General Terms and Conditions (GTC)

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1. Scope of applicability of these General Terms and Conditions of Business

1.1. These General Terms and Conditions (hereinafter "**GTC**") shall apply to all contractual relationships between plusserver GmbH, Welserstr. 14, 51149 Köln/Cologne, Germany ("**plusserver**") and the Customer (plusserver and Customer the "**Contracting Parties**") regarding the provision of all services and/or products of plusserver (collectively, the "**Services**").

1.2. The services and/or products of plusserver are directed exclusively to entrepreneurs (*Unternehmer*) within the meaning of Section 14 sub-section 1 *Bürgerliches Gesetzbuch* (the German Civil Code, the "**BGB**"), to legal entities under public law, or to special funds under public law (*öffentlich-rechtliche Sondervermögen*).

1.3. Any deviating terms and conditions shall not be acknowledged unless consent has been expressly made to them in writing by plusserver.

1.4. These GTC shall also apply if services are provided without reservation in the knowledge of conflicting or deviating terms and conditions of the Customer. These GTC do not apply to plusserver's business relationship with customers who are consumers within the meaning of Section 13 BGB.

2. Subject matter of the Contract, type and scope of the Services of plusserver

2.1. Subject of the Contract are the contractually agreed Services, in particular the Services specified in the offer and order or in another contractual agreement (hereinafter "**Commissioned Services**"), that plusserver provides in accordance with the regulations specified therein and the other contractual annexes named therein. Any other commitments promises of performance, or ancillary agreements shall be effective only if these are confirmed by plusserver in writing. Unless expressly agreed otherwise, plusserver is entitled to have the services incumbent upon plusserver performed by third parties.

2.2. Voluntary, no-charge performances and services of plusserver, which are not part of the Commissioned Services nor prerequisite to the provision of Comissioned Services, can be discontinued at any time. plusserver will take the legitimate interests of the Customer into account, to the extend possible, when making changes and discontinuing free services and performances.

3. Reseller exclusion

Any further transfer of the Services provided by plusserver to third parties by way of reselling shall require a separate agreement between plusserver and the Customer.

4. Prices, due date, objections to invoices

4.1. The Customer shall pay the invoice amounts that result from the provision of Services by plusserver on the basis of the prices agreed with the Customer. All fees shall be understood to be exclusive of the respectively applicable value-added tax (*Umsatzsteuer*) as provided by law.

4.2. Fees to be paid on a monthly basis shall be tendered in advance, and, in the event of proportional use, on a correspondingly pro rata basis. Fees based upon use and consumption are payable after the service has been rendered at the end of the respective billing period, unless otherwise agreed.

4.3. The amounts listed in the invoice are due for payment without deduction ten (10) days after receipt of the invoice. A legally non-binding statement of services will be made available to the Customer for retrieval in plusserver's online portal. plusserver will provide the Customer with the invoice in text form (*Textform*) (usually as an e-mail attachment). The Customer hereby agrees to this. The Customer shall have to ensure the proper receipt of invoices.

4.4. The Customer shall have to raise any objections to the billing of the services provided by plusserver in writing to the office specified on the invoice within eight (8) weeks of receipt of the invoice. After expiry of the aforementioned period, the invoice is deemed to have been approved by the Customer.

5. Adjustments to fees

5.1. plusserver – subject to the provisions in sub-section 5.4 – shall have the right to change, alter and adjust (collectively referred to as to "**adjust**") the fees to be paid on the basis of this Contract, at its reasonable discretion (*billiges Ermessen*, Section 315 BGB), taking into consideration the principles of cost development listed in this section below and decisive for calculating the fees.

5.2. A fee adjustment in accordance therewith shall come into consideration if, e.g., the costs for procurement and use of hardware and software, energy, providing and/or using communication networks, personnel costs or costs for server space verifiably change (to the extent, as described in sub-section 5.5 no overriding agreement has been stipulated for a price adjustment) or other changes to the economic or legal framework conditions lead to an objectively changed cost situation. Any increases in a type of costs, e.g., personnel costs, shall be allowed only in the scope for a price increase in which no equalization takes place takes place via any diminishing expenses in other areas, e.g., with the costs for hardware and software.

5.3. plusserver will inform the Customer of fee adjustments in text form (*Textform*) at least six weeks before the adjustment comes into effect and inform the Customer of the possibility of an objection as well as the continuation of the contract under the changed conditions in the event of a failure to object. If the Customer objects within four weeks of receiving notification of a price increase, at least in text form, plusserver has the option of continuing the contract at unchanged conditions or terminating the contract with a notice period of three months.

5.4. If the price increase only affects individual services and there is a partial right of termination for these affected services, the right of termination described in sub-section 5.2 shall only apply to these affected services in the event of an objection by the Customer.

5.5. If separate provisions on price adjustment are agreed for individual cost elements that are decisive for the calculation of the contractual fee (e.g. based on an individual agreement or based on a provision in plusserver's Special Terms and Conditions), such an agreement applies conclusively to these cost elements, so that the factors decisive for a price adjustment there are not to be taken into account for an adjustment of the fees in accordance with the further provisions of this section 5 and the aforementioned objection and termination provision also does not apply to the price adjustment there.

6. Product life cycle for support services

6.1. Insofar as support services ("**Support Services**") have been agreed for Commissioned Services and are to be provided by plusserver, these are subject to a product life cycle within the framework of which plusserver may, in accordance with the provisions of this Section 6, change the scope of support services to be provided at the respective support level ("**Support Level**") or discontinue services entirely.

6.2. In principle, plusserver shall provide the agreed support services for Commissioned Services in full, unless one of the cases described in sub-sections 6.3 to 6.5 below applies and support services are only to be provided in accordance with the "Limited Support" or "Extended Support" Support Level.

6.3. The Parties agree that plusserver shall be entitled to change the scope of the support services to be provided at any time by giving the Customer appropriate unilateral notice and to transfer them to the "Limited Support" or "Extended Support" Support Level, notifying the Customer of this with a reasonable advance notice period of at least 12 months. This period is not required if the provision of a Commissioned Service poses a security risk or if the Commissioned Service violates legal regulations. In such a case, plusserver may also transfer the Commissioned Service to a different support level or discontinue it at an earlier date.

6.4. Within the scope of the "**Limited Support**" support level, the agreed Service Level Agreement ("**SLA**") for the respective Commissioned Service that is the subject of a change notification in accordance with sub-section 1.2 shall no longer apply. In particular, plusserver shall no longer be obliged to grant

credits in the event of a SLA shortfall, nor to provide updates, upgrades, or remedy defects. The respective commissioned service may be unavailable at any time for an indefinite period and is no longer suitable for productive use. The availability of the service, the response time in the event of a malfunction, and specific support services requested by the Customer (so-called "service requests") will only be provided by plusserver at its own discretion and within the scope of reasonable efforts (so-called "best effort"). plusserver strongly recommends switching to current successor products and services with full support services for all products and services that have reached the "Limited Support" Support Level.

6.5.   plusserver may offer the Customer an additional fee-based extension of the original full scope of support services for individual products and services that have reached the "Limited Support" Support Level, if applicable, while maintaining the agreed service level agreement ("**Extended Support**"). Such Extended Support must be requested separately by the Customer. The Customer has no entitlement to Extended Support for specific products and services.

6.6.   plusserver is entitled at any time to discontinue products and services and to cease providing them ("**Product Discontinuation**"). In the event of Product Discontinuation, plusserver is entitled to a special right of termination, according to which the affected (partial) service can be terminated with 12 months' notice to the end of the month. This notice period is not required if a commissioned service poses a security risk or if the commissioned service violates legal regulations. In such a case, plusserver may discontinue the commissioned service at an earlier date.

7.   Registration and administration of internet domains for the Customer

7.1   If plusserver and the Customer have agreed upon the registration and administration of domains as part of the services, plusserver shall act with regard to the domain registration for the Customer within the scope of a management agreement (*Geschäftsbesorgungsvertrag*) and shall take over administrative tasks during the term of the agreement with the Customer. In any case, however, the domain registration agreement shall be concluded directly between the Customer and the respective registry or registrar. Therefore, the relevant registration terms and conditions of the respective registry or registrar shall then apply (this agreement between the Customer and the respective registry or registrar including the relevant terms and conditions hereinafter referred to as **"Registration Agreement"**).

7.2   The registration of domains is carried out in an automated procedure. plusserver has no influence on the allocation of domain names. Therefore, plusserver shall not warrant that the domain names for which the Customer has applied for can be allocated (delegated) and are free from any third-party rights.

7.3   The Customer shall cooperate in a reasonable manner for the registration, transfer and deletion of domains as well as for changes to entries in the databases of the registries.

7.4   The Customer hereby warrants that his domains and the content that can be accessed via these domains do not breach statutory regulations or infringe the rights of third parties. Depending on the type of domain and/or the target audience for the related content, other national laws must also be observed.

7.5   Should third parties substantiate that domains or content have infringed their rights or should plusserver become convinced that, based on objective factors, an infringement of the law is likely, plusserver may temporarily block such content and implement measures to make that domain inaccessible.

7.6   The Customer shall indemnify plusserver against third-party claims for compensation resulting from the unauthorised use of an Internet domain or the related content.

7.7   Should the Customer waive his right to use a domain name vis-à-vis the respective registry or registrar, he shall notify plusserver immediately thereof.

7.8 Termination of the contractual relationship with plusserver does not materially affect the existing Registration Agreement for a domain between Customer and the registry or registrar. During the contractual relationship concerning the administration of the domain, termination requests concerning a Registration Agreement shall be sent to plusserver, as plusserver manages the domain for the domain owner and communications of the domain owner, including contract terminations, shall be sent regularly via plusserver to the respective registry or registrar. After the end of the contractual relationship between plusserver and Customer regarding the administration of the domain, Customer shall be solely responsible for the administration of the affected domains.

7.9 If Customer wishes, in the event of termination of his agreement with plusserver regarding the administration of domains, to terminate a Registration Agreement for a domain, this requires an express written declaration by Customer that the domain shall be (co-)terminated and may be deleted. If the Customer is not the domain owner, any termination or deletion shall require the written consent of the domain owner or admin-cs. The notice periods of the respective Registration Agreement shall apply.

7.10 For the avoidance of doubt, it should be noted that if a termination order for the Registration Agreement is not submitted by the Customer within due time and therefore leading to the extension of the domain registration period with the registry or registrar, the Customer's obligation to pay shall continue for this extended period.

7.11 If the Customer, in the event of termination of his agreement with plusserver regarding the administration of domains, does not make an express disposition regarding what is to be done with the domains registered via plusserver within a reasonable period of time after being requested to do so by plusserver by e-mail to the e-mail address provided by the Customer plusserver shall be entitled to transfer the domains to the direct administration of the respective registry with effect from the termination date of the agreement for the administration of domains between plusserver and the Customer. This shall in particular apply in cases where the Customer has issued instructions relating to the transfer of the domain to another provider, but the instructions were not actioned in time.

8. Payment, blocking in the event of payment default

8.1 Insofar as payment has been stipulated by means of a SEPA direct debit, the Customer shall issue plusserver a mandate for the basic SEPA direct debit procedure, in order to collect all fees incurred within the framework of the contractual relationship. The mandate shall apply as well to any new banking arrangements of which the Customer has furnished notice. plusserver shall notify the Customer in a timely manner of the corresponding direct debit collection in advance (so-called pre-notification). The notice period for the pre-notification shall be shortened by one (1) day. The pre-notification shall be effected via email to the Customer. The Customer shall ensure that, during the stipulated booking period, its account has sufficient coverage. The Customer shall be obligated to reimburse plusserver for any damages or expense arising from payment declined by the institute at which the account is maintained.

8.2 The Customer shall also be in default, without warning, if it fails to pay within thirty (30) days of receipt of a billing statement. The statutory provisions governing the consequences of payment default shall be applicable.

8.3 If the Customer is in default with the payment of the basic monthly fee or a not insignificant part of the basic monthly fee for two consecutive payment dates or (b) in a period extending over more than two payment dates, is in default with the payment of the basic monthly fee in an amount equal to the basic monthly fee for two months, then plusserver shall be at liberty to block the Customer's IT system for internet access, without setting a notice period and without further notice. Anny temporary blocking of services shall be without prejudice to the Customer's payment duty.If the Customer, in the event of termination of his agreement with plusserver regarding the administration of domains, does not make an express disposition regarding what is to be done with the domains registered via plusserver within a reasonable period of time after being requested to

do so by plusserver by e-mail to the e-mail address provided by the Customer plusserver shall be entitled to transfer the domains to the direct administration of the respective registry with effect from the termination date of the agreement for the administration of domains between plusserver and the Customer. This shall in particular apply in cases where the Customer has issued instructions relating to the transfer of the domain to another provider, but the instructions were not actioned in time.

8.4   The Customer shall be able to set off against receivables of plusserver only with counterclaims which are undisputed or judicially ascertained. This provision shall not apply to any warranty claims of the Customer, insofar as these are set off against the receivable of plusserver for fees.

9.   Agreement term, termination, partial termination, bookings in web portal

9.1.   Unless otherwise agreed, the minimum contract term is 24 months and the notice period for ordinary termination is three months to the end of the contract term. Unless otherwise agreed, the contract shall be extended by the respective minimum contract term in the absence of termination. If this is longer than one year, however, it is only extended by one year at a time.

9.2.   To the extent that, in the services commissioned or in the service description of one or several of the services booked by the Customer, a separate opportunity to terminate is provided or such has been separately stipulated between the parties, each party shall be able to separately terminate the services concerned in compliance with the notice period applicable for this purpose (partial termination, *Teilkündigung*).

9.3.   The right of the Customer to terminate at any time, as provided under Section 648 sentence 1 BGB, to the extent applicable, shall be precluded.

9.4.   The right to terminate without notice for cause shall not be affected. Cause for plusserver shall include, but not be limited to, if the Customer:

- is in default, on two successive dates, in payment of the monthly basic fee or of a portion of the monthly basic fee that is not insignificant; or;
- over a period of time spanning more than two payment dates is in default of payment of the monthly basic fee in an amount that is as much as the amount of the monthly basic fee for two months; or
- culpably breaches a material contractual duty and does not, despite admonition, take corrective action within a reasonable period; or
- violates prohibitions prescribed by law, including, but not limited to, the violation of provisions pertaining to copyright, competition, rights governing use of a name, or data protection insofar as this violation adversely affects the material rights or interests of plusserver in a more than insignificant manner; or
- severely or repeatedly breaches its obligations arising from sub-sections 11.6, 11.7, 11.9 or any other protective policies arising from this Contract pertaining to IT security or third-party rights; or
- publishes content which is National Socialist, racist, radical, or illegal.

9.5.   In order to be effective, each and every termination shall require the written-form (*Schriftform*) according to sub-section 19.5. If plusserver provides a corresponding termination function in its customer and web portal accessible at https://customerservice.plusserver.com (hereinafter "**Customer Portal**"), it shall also be possible to effectively terminate the Contract within the Customer Portal. Sub-section 17.2 applies to the transmission of the termination notice.

9.6.   Irrespective of the possibility of termination, the Customer may have the option to temporarily add or terminate individual services in the Customer Portal, provided that this option is part of the respective service or has been agreed as part of the respective service.

10. Warranty

10.1. plusserver points out that, given the current state of technology, it is not possible to create hardware and software in such a way that it works error-free in all application combinations or can be protected against any manipulation by third parties. plusserver does not warrant that the hardware and software used or provided by plusserver meets the Customer 's requirements, is suitable for certain applications, or that it is crash-proof, error-free, or free of malware.

10.2. Any occuring defects and flaws must be reported in a comprehensible manner to plusserver immediately after they have been discovered in writing (*Schriftform*) or text form (*Textform*).

10.3. To the extent that the contractual use of the Services is suspended as a result of a defect that is subject to the liability for defects under the rental agreement (*mietvertragliche Mängelhaftung*), the Customer shall be exempt from paying the remuneration for the impaired service for the period during which use is suspended. For the period during which the suitability for contractual operation is reduced, the Customer shall only have to pay an appropriately reduced fee. Insofar as separate service levels have been agreed between the Parties for the service affected by a defect and these provide for a reduction in remuneration, the provisions of the relevant service level agreement(s) shall apply conclusively to the reduction and any exclusion of the obligation to pay remuneration for the impaired service(s).

10.4. If the services provided by plusserver are subject to liability for defects under a contract for work and services (*werkvertragliche Mängelhaftung*), plusserver has the right to choose whether to provide subsequent performance. If plusserver is not in a position to rectify the defect or replace the service without errors, plusserver will show the client workarounds. Insofar as these are reasonable for the Customer, they are deemed to be supplementary performance.

11. Liability

11.1. plusserver shall be liable, regardless of legal ground, only in accordance with the following provisions.

11.2. plusserver shall be liable in the event of intent and gross negligence in accordance with the statutory provisions of law.

11.3. In the event of slight negligence, plusserver shall be liable only in the event of a breach of a material contractual obligation, the fulfillment of which is essential for the proper execution of the Contract and upon compliance of which the Customer may regularly rely (cardinal obligation, *Kardinalpflicht*). In these instances, plusserver shall be liable solely in the amount of foreseeable, contractually typical damages, however, per claim up to a maximum of the net compensation paid in the last 12 months or EUR 25.000, whichever is higher.

11.4. In the event of slight negligence, liability for all remaining damages, including, but not limited to, indirect damages, shall be excluded.

11.5. In the event of breaches of an agreed SLA, in particular if the availability of products and services agreed therein within the scope of product-related service levels is not met, the Customer shall be entitled exclusively and solely to the credits conclusively stipulated in the SLA in relation to a monthly fee as lump-sum compensation (*pauschalierter Schadensersatz*) for all damages resulting from non-compliance with the availability requirements. Further warranty rights (e.g., due to defects) and any further claims exceeding the credits stipulated in the SLA are excluded in connection with breaches of the SLA.

11.6. The above limitations shall not apply in the event of injury to life, limb, or health, in the event of fraudulent misrepresentation, the absence of a warranted characteristic or in the event of liability under the *Produkthaftungsgesetz* (the German Product Liability Act).

11.7. plusserver shall not be liable for the loss of data and/or programs to the extent that the damage is due to the Customer's failure to carry out proper data backups and thereby ensure that lost data can be restored with reasonable effort.

11.8. plusserver shall not be liable for the loss of data and/or programs to the extent that the damage is due to the Customer's failure to immediately install and use patches or updates for which it is responsible.

11.9. plusserver shall not be liable for interruptions, malfunctions, failures, or other events causing damage that are beyond plusserver's control and for which plusserver is not responsible (e.g. hacker attacks/other cyber risks/attacks).

11.10. Any no-fault (*verschuldensunabhängige*) liability on the part of plusserver for initial defects based on Section 536a BGB is excluded. Therefore, plusserver is only liable for such initial defects if and to the extent that plusserver is responsible for them.

11.11. To the extent that plusserver's liability is excluded or limited, this also applies to the liability of plusserver's employees, other staff, representatives, and vicarious agents.

11.12. Within the scope of application of the *Telekommunikationsgesetz* (the German Telecommunications Act, the "**TKG**"), the liability provision of Section 70 TKG shall, in every instance, remain unaffected.

12. Obligations of the Customer to cooperate, data backup, blocking the connection to the Internet

12.1. Insofar as the Customer manages, installs, or distributes software licenses on the Customer's IT system, correct licensing shall be solely the obligation of the Customer.

12.2. Notwithstanding its obligation to notify plusserver of defects in accordance with sub-section 10.2, the Customer shall have to support, to the best of its ability, plusserver in remedying any defects, including, but not limited to, taking all reasonable measures for the purposes of data security.

12.3. Unless otherwise agreed,, plusserver shall not be obligated to create backup copies of data which the Customer transfers to or stores on the IT system.

12.4. Unless otherwise agreed, the Customer shall create backup copies of all data transferred to or stored on the Customer's IT system at regular intervals at least once a day, which may not be stored on the Customer's IT system itself, in order to ensure fast and cost-effective recovery of the data in the event of a system failure. In the event of a loss of data, the Customer shall upload the data concerned to the Customer's IT system again free of charge and restore configurations.

12.5. The Customer shall provide plusserver with its full company name and a summonable postal address (no P.O. Box or other anonymous address), a valid e-mail address, and its telephone number. The Customer assures that the information provided is correct and complete. The Customer shall inform plusserver immediately of any changes to the contact details provided and any other data required for the execution of the contract. Liability on the part of plusserver for damages resulting from incomplete or incorrect contact data is excluded.

12.6. The Customer shall not impair plusserver's IT infrastructure facilities or general IT security through the operation of IT systems (e.g. use of technologies that particularly overload the hardware and network and also have a negative impact on the servers or systems of other customers). plusserver may exclude such IT systems from access by third parties or block the network connection to these IT systems until the Customer has eliminated/deactivated the technologies used that jeopardize IT security.

12.7. The Customer shall not to store any content on the Customer's IT system that is unlawful or violates laws, official requirements or the rights of third parties. He shall ensure that the Internet address selected by him, under which the content can be retrieved via the Internet, also does not violate laws, official requirements or the rights of third parties. The Customer may not offer or distribute any

content protected by copyright on the customer's IT system without authorization. In particular, the operation of so-called P2P file-sharing networks, download services or streaming services, through which copyright-protected content may be distributed without authorization, is not permitted. Furthermore, the Customer undertakes not to provide any links that refer to such P2P file-sharing networks, download services, streaming services or their content. The Customer will also ensure that programs, scripts or similar installed by the Customer do not endanger the operation of plusserver's servers or communication network or the security and integrity of other data stored on plusserver's servers. Furthermore, the Customer shall not to use the resources provided by plusserver for actions that violate legal prohibitions, common decency, or the rights of third parties (copyrights, trademark rights, rights to a name, data protection rights, etc.). This includes the following actions in particular:

(a) unauthorized intrusion into third-party computer systems (e.g., hacking);

(b) obstruction of third-party computer systems by sending/forwarding data streams and/or emails (e.g., DoS/DDoS attacks);

(c) operation of IRC-related services (internet relay chat), e.g., shells, bouncer, Eggdrops;

(d) searching for open accesses to computer systems (e.g., port scanning);

(e) the falsification of IP addresses, mail and news headers and the distribution of malware;

(f) or other services that can be used by the customer or third parties to conceal their identity on the Internet.

The Customer shall indemnify plusserver from any and all claims by third parties in connection with any breach of duties arising from section 11.7 herein, including any costs incurred as a result of the claim.

12.8. In the event of an imminent or actual breach of the obligations under sub-sections 12.6 and 12.7 and in the event of the assertion of not obviously unfounded claims by third parties against plusserver for the omission of the complete or partial presentation of the content stored on the Customer's IT system via the Internet, plusserver is entitled to temporarily or permanently suspend or otherwise block the connection of this content to the Internet in whole or in part with immediate effect, taking into account the legitimate interests of the Customer, if the Customer does not block such content itself within a period of 24 hours after receiving a corresponding request. In the event of (i) a significant breach of the aforementioned obligations, (ii) particular urgency or imminent danger, (iii) a not obviously unlawful official order or court ruling, and (iv) in the event of a legal obligation, plusserver may also suspend or otherwise block the connection of this content without prior notice; in this case, plusserver will inform the Customer of this measure immediately. Temporary blocking does not affect the Customer's obligation to pay.

12.9. If programs, scripts, or similar installed by the Customer endanger or impair the operation of plusserver's servers or communication network, or the security and integrity of other data stored on plusserver's servers, plusserver may deactivate or uninstall these programs, scripts, (etc). plusserver may also interrupt the connection to the Internet. If the elimination of the threat or impairment requires this, plusserver is also entitled to interrupt the connection of the content stored on the Customer's IT system to the Internet. plusserver will inform the Customer of this measure immediately.

12.10. In the event of a breach of one of the aforementioned obligations, plusserver is entitled to discontinue its services with immediate effect or to block access to the Customer's IT system. Any further claims by plusserver remain unaffected by this.

13. Export and import control

13.1. The Parties are cognizant of the fact that IT performances can be subject to export and import restrictions. In particular, there can exist approval duties, or the use of the services or of technologies connected therewith in foreign countries can be subjected to restrictions.

13.2. The Customer shall comply with the applicable export and import control regulations of the Federal Republic of Germany, of the European Union, and of the United States of America, as well as will all other pertinent rules and regulations.

13.3. Fulfillment of the Agreement by plusserver shall be subject to the reservation that no hindrances due to national and international rules and regulations of export and import (control) law, or any other statutory rules and regulations, stand in opposition to said fulfillment.

14. Data protection

plusserver shall collect, process, and use personal data of the Customer within the scope of statutory provisions governing data protection. Insofar as the Customer has been solicited through an intermediary, the Customer shall irrevocably consent that the data necessary for billing the commission be transmitted to the intermediary.

15. Indemnification

The Customer shall be obligated to indemnify plusserver inter se from any and all third-party claims resting upon unlawful or illegal actions of the Customer or content-based errors in the information made available by the Customer. This provision shall apply in particular to infringements of copyright, trademarks, name, data protection, and competition law, as well as in the event of any breach against section 12 of these GTC.

16. Non-disclosure

Each of the Parties shall be obligated to comply with the content of this agreement and keep confidential the information, records and documents disclosed by or obtained from the respective other party and/or a company affiliated with it within the meaning of Sections 15 et seq. *Aktiengesetz* (the German Stock Corporation Act, the "**AktG**") in connection with this Agreement, whether disclosed or obtained verbally, in writing or in any other way, which are not generally and/or publicly known and/or already known to the receiving party ("**Confidential Information**") during and after termination of this agreement. The receiving Party further undertakes to use the Confidential Information exclusively for the purposes of this Agreement and not to disclose the Confidential Information directly or indirectly to third parties and to make it available only to such employees, (external) collaborators and consultants who have a compelling need for the Confidential Information for the purpose of this Agreement and who are themselves obligated to confidentiality. Companies affiliated with the receiving party within the meaning of sections 15 et seq. AktG shall not be considered as third parties within the meaning of the preceding sentence, provided that these companies themselves have a corresponding obligation of confidentiality vis-à-vis the receiving party and their employees, (external) staff and consultants have also been obligated to confidentiality accordingly. All rights to the Confidential Information shall remain with the respective disclosing party.

17. Amendments to these terms and conditions, transmission of information and representations

17.1. plusserver shall have the right to amend these GTC unilaterally, to the extent that such is necessary for the purposes of eliminating disproportionate divergences between performance and counterperformance (*Äquivalenzstörungen*) subsequently arising or serves the purpose of adapting them to evolving statutory or technical framework conditions. plusserver shall notify the Customer of such amendments and specify the content of any amended provision. The amendment shall become a constituent of the agreement if the Customer does not object to such incorporation into the contractual relationship to plusserver in writing (*Schriftform*) or in text form (*Textform*) within six weeks of receipt of the notification of amendment.

17.2. It shall be possible for all information and representations of plusserver, to be directed to Customers electronically, particularly over the Customer portal within the framework of the contractual relationship. This also applies to invoices within the scope of the contractual relationship. All information and representations from the Customer can be sent to plusserver electronically, in particular via the Customer portal or by e-mail to the e-mail address provided by plusserver. The form prescribed in section 9.5 in conjunction with section 19.5 also applies to notices of termination by plusserver or the Customer.

18. Force Majeure

plusserver shall not be liable for any default or non-performance, if and to the extent the default or non-performance is traceable to reasons outside plusserver's reasonable sphere of influence, including force majeure, labor unrest, or other operational disruptions, electricity or network outages, outage of other supply or telecommunications networks, earthquakes, violent weather or other natural events, blockades, embargoes, unrest, measures or decrees taken by governments, terrorist actions, or war.

19. Miscellaneous provisions

19.1. The assignment of claims arising from the business relationship between the Contracting Parties shall be permissible only with prior written consent of the other contracting party. Such shall be without prejudice to the provision of Section 354a of the *Handelsgesetzbuch* (the German Commercial Code, the "HGB").

19.2. The assertion of a retention right shall be possible only for counterclaims arising from the respective contractual relationship.

19.3. The Contracting Parties shall be able to set off only with claims that have been judicially ascertained or that are undisputed. This provision shall not apply if setoff is being made with a claim which is based upon defective performance by plusserver and against whose payment claim setoff is being made.

19.4. Any divergent terms and conditions of the Customer shall not be acknowledged unless plusserver consents to the validity thereof.

19.5. Any and all amendments, restatements and terminations of contractual agreements shall be made in writing, as must the cancellation of the written form requirement (*Schriftformerfordernis*), unless the contractual agreements expressly provide for another form (e.g. text form, *Textform*). The written form requirement shall be also fulfilled by using a simple electronic signature (e.g. DocuSign) or by sending a copy of the signed original via telecommunication, in particular by e-mail.

20. Applicable law, venue

20.1. The substantive law of the Federal Republic of Germany shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

20.2. Exclusive venue for any and all disputes arising from and in connection with the contractual relationship between the Customer and plusserver shall be Cologne, Germany. Moreover, plusserver shall have the right to bring suit against the Customer at its general place of venue.

21. Severability clause

Should any provision of this Agreement be or become ineffective, then such shall be without prejudice to the effectiveness of the remaining provisions. The Parties shall be obligated to replace the ineffective provision with one that most closely meets the ineffective provision's economic purpose. The same shall apply in the event of any loophole in the Agreement.