General Terms and Conditions (GTC) of VegaSystems GmbH & Co. KG

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Note: This English version is a non-binding convenience translation provided for information purposes only. Only the German version of these General Terms and Conditions (Allgemeine Geschäftsbedingungen) is legally binding. In the event of any discrepancy or difference in interpretation between the German and the English version, the German version shall prevail exclusively. The legal terms used are to be interpreted solely in accordance with their meaning under German law.

Hinweis: Diese englische Fassung ist eine unverbindliche Übersetzung und dient ausschließlich der Information. Rechtlich verbindlich ist allein die deutsche Fassung der Allgemeinen Geschäftsbedingungen; bei Abweichungen oder Auslegungsunterschieden geht die deutsche Fassung vor.

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§ 1 Scope, Contracting Parties, Order of Precedence

(1) These General Terms and Conditions (hereinafter “GTC”) apply to all contracts between VegaSystems GmbH & Co. KG (hereinafter “VegaSystems”), with registered office in Paderborn, Germany, and its customers concerning telecommunications, IT and data centre services as well as the supply of goods.

(2) These GTC apply to entrepreneurs (Unternehmer, § 14 BGB – German Civil Code), legal entities under public law and special funds under public law, as well as to registered associations,

foundations and other legal entities under private law even where they are not entrepreneurs. Customers that are neither entrepreneurs nor legal entities under public law or special funds under public law are referred to below as “non-entrepreneurs”. VegaSystems does not conclude contracts with consumers (§ 13 BGB).

(3) Terms and conditions of the customer do not become part of the contract, even if VegaSystems does not separately object to them or provides services without reservation in the knowledge of such terms.

(4) For individual products and services, the respective Special Terms and Conditions (BVB) of VegaSystems apply in addition. In the event of contradictions, the following order of precedence applies, unless expressly agreed otherwise in the individual case:

(a) the individual contractual agreement (order/order confirmation; hereinafter “individual contract”),

(b) the product-specific Special Terms and Conditions (BVB),

(c) the Data Processing Agreement of VegaSystems within its scope of application,

(d) the other incorporated sets of rules of VegaSystems, in particular the access and operating rules (Datacenter Policy), the Customer Center Terms of Use and the Service Level Agreement (SLA), each within its own scope of application,

(e) these GTC. § 6 para. 6 and 7, § 7, § 14 and § 15 take precedence over the documents under lit. (b) to (d) unless those documents expressly deviate from them.

(5) These GTC also apply, without renewed reference, to all future transactions between the parties.

(6) For publicly available telecommunications services, § 6 para. 4 and § 9 para. 4 and 8 do not apply insofar as §§ 59, 62 para. 3 and 67 TKG stipulate otherwise.

(7) Working days (Werktage) within the meaning of these GTC and of the documents referred to in paragraph 4 are Monday to Friday, excluding statutory public holidays in North Rhine-Westphalia and 24 and 31 December; this does not apply to the working days (Arbeitstage) under § 6 para. 6.

§ 2 Conclusion of Contract and Contract Documents

(1) Offers from VegaSystems are non-binding unless expressly designated as binding. A contract is concluded by an order placed by the customer in text form or via the online customer portal of VegaSystems (“Customer Center”) and its acceptance by VegaSystems. Acceptance takes place by order confirmation, activation of the service or invoicing.

(2) For orders placed via the Customer Center, VegaSystems confirms receipt of the order electronically without undue delay; this confirmation does not constitute acceptance unless it is expressly designated as an order confirmation.

(3) Collateral agreements, amendments and supplements to the contract require text form, unless otherwise provided in these GTC or the BVB. Individual agreements take precedence