funktionieren. Sie sollte der späteren Produktivplattform möglichst genau entsprechen.

Wesentliche Vertragspflicht der Beklagten war die Implementierung der SmartConnect Plattform (Ziff.1.2 LB), wobei die Bereitstellung der hierfür erforderlichen Infrastruktur und Ressourcen zuvor durch die Klägerin erfolgen sollte, dies wiederum allerdings nach entsprechender Mitteilung des hierfür entsprechenden Materials durch die Beklagte.

Die Fälligkeit der vereinbarten Teilleistungen ist in Ziffer 2.1. der LB (Anlage K68, dort Seite 6/7, Bl.1107/1008 eA) geregelt.

Die Lieferung der Stückliste (Pos.T 2.1 LB) durch die Beklagte verzögerte sich. In der Stückliste sollte die Beklagte die Soft- und Hardwarekomponenten beschreiben, also die Infrastruktur, welche die Klägerin bereitstellen sollte und auf der die Beklagte die Staging Plattform installieren sollte. Die Stückliste sollte die Beklagte bis zum 31. Januar 2019 (die Jahresangabe 2018 auf Bl.1107 eA ist unzutreffend) übersenden; sie kam dem aber erst am 22.03.2019 mit knapp zweimonatiger Verspätung nach.

Die Beklagte installierte die Staging Plattform am 31.5.2019 (Pos.T.5, vereinbart war insoweit ursprünglich der 31.03.2019).

Die Parteien einigten sich in der Folgezeit auf eine Verlängerung der Lieferfrist bzgl. der Installation der „Produktivplattform“ bis zum 9. August 2019. Die Beklagte erklärte an diesem Tag die Abnahmereife. Diese war allerdings nach Auffassung der Klägerin nicht gegeben; die Gründe führte sie am 14.08.2019 (Anlage K 11) im Einzelnen aus.

Mit E-Mail vom 19.09.2019 (Anlage K 13) zeigte die Klägerin an, dass die Abnahme aufgrund diverser Mängel nicht erklärt werden kann und forderte die Beklagte zur Nachbesserung von mehreren Beanstandungen auf. U.a. war der Klägerin die Anlage und Verwaltung von Bestands- und Neukunden mit verschiedenen Preismodellen nicht möglich. Auch fehlten teile der Dokumentation über die Nutzung aller auf der Plattform verfügbaren technischen Schnittstellen, so dass die Beklagte

die Systeme nicht selbst überwachen kann. Zudem hatte die Beklagte einen geringeren als den vereinbarten Teil von der PoD-Software auf den eigenen Servern der Klägerin geliefert und stattdessen mehr als vereinbart in der „Cloud“ auf der höhere Kosten verursachenden Infrastruktur von Amazon Web Services (AWS) installiert. Die Mängel bestehen weitgehend weiter.

Mit Schreiben vom 14. November 2019 (Anlage K43) zeigte die Klägerin die Mängel erneut auf und forderte die Beklagte unter Fristsetzung zum 13. Dezember 2019 erneut zur Nachbesserung auf. Mit weiterem Schreiben vom 14.01.2020 (deutsche Fassung Anlage K71, Bl.1138 eA) bezifferte die Klägerin die ihres Erachtens von der Beklagten verwirkten Vertragsstrafen und setzte der Beklagten erneut eine Frist zur Nachbesserung bis zum 31.01.2020.

Nachdem die Beklagte hierauf nicht reagierte, erklärte die Klägerin mit Schreiben vom 19. Februar 2020 (Anlage K 73, Bl.1145 eA) die Aufrechnung mit Zahlungsforderungen der Beklagten gegen sie in Höhe von US\$ 711.939,37 und forderte die Beklagte zur Restzahlung auf.

Mit weiterem Schreiben vom 18. März 2020 (Anlage K72, Bl.1141 eA) erklärte die Klägerin die Aufrechnung mit einer weiteren Forderung der Beklagten in Höhe von US\$ 96.927,14, kündigte die Zusatzvereinbarung 11, verlangte Rückzahlung der bis dahin gezahlten Gebühren und machte eine Vertragsstrafe geltend.

Die Klägerin beantragt,

die Beklagte durch Versäumnisurteil zu verurteilen,

1. an sie US\$ 779.604,22 nebst Zinsen in Höhe von fünf Prozentpunkten über dem Basiszinssatz gemäß § 247 BGB seit dem 5. März 2020 zu zahlen;
2. ihr außergerichtliche Rechtsanwaltskosten in Höhe von 5.951,90 € nebst Zinsen in Höhe von fünf Prozentpunkten über dem Basiszinssatz gemäß § 247 BGB seit dem 1. April 2020 zu erstatten.
3. an sie Zinsen in Höhe von fünf Prozentpunkten über dem Basiszinssatz gemäß § 247 BGB auf die verauslagten

Gerichtskosten ab Zustellung der Ankündigung eines Klageabweisungsantrags an sie bis zum Eingang eines Kostenfestsetzungsantrags von ihr bei Gericht zu zahlen.

Die Beklagte hat ist zum Verhandlungstermin nicht erschienen

### Entscheidungsgründe

Die Beklagte wurde zum Termin am 16.11.2021 ausweislich des Empfangsbekenntnisses ihrer Prozessbevollmächtigten vom 08.11.2021 (Bl. 940 eA) ordnungsgemäß geladen. Im Termin ist für die Beklagte niemand erschienen.

Die Zuständigkeit des Landgerichts Bonn und die Anwendbarkeit deutschen Rechts ergibt sich aus Ziffer 12. (f) der Zusatzvereinbarung 11 (Bl. 1061 eA deutsche Fassung).

Die Klage ist begründet.

Der Klägerin steht gegen die Beklagte aus § 339 BGB iVm der vertraglichen Regelung in dem Nachtrag B zur Zusatzvereinbarung 11 (Bl. 1074 eA deutsche Fassung) ein Anspruch auf Zahlung einer **Vertragsstrafe** in Höhe von 10 Monaten a 50.000 \$, mithin insgesamt 500.000 \$ zu.

In der Regelung heisst es:

„Sollte der DTAG die definierte Staging-Plattform nicht bis zum 31. März 2019 zur Verfügung gestellt werden, unter der Bedingung, dass die DTAG ihre Leistungen und Zusagen entsprechend der „SOW Delivery Roadmap“ zur Verfügung stellt, ODER sollte der DTAG die in der SOW festgelegten Leistungen nicht bis zum 31. Juli 2019 zur Verfügung gestellt werden, schreibt iPass der DTAG für jeden angefangenen Monat der Verzögerung US\$ 50.000,00 gut. Der Gesamtbetrag der Gutschrift, welcher der DTAG für potenzielle Verzögerungen von SOW-Leistungen erteilt wird, ist auf maximal US\$ 800.000,00 begrenzt.“

Die Beklagte war bis zur Kündigung der Klägerin im März 2020 mit der Lieferung der Staging Plattform 2 Monate in Verzug und mit der Lieferung der Produktivplattform

insgesamt 8 Monate. Pro Monat Verzug hat die Beklagte eine Vertragsstrafe von 50.000 \$ an die Klägerin zu zahlen.

Der Anspruch der Klägerin gegen die Beklagte auf Erstattung der von der Klägerin an die Beklagte gezahlten Vergütungen in Höhe von US\$ 1.150.000,00 ergibt sich aus §§ 280, 281 Abs. 1, 5 BGB (**Schadensersatz** statt der ganzen Leistung).

Die Beklagte hat die Leistungen nicht wie geschuldet erbracht. Die Klägerin hat dies mehrfach mit Nachbesserungsfristen gerügt. Die Klägerin hat die Zusatzvereinbarung 11 am 18. März 2020 wirksam gekündigt.

Die mit den Forderungen der Klägerin aufgerechneten Gegenforderungen ergeben sich aus den Abrechnungen der Beklagten gegenüber der Klägerin für den Zugang zu weltweiten WLAN-Diensten. Die Beklagte hatte diese Leistungen mit folgenden Rechnungen gegenüber der Klägerin abgerechnet:

Rechnung / Rechnungsbetrag / Status

Mai 2019: 150.937,00 \$, aufgerechnet am 19.2.2020

Juli 2019: 135.609,52 \$, aufgerechnet am 19.2.2020

Oktober 2019: 115.408,40 \$, aufgerechnet am 19.2.2020

November 2019: 112.156,15 \$, aufgerechnet am 19.2.2020

Dezember 2019: 30.000,00 \$, aufgerechnet am 19.2.2020

Dezember 2019: 81.656,67 \$, aufgerechnet am 19.2.2020

Januar 2020: 86.171,63 \$, aufgerechnet am 19.2.2020

Februar 2020: 96.927,14 \$, aufgerechnet am 18.3.2020

März 2020: 34.926,07 \$, offen

April 2020: 3.969,75 \$, offen

Mai 2020: 4.071,09 \$, offen

Juni 2020: 4.687,12 \$, offen

Juli 2020: 4.428,96 \$, offen

August 2020: 4.601,26 \$, offen

September 2020: 5.118,02 \$, offen

Oktober 2020: 3.032,61 \$, offen

**Summe 870.395,78 \$, davon noch offen: 64.834,88 \$**

In der Klageschrift erklärte die Klägerin auch mit den 64.834,88 € die Aufrechnung (Bl.80 eA).

Die Forderungen der Klägerin in Höhe von insgesamt US\$ 1.650.000,00 sind durch die Aufrechnungen der Klägerin mit Gegenforderungen in Höhe von insgesamt US\$ 870.395,78 wieder untergegangen. Es ergibt sich die mit der Klage geltend gemachte Forderung in Höhe von US\$ 779.604,22. Die Forderungen der Klägerin und der Beklagten stehen sich wie folgt gegenüber:

Forderung	der Klägerin	der Beklagten
Plattformlizenz	1.000.000 \$	
Wartungsgebühr 2019	100.000 \$	
SoW-Gebühr	50.000 \$	
Vertragsstrafe	500.000 \$	
Aufrechnung 19.2.2020		- 711.939,37 \$
Aufrechnung 18.3.2020		- 96.927,14 \$
Aufrechnung (Rn. 122 der Klageschrift)		- 64.834,88 \$
Summen	1.650.000,00 \$	-870.395,78\$

verbleibende Forderung **779.604,22 \$**

Der Anspruch auf Erstattung der außergerichtlichen Rechtsanwaltskosten in Höhe von 5.951,90 € ergibt sich aus Verzug.

Die Zinsansprüche ergeben sich aus § 247 BGB bzw. §§ 291, 288 BGB.

Der Anspruch auf Verzinsung der verauslagten Gerichtskosten hat seine Grundlage in § 286 BGB.

Die Nebenentscheidungen beruhen auf § 91 ZPO, 708 Nr.2 ZPO.

Streitwert: 665.000 €



**Rechtsbehelfsbelehrung:**

Gegen das Versäumnisurteil ist der Einspruch statthaft. Dieser muss **innerhalb einer Notfrist von zwei Wochen** bei dem Landgericht Bonn, Wilhelmstr. 21, 53111 Bonn, eingehen. Die Frist beginnt mit der Zustellung dieses Urteils. Diese Frist kann nicht verlängert werden.

Der Einspruch kann nur durch eine zugelassene Rechtsanwältin oder einen zugelassenen Rechtsanwalt eingelegt werden.

Der Einspruch muss die Bezeichnung des angefochtenen Urteils (Datum des Urteils, Geschäftsnummer und Parteien) sowie die Erklärung enthalten, dass Einspruch eingelegt wird. Er ist zu unterzeichnen und zu begründen, insbesondere sind Angriffs- und Verteidigungsmittel vorzutragen. Nur die Frist zur Begründung des Einspruchs kann auf Antrag verlängert werden, wenn dadurch der Rechtsstreit nicht verzögert wird oder, wenn wichtige Gründe für die Verlängerung vorgetragen werden. Dieser Antrag muss ebenfalls innerhalb der Einspruchsfrist bei Gericht eingehen. Wenn der Einspruch nicht oder nicht rechtzeitig begründet wird, kann allein deshalb der Prozess verloren werden.

**Hinweis zum elektronischen Rechtsverkehr:**

Die Einlegung ist auch durch Übertragung eines elektronischen Dokuments an die elektronische Poststelle des Gerichts möglich. Das elektronische Dokument muss für die Bearbeitung durch das Gericht geeignet und mit einer qualifizierten elektronischen Signatur der verantwortenden Person versehen sein oder von der verantwortenden Person signiert und auf einem sicheren Übermittlungsweg gemäß § 130a ZPO nach näherer Maßgabe der Verordnung über die technischen Rahmenbedingungen des elektronischen Rechtsverkehrs und über das besondere elektronische Behördenpostfach (BGBl. 2017 I, S. 3803) eingereicht werden. Weitere Informationen erhalten Sie auf der Internetseite [www.justiz.de](http://www.justiz.de).

Die Vorsitzende

Geiger

Verkündet am 07.12.2021

Grundmann, Justizobersekretärin  
als Urkundsbeamtin der Geschäftsstelle



~~Beglaubigt/Ausgefertigt~~

*Grundmann*  
Urkundsbeamtin der Geschäftsstelle  
des Landgerichts



Vorstehende ~~Urkunde~~ <sup>Urteil</sup> Beschlusses wurde  
~~dem Kläger~~ <sup>dem Beklagten</sup> Vertreter am  
zugestellt

08.12.2021

, den

17. JAN 2022

Bonn

*Simmelmann*  
Urkundsbeamtin der Geschäftsstelle



Vorstehende Anfertigung wird der <sup>Klägerin</sup>  
zum Zwecke der Zwangsvollstreckung  
erteilt.

Bonn, den 17. JAN 2022

*Grundmann*  
Urkundsbeamtin der Geschäftsstelle  
des Landgerichts



# **EXHIBIT B**

**English Translation of German Order Fixing Costs**

**Bonn District  
Court**



-11- Bonn Regional Court, Wilhelmstr. 21, 53111 Bonn

16.05.2022

Page 1 from 1

Lawyers  
Luther Rechtsanwaltsgesellschaft mbH  
Anna Schneider Climb 22  
50678 Cologne

File reference  
11 O 86/20 please specify  
when replying

Ms. Hackenberg,  
extension  
0228/702-1337

Your reference: DEU041.0007

Dear Ladies and Gentlemen,

in the litigation

Deutsche Telekom AG v. iPass Inc.

you will receive the annex(es) for your information by order of the court.

Yours sincerely

Hamacher

Judicial staff

- created automatically, valid without signature -

Address  
Wilhelmstr. 21  
53111 Bonn  
Office hours  
Mon.-Fri. 08:30-12:30; additional  
Thurs. 14:00- 15:00 Telephone  
0228/702-0  
Fax:  
0228/702-1600  
[www.lg-bonn.nrw.de](http://www.lg-bonn.nrw.de)  
Night letterbox: Wilhelmstr. 21,  
53111 Bonn  
Accounts of the paying agent of the  
Bonn Local Court: Bundesbank  
IBAN DE91  
370000000038001510

Transport links: From  
Main station with the  
Tram lines 61, 62, 66 to Stadthaus  
stop



**Bonn District Court**

**Order fixing costs**

In the litigation

Deutsche Telekom AG, represented by the Chairman of the Board of Management Timotheus Höttges and the members of the Board of Management Adel Al-Saleh, Birgit Bohle, Srinivasan Gopalan, Dr Christian P. Illek, Thorsten Langheim, Dominique Leroy and Claudia Nemat, ibidem, Friedrich-Ebert-Allee 140, 53113 Bonn,

Plaintiff,

Litigant:

Lawyers Luther  
Rechtsanwaltsgesellschaft mbH,  
-Anna-Schneider-Steig 22, 50678 Cologne,

against iPass Inc., represented by its Board of Directors, consisting of Michael J Tedesco, Chairman, and Gary A Griffiths, David Panos, Justin R Spencer and Neal I Goldman, members, 3800 Bridge Parkway, CA 94065 Redwood Shores, United States,

Defendant,

Litigant

Lawyers LLR Legerlotz Laschet,  
Mevissenstr. 15, 50668 Cologne,

On the basis of the default judgment of the Regional Court of Bonn dated 16.11.2021, **the defendant** has to compensate **the plaintiff** to the amount of

EUR 28,699.09 - twenty-eight thousand six hundred and ninety-nine euros and nine cents

plus interest in **the** amount of five percentage points above the base interest rate pursuant to § 247 BGB (German Civil Code) since 01 February 2022.

The calculation of the court costs is attached.

The calculation of the extrajudicial costs has already been sent. .

The title on which this determination of costs is based is provisionally enforceable.

**Legal Remedies:**

An immediate appeal may be lodged against this decision if the value of the object of the appeal exceeds EUR 200. It is available to anyone whose rights are affected by the order. The immediate appeal shall be filed with the Bonn Regional Court, Wilhelmstr. 21, 53111 Bonn, or with the appeal court, the Cologne Higher Regional Court, Reichenspergerplatz 1, 50670 Cologne, in writing in German or for the record of the court registry. The appeal may also be filed at the office of any district court.

The immediate appeal must be received by the Bonn Regional Court or the Cologne Higher Regional Court within **two weeks** at the latest. This shall also apply if the appeal was filed for the record of the court registry of another Local Court. The time limit begins with the service of the order, at the latest with the expiry of five months after the order was issued. If the end of the period falls on a Sunday, a public holiday or a Saturday, the period ends with the expiry of the next working day.

The immediate appeal must contain the designation of the contested decision as well as the statement that an immediate appeal is filed against this decision. It shall be signed and shall be substantiated.

If the value of the object of the appeal does **not** exceed EUR 200, the legal remedy of a reminder is given.

It is available to anyone whose rights are affected by the decision. The objection shall be filed in writing in German at the Bonn Regional Court, Wilhelmstr. 21, 53111 Bonn. The reminder may also be filed in the minutes of the Registry of any Local Court and shall state the grounds on which it is based.

The reminder must be received by the appropriate Bonn Regional Court within a period of **two weeks**. This also applies if the reminder was submitted for the record of the court registry of a district court other than the one competent according to this instruction. The time limit begins with the service of the decision, at the latest with the expiry of five months after the order was issued. If the end of the period falls on a Sunday, a public holiday or a Saturday, the period ends with the expiry of the next working day.

Bonn, 16.05.2022

District Court

Sangare

Law (enforcement) officer

Executed


Hamacher, judicial employee

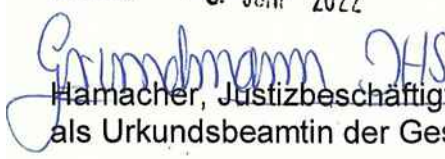

as authenticating officer of the court registry

The above copy is granted to the applicant for the purpose of execution.

This decision was delivered to the defendant, attorneys LLR Legerlotz Laschet, on

*17.05.2022.*

Enforcement may not commence earlier than two weeks after that date (section 798 ZPO).

Bonn, 10. JUNI 2022  
  
Hamacher, Justizbeschäftigte  
als Urkundsbeamtin der Geschäftsstelle  


Debit position via JUKOS interface

Business no:  
11 O 86/20

Invoice complex serial no. 4

Order criterion:	Deutsche Telekom AG55003011 0 000086 Z2020 002 IPass Inc. 55003011 O 000086 Z2020 004
------------------	--

In the litigation Deutsche Telekom AG v. iPass Inc.

Type of execution: JUKOS

**Payments:**

Debtor	Amount EUR	Purpose	Type	Instalment settlement	Date	Sheet - numb er	Exerc. in Re.- No.
Deutsche Telekom AG (K11)	12768,00	Advance	ZA	no	10.12.202		2
	12768,00	Advance	ZA	no	15.12.202		2
	-12768,00	Repayment of costs	Repayment of costs	no	14.01.202 1		2
Total amount:	12768,00						
IPass Inc (Def 1)	2160,00	Payment in the Personal account	Soil	no	24.03.202 1	V a	
Total amount:	2160,00						

**Cost accounting:**

Cost breakdown				Debtor for costs				
				Company (w) Deutsche Telekom AG (K11) represented by Chairman of the Executive Board Timotheus Höttges and the Executive Board members Adel Al-Saleh, Birgit Bohle, Srinivasan Gopalan, Dr Christian P. Illek, Thorsten Langheim, Dominique Leroy and Claudia Nemat, ibidem Friedrich-Ebert-Allee 140 53113 Bonn			Company (w) iPass Inc. (Def 1) Represented by Board of Directors, consisting of the Chairman Michael J Tedesco and the other members Gary A Griffiths, David Panos, Justin R Spencer and Neal I Goldman, ibidem 3800 Bridge Parkway CA 94065 Redwood Shores (United States) States)	
IfdNr	CT no. / designation	Durchl.	Value/No.	Amount	Quote	Amount EUR	Quote	Amount EUR
1	1210 Procedure in the General GKG from 01.08.2013- 31.12.2020 Bl. 1, 539, 1157 d. a.	no	875000.00 (lawsuit 665000.00 € and Counterclai m 210000,00 €)	14928,00	0/100	0,00	100/100	14928,00
<b>Total:</b>				<b>14928,00</b>		<b>0,00</b>	<b>100/100</b>	<b>■14928,00</b>
own payments:						12768,00		2160,00
<b>Subtotal:</b>						<b>12768,00</b>		<b>-12768,00</b>
settlements:						-12768,00		F12768 ,00
Partial PKH/VKH reductions:						0,00		0,00
<b>surplus:</b>						<b>0,00</b>		<b>r</b>



- Costs deposited on
- Secondary debtor invoice for to the cash reference issued to

Costs covered

Costs covered

Transcript recipient:  
Luther  
Rechtsanwaltsgesellschaft  
mbH, Anna-Schneider-  
Steig 22, 50678 Cologne,  
reference: DEU041.0007

Transcript recipient:  
LLR Law Office  
Legeriotz Laschet,  
Mevisenstr. 15, 50668  
Cologne, Germany,  
reference: 00368/20  
KG/LW

- Company (w) Deutsche Telekom AG, represented by the Chairman of the Board of Management Timotheus Höttges and the Members of the Board of Management Adel Al-Saleh, Birgit Bohle, Srinivasan Gopalan, Dr. Christian P. Illek, Thorsten Langheim, Dominique Leroy and Claudia Nemat, ibidem, Friedrich- Ebert-Allee 140, 53113 Bonn (K11)

Additions:

The amount in dispute is composed of the claim 665000.00 Euros and the counterclaim 210000.00 €. The defendant shall bear the court costs based on the default judgment of 07.12.2021 with regard to the action pursuant to sec. 29 No. 1 GKG and with regard to the counterclaim pursuant to § 22 GKG. The fee for the counterclaim has become void upon receipt by the court, §6 GKG.

- (w) iPass Inc, represented by its Board of Directors, consisting of Michael J Tedesco, Chairman, and Gary A Griffiths, David Panos, Justin R Spencer and Neal I Goldman, of 3800 Bridge Parkway, CA 94065 Redwood Shores (United States) (Defendant 1).

Additions:

The amount in dispute is made up of the claim € 665000.00 and the counterclaim € 210000.00. The defendant shall bear the court costs ■ on the basis of the default judgment of 07.12.2021 with respect to the action pursuant to § 29 No. 1 GKG and with regard to the counterclaim according to § 22 GKG. The fee for the counterclaim is due upon receipt of the counterclaim by the court, section 6 GKG.

Bonn. 03.01.2022

Beuth, Judicial Office Inspector

EINGANG	
LUTHER	
17. Juni 2022	
AKA	KÖLN SWE
AN:	

Landgericht Bonn



-11- Landgericht Bonn, Wilhelmstr. 21, 53111 Bonn

Rechtsanwälte  
Luther Rechtsanwaltsgesellschaft mbH  
Anna-Schneider-Steig 22  
50678 Köln

16.05.2022

Seite 1 von 1

Aktenzeichen  
11 O 86/20  
bei Antwort bitte angeben

Bearbeiter  
Frau Hackenberg  
Durchwahl  
0228/702-1337

Ihr Zeichen: DEU041.0007

Sehr geehrte Damen und Herren,

in dem Rechtsstreit

Deutsche Telekom AG gegen iPass Inc.

erhalten Sie auf Anordnung des Gerichts die Anlage(n) zur Kenntnis.

Mit freundlichen Grüßen

Hamacher

Justizbeschäftigte

- automatisiert erstellt, ohne Unterschrift gültig -

Anschrift  
Wilhelmstr. 21  
53111 Bonn  
Sprechzeiten  
Mo.-Fr. 08:30-12:30 Uhr;  
zusätzlich Do. 14.00 - 15.00 Uhr  
Telefon  
0228/702-0  
Telefax:  
0228/702-1600  
www.lg-bonn.nrw.de  
Nachbriefkasten: Wilhelmstr. 21,  
53111 Bonn  
Konten der Zahlstelle des  
Amtsgerichts Bonn: Bundesbank  
IBAN DE91  
370000000038001510

Verkehrsanbindung: Ab  
Hauptbahnhof mit den  
Straßenbahnlinien 61, 62, 66 bis  
Hst. Stadthaus

FRISTSACHE	
Art der Frist:	
Sofortige Beschwerde	
VF: /	Fristablauf:
BF: 24.06.22	01.07.2022
Eingetragen durch: AKA	

# **EXHIBIT C**

## **German Order Fixing Costs**

11 O 86/20



**Landgericht Bonn**

**Kostenfestsetzungsbeschluss**

In dem Rechtsstreit

der Deutsche Telekom AG, vertr. d. d. Vorstandsvorsitzenden Timotheus Höttges und die Vorstandsmitglieder Adel Al-Saleh, Birgit Bohle, Srinivasan Gopalan, Dr. Christian P. Illek, Thorsten Langheim, Dominique Leroy und Claudia Nemat, ebenda, Friedrich-Ebert-Allee 140, 53113 Bonn,

Klägerin,

Prozessbevollmächtigte:

Rechtsanwälte Luther  
Rechtsanwaltsgesellschaft mbH,  
Anna-Schneider-Steig 22, 50678 Köln,

gegen

die iPass Inc., vertr. d.d. Verwaltungsrat, bestehend aus dem Vorsitzenden Michael J Tedesco und den weiteren Mitgliedern Gary A. Griffiths, David Panos, Justin R. Spencer und Neal I Goldman, ebenda, 3800 Bridge Parkway, CA 94065 Redwood Shores, Vereinigte Staaten,

Beklagte,

Prozessbevollmächtigte:

Rechtsanwälte LLR Legerlotz Laschet,  
Mevissenstr. 15, 50668 Köln,

sind auf Grund des Versäumnisurteils des Landgerichts Bonn vom 16.11.2021 **von der Beklagten**

28.699,09 EUR - achtundzwanzigtausendsechshundertneunundneunzig Euro und neun Cent -

nebst Zinsen in Höhe von fünf Prozentpunkten über dem Basiszinssatz nach § 247 BGB seit dem 01.02.2022 **an die Klägerin** zu erstatten.

Die Berechnung der gerichtlichen Kosten ist beigelegt.

Die Berechnung der außergerichtlichen Kosten ist bereits übersandt.

Der dieser Kostenfestsetzung zugrunde liegende Titel ist vorläufig vollstreckbar.

**Rechtsbehelfsbelehrung:**

Gegen diesen Beschluss ist das Rechtsmittel der sofortigen Beschwerde gegeben, sofern der Wert des Beschwerdegegenstandes 200 EUR übersteigt. Sie steht jedem zu, dessen Rechte durch den Beschluss beeinträchtigt sind. Die sofortige Beschwerde ist bei dem Landgericht Bonn, Wilhelmstr. 21, 53111 Bonn, oder dem Beschwerdegericht, dem Oberlandesgericht Köln, Reichenspergerplatz 1, 50670 Köln, schriftlich in deutscher Sprache oder zur Niederschrift der Geschäftsstelle einzulegen. Die Beschwerde kann auch zur Niederschrift der Geschäftsstelle eines jeden Amtsgerichtes abgegeben werden.

Die sofortige Beschwerde muss spätestens innerhalb **von zwei Wochen** bei dem Landgericht Bonn oder dem Oberlandesgericht Köln eingegangen sein. Dies gilt auch dann, wenn die Beschwerde zur Niederschrift der Geschäftsstelle eines anderen Amtsgerichtes abgegeben wurde. Die Frist beginnt mit der Zustellung des Beschlusses, spätestens mit Ablauf von fünf Monaten nach Erlass des Beschlusses. Fällt das Ende der Frist auf einen Sonntag, einen allgemeinen Feiertag oder Sonnabend, so endet die Frist mit Ablauf des nächsten Werktages.

Die sofortige Beschwerde muss die Bezeichnung des angefochtenen Beschlusses sowie die Erklärung enthalten, dass sofortige Beschwerde gegen diesen Beschluss eingelegt wird. Sie ist zu unterzeichnen und soll begründet werden.

Übersteigt der Wert des Beschwerdegegenstandes **nicht** 200 EUR ist der Rechtsbehelf der Erinnerung gegeben.

Sie steht jedem zu, dessen Rechte durch die Entscheidung beeinträchtigt sind. Die Erinnerung ist schriftlich in deutscher Sprache bei dem Landgericht Bonn, Wilhelmstr. 21, 53111 Bonn einzulegen. Die Erinnerung kann auch zur Niederschrift der Geschäftsstelle eines jeden Amtsgerichts abgegeben werden und soll begründet werden.

Die Erinnerung muss innerhalb einer Frist **von zwei Wochen** bei dem zuständigen Landgericht Bonn eingegangen sein. Das gilt auch dann, wenn die Erinnerung zur Niederschrift der Geschäftsstelle eines anderen als dem nach dieser Belehrung zuständigen Amtsgerichtes abgegeben wurde. Die Frist beginnt mit der Zustellung der Entscheidung, spätestens mit Ablauf von fünf Monaten nach dem Erlass des Beschlusses. Fällt das Ende der Frist auf einen Sonntag, einen allgemeinen Feiertag oder Sonnabend, so endet die Frist mit Ablauf des nächsten Werktages.

Bonn, 16.05.2022

Landgericht

Sangare

Rechtspflegerin

Ausgefertigt

*Handwritten signature in blue ink*

Hamacher, Justizbeschäftigte  
als Urkundsbeamtin der Geschäftsstelle



Vorstehende Ausfertigung wird der Klägerin zum Zwecke der Zwangsvollstreckung erteilt.

Diese Entscheidung wurde der Beklagten, z.Hd. Rechtsanwälte LLR Legerlotz Laschet, am 17.05.2022 zugestellt.

Die Zwangsvollstreckung darf frühestens zwei Wochen nach diesem Tag beginnen (§ 798 ZPO).

Bonn, 10. JUNI 2022

*Handwritten signature in blue ink*  
Hamacher, Justizbeschäftigte  
als Urkundsbeamtin der Geschäftsstelle





<input type="checkbox"/> Kosten niedergeschlagen am <input type="checkbox"/> Zweitschuldnerrechnung über zum Kassenzeichen erteilt an		<b>Kosten gedeckt</b>  Abschriftenempfänger: Rechtsanwaltskanzlei Luther Rechtsanwaltsgesellschaft mbH, Anna-Schneider- Steig 22, 50678 Köln, Zeichen: DEU041.0007	<b>Kosten gedeckt</b>  Abschriftenempfänger: Rechtsanwaltskanzlei LLR Legerlotz Laschet, Mevissenstr. 15, 50668 Köln, Zeichen: 00368/20 KG / LW
--	--	--	--

- Firma (w) Deutsche Telekom AG, vertr. d. d. Vorstandsvorsitzenden Timotheus Höttges und die Vorstandsmitglieder Adel Al-Saleh, Birgit Bohle, Srinivasan Gopalan, Dr. Christian P. Illek, Thorsten Langheim, Dominique Leroy und Claudia Nemat, ebenda, Friedrich-Ebert-Allee 140, 53113 Bonn (KI 1)

**Ergänzungen:**

Der Streitwert setzt sich zusammen aus der Klage 665000,00 Euro und der Widerklage 210000,00 €. Die Beklagte trägt die Gerichtskosten aufgrund des Versäumnisurteils vom 07.12.2021 bzgl. der Klage gem. § 29 Nr. 1 GKG und bzgl. der Widerklage gem. § 22 GKG. Die Gebühr für die Widerklage ist mit Eingang dieser beim Gericht fällig geworden, § 6 GKG.

- Firma (w) iPass Inc., vertr. d.d. Verwaltungsrat, bestehend aus dem Vorsitzenden Michael J Tedesco und den weiteren Mitgliedern Gary A. Griffiths, David Panos, Justin R. Spencer und Neal I Goldman, ebenda, 3800 Bridge Parkway, CA 94065 Redwood Shores (Vereinigte Staaten) (Bekl 1)

**Ergänzungen:**

Der Streitwert setzt sich zusammen aus der Klage 665000,00 Euro und der Widerklage 210000,00 €. Die Beklagte trägt die Gerichtskosten aufgrund des Versäumnisurteils vom 07.12.2021 bzgl. der Klage gem. § 29 Nr. 1 GKG und bzgl. der Widerklage gem. § 22 GKG. Die Gebühr für die Widerklage ist mit Eingang dieser beim Gericht fällig geworden, § 6 GKG.

Bonn, 03.01.2022

Beuth, Justizamtsinspektorin