

Operational Agreement

between the

JonDos GmbH
Bruderwöhrdstraße 15b
93055 Regensburg
Deutschland

hereafter referred to as “JonDos”, and

<Mix Operator>
<Street>
<City>
<Country>

hereafter referred to as “Operator”.

§ 1 Scope and Subject Terms

- (1) The Operator may offer so-called Mix servers (hereafter referred to as “Mixes”) as a service to users of the software JonDo. He may organize his Mixes in so-called “Cascades” with Mixes of other Operators. As far as he provides these services in the scope of a certification by JonDos, he commits himself to adhere to the operational agreement described herein (hereinafter referred to as “the Contract”) in order to guarantee the security and performance of his services as far as possible.
- (2) Neither exchange nor settlement of payments is part of this agreement.
- (3) Based on this agreement, the Operator has sole responsibility for the operation of his Mixes, for the organization and arrangements with other Mix Operators regarding Cascades and for providing Mix services to JonDo users. In particular the Operator acts independently from JonDos and from any third parties contributing to the development of the Mix or JonDos software or certifying Operators.

§ 2 Definitions

A *Mix* is the software or process which does the IP pseudonymization for JonDonym. *Mix Server* denotes the operating system environment in which the Mix is running. *Mix Computer* denotes the physical machine on which this operating system environment is installed. Single Mixes or *Mix Cascades*, to which JonDo users may connect, are referred to as *Services*.

§3 Certification

- (1) The Operator has to publish his users all relevant information regarding his identity as a natural or legal person.
- (2) Part of the relevant information about the Operator are
 - a. the full name of the Operator or his organization, respectively,
 - b. the country where the operator is located,
 - c. a valid and regularly polled E-Mail address and
 - d. the address of the Operator's official web site.
- (3) The Operator received a digital Operator certificate from JonDos for an automatic authentication of his Mixes in the client software JonDo. For this, it is required that he proves the relevant information regarding his identity to JonDos, and that he has
 - a. a valid postal address (no post box) and
 - b. a telephone contact (landline telephone).
- (4) JonDos does not request a fee from the Operator for certification.
- (5) The digital certificate for the Mix Operator is restricted to a validity of two years at maximum and six months at minimum. JonDos has to re-issue a certificate one week before expiration at the latest, if the Operator applies for this in written form at maximum one month and at least two weeks before expiration.
- (6) JonDos may prematurely mark an Operator certificate as invalid (revocation),
 - a. if it is suspected to be abused or to have been lost to unauthorized third parties,
 - b. if this Contract has been cancelled or
 - c. if the the Operator does no longer fulfil the contractual requirements.
- (7) The Operator has to allocate a unique Mix certificate to each of his Mixes. He has to replace it by a certificate with a new key timely before expiration, but after one year at maximum. The information stored in the certificate regarding the location of the Mix computer has to be correct.
- (8) The private Mix and Operator Certificates have to be kept secure from the access of third parties, even from JonDos. Operator certificates may not be stored without encryption or with a weak encryption password.

§ 4 Usage of the Mix Software

- (1) The Operator may get the sources of JonDo and the Mix software directly from JonDos. He may also get alternative implementations, for the development, maintenance and compatibility of which JonDos is not responsible, from the Technical University of Dresden.
- (2) Whenever the Operator becomes acquainted to updates of the Mix software, he should install them immediately and should thereby regularly check changes in the Mix software's source code.
- (3) If the Operator recognizes changes made by non-authorized third parties (hacks) or changes that were obviously made to harm the services' security (malicious code), the Operator is obliged to send a report to the developers of the Mix software immediately. Contrary to § 4(2) he may then not use this Mix software.

§ 5 Forwarding and Storage of Data

- (1) Direct or indirect exchange and forwarding of user connection data between Operators, Mixes, Mix Servers and Mix Computers is allowed only for what is required by the communication protocols activated by default in the Mix software.
- (2) As far as not explicitly allowed in the following paragraphs, the Operator may neither store traffic data, nor contents of communication, nor information about the internal states of Mixes or about anonymized connections, and may never transmit any of these data to JonDos, other Operators or third parties.
- (3) For statistical purposes, the Operator is allowed to store anonymized traffic data that may either lead to identifying origin countries of users or to categorizing requested URLs. The data stored has to be anonymized in a way it is not suitable for identifying users. In particular, arguments of URL requests have to be removed. The storage has to be permitted by JonDos beforehand and in written form. The permission is effective with receipt and ends one month after receipt. It may be cancelled by JonDos at any time by a single-sided declaration of intent to the Operator. The users have to be informed about such a storage at least two weeks before in a suitable manner, for example by a public announcement on the JonDos and Operator websites.
- (4) The applicable statutory provisions shall remain unaffected, respectively.

§ 6 Organizing Mixes in Cascades

(1) Definitions

- a. A *Cascade* is a combination of *two or more Mixes*. It is combined from first (entry) Mixes, last (exit) Mixes and, optional, middle Mixes.
- b. Mixes in a Cascade are *geographically distributed*, if their Mix Computers are not hosted in the same city, at the same hosting provider or in the same autonomous system (AS).
- c. An Operator is *independent from another Operator*, if there are neither
 - i. kinsmanlike relations, nor terms of employment, nor direct nor indirect authorities to issue directives nor
 - ii. any other direct nor indirect personal, organizational nor financial dependencies nor common shareholders nor
 - iii. contractual regulations about Mix operationbetween them. The Operator is obliged to immediately reveal such relations to JonDos.
- d. *Data retention* denotes the realization of a general legal obligation of the Operator to store or transmit connection data of a Mix according to § 5(2) to third parties without any individual order by the police or by a judge.
- e. A Cascade is considered as *international* if
 - i. the Operator's office is registered to another country than the other Operators' and Mixes' offices and locations in the Cascade, and if
 - ii. the location of the Operator's Mix Computer is not located in the same country as any other Mix or Operator in the same Cascade.

(2) Mixes have to be operated in *geographically distributed, international Cascades of mutually independent Operators without data retention*. If this is not possible, the criteria according to § 6(1) a, b, c, d and e shall be followed in this order when constructing the service.

(3) Special organizational prescriptions for paid (premium) Mixes

- a. Premium services have to be built of exactly three Mixes, Economy services of exactly two Eco Mixes.
- b. Non-distributed Cascades according to § 6(1) b and Cascades with mutually dependent Operators according to § 6(1) c are not allowed.

(4) Whether a service does not fulfil the criteria according to § 6(2) or, if applicable, according to § 6(3), their Operators have to disband this Service within three days by request of JonDos. JonDos has to give extensive reasons for this in written form to all Operators (not only the ones who are affected).

(5) Names of Mixes and Services set by the Operator are not allowed to contain names of locations, may neither violate German laws nor morality and are not allowed to mock a relation to other organizations.

§ 7 Mix Operation and Administration

- (1) The access to the Mix must be secured physically, by authentication and encryption according to the state of the art. In particular, the Operator has to prevent access by JonDos or by third parties, which is not even allowed for support reasons. If possible, also the hosting provider should not be able to get access.
- (2) On the same Mix Server, only one running Mix is allowed at a given time. Simultaneously running a maximum of two Mixes on a Mix Computer is permitted, however, if virtualization is used to separate the Mix Servers. Exception: Separation of a Mix is not necessary if the Cascade of this Mix is not visible on any InfoService, that is if the Mix is part of a private "Darknet".
- (3) Special administrative regulations for paid Mixes
 - a. The Operator must ensure that staff for system administration of his Mix Servers have the skills, reliability, resources and time necessary for fulfilling their tasks.
 - b. Only server software that is needed or reasonable for operating, maintaining and monitoring the JonDonym service is allowed to be installed on a Mix Server. In particular, no other anonymization systems, proxies or web servers that are accessible from outside are allowed to run on the Mix Server.
 - c. Virtual servers are only allowed if the dedicated host system is under the operator's complete control. Exceptions are only allowed until 2011-12-31.
- (4) The Operator has to communicate malfunctions that belong to his own area of responsibility (e.g. the outage of one of his Mixes) to JonDos immediately. Moreover, he has to resolve the malfunction in the scope of his technical abilities as soon as possible.

§ 8 Verification Process

- (1) For verification of the above assurances, the Operator is once a year obliged to grant insight into the needed documents and computer systems to a data control organisation bound to professional discretion and instructed by JonDos. This data control organisation may be a lawyer, sworn assessor, data protection office or any third party accepted by both JonDos and the Operator.
- (2) JonDos and the Operator bear the costs for this verification process in equal shares. However, the Operator bears costs of at maximum 5% of his last annual sales with Mixes settled with JonDos. Operators with solely cost-free Mixes are exempt from cost absorption.
- (3) The verification process may also be instructed by the Operator himself. In this case, the Operator completely bears the incurring costs.
- (4) Inspection procedures have to be applied that do not force the Operator to allow the control organization unattended or untraceable access to his Mix Servers. The system users' anonymity must not be significantly influenced or endangered by this verification process.

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< Mix Operator >

- (5) Performed steps of the verification and its results are published by JonDos within one month after verification.
- (6) In case defects are discovered, the Operator is allowed to fix them and perform another verification process according to the above conditions at his own expense within one month.

§ 9 Special requirements for Free, Eco and Premium Services

- (1) Economy and Premium Services have to provide for user connections an up- and download speed of at least 600 kbit/s and a latency of two seconds at maximum for at least 90% of daily runtime.
- (2) Free Services have to limit their download speed to 40-50 kbit/s. They should provide not less than 40 kbit/s for up-/downloads and a latency of four seconds at maximum for at least 90% of daily runtime. JonDos may grant exceptions.
- (3) Relevant for reaching the target values are the performance data automatically calculated by the InfoServices, especially the bounds.
- (4) The Operator of the first Mix of a service may limit its user numbers, however to nothing less than 380 users. JonDos may grant exceptions for testing purposes.
- (5) Last Mixes in Free and Economy services may forward Internet traffic to the ports 80 and 443 only. Premium services must allow all ports and SOCKS5 for forwarding. Port 25 is optional in any case. JonDos may grant exceptions.
- (6) The size of up- and downloads on free services has to be restricted to 2 Mbyte. JonDos may grant exceptions.

§10 Liability

- (1) The Operator himself is responsible for the consequences of his Mix operation. JonDos cannot be made liable for loss, damage or crimes that are directly or indirectly correlated to the Mix operation of the contracting party. The Mix Operator commits himself to indemnify JonDos from the respective claims. The Operator is in this case directly liable to the persons concerned and is responsible against the respective public authorities.
- (2) Both JonDos and the Operator are liable for any damages adequate causally caused by gross negligence or wilful misconduct of their own, their legal representatives, employees or agents. In case of wilful misconduct, JonDos or the Operator, respective, is in total at minimum liable to the amount of sales which the Operator would have to expect for his Mix services for the next two years.
- (3) In case of damages caused by ordinary negligence, both JonDos and the Operator are only liable if a fundamental contract obligation (cardinal obligation) has been breached. Cardinal obligations are duties of central importance for the Contract in a way that a violation of those deprives the other party of what he is entitled to expect under the Contract. JonDos' and the Operator's liability for simple negligence shall be hereby excluded.

- (4) Notwithstanding anything to the contrary contained in the Contract any liability of JonDos and the Operator for damages which affect injury to life, body or health, the breach of cardinal obligations caused by JonDos respective the Operator or one of his legal representatives, employees or agents, or duties of which JonDos or the Operator, respective, has no control of, warranted characteristics or damages under the German Product Liability Act ("ProdHaftG") shall remain unaffected hereby. In every case JonDos' and the Operator's liability amount is limited to the damage that could have been reasonably foreseen by the liable party at the time of conclusion of the Contract.
- (5) JonDos disclaims all guarantees related to service, products and software, and is, in particular, not liable for loss or damage of the Operator that directly or indirectly result from the potential insecurity of the used software, protocols, signature and encryption methods. The code for these methods is open source and should be checked for correctness and security before getting used by the Operator. The productive usage of the code is an agreement to this non-liability.
- (6) JonDos commits itself to protect the infrastructure of the JonDonym service to the utmost and to protect thereby the Operator from damage and loss of earnings. JonDos is, however, not liable for damage, in particular for loss of earnings, resulting from outages, loss of performance or a functional limitation of Mixes within a Cascade, as far as JonDos did not cause them with gross negligence or with wilful misconduct.

§ 11 Term and Termination

- (1) This Operational Agreement is concluded sine die and may be cancelled by both parties by a notice in written form.
- (2) Both parties may cancel the Contract at the end of each month with four weeks notice, while the instant cancellation for an important reason according to § 314(1) BGB, in particular because of violation against basic contractual obligations, remains reserved to the parties. In particular, an important reason exists if a party violates any of the prescriptions mentioned in this agreement grossly negligent or with intent.
- (3) The Contract is also cancelled if the Operator does not run any Mix within a functioning cascade during a three month period.
- (4) An effective cancellation of this Contract also cancels an Operators' certification as well as existing Billing Contracts and Price Agreements between JonDos and the Operator.
- (5) Earlier versions of the Operational Agreement between the contractual partners are considered as cancelled when this contract takes effect.

§ 12 Concluding Regulations

- (1) Exclusive venue for all disputes arising from this Contract is, if the Operator is merchant, legal person governed by the public law, special property under public law or inland without place of jurisdiction, Regensburg. Moreover, JonDos has the right to sue the Operator at his own venue.
- (2) The Contract between JonDos and the Operator shall be governed, construed and interpreted in accordance with the laws of the Federal Republic of Germany.
- (3) If any provision of this Contract or the application thereof to any person or circumstances is fully or partially invalid, unlawful or unenforceable, all remaining provisions or application of these provisions shall remain unaffected thereof. An invalid, unlawful or unenforceable provision shall be regarded as replaced by a valid, lawful and enforceable provision that as closely as possible reflects the economic background and meaning of the replaced provision. § 139 BGB is not applicable.

Location, Date

Location, Date

Representative of the
<Mix Operator>

Representative of the
JonDos GmbH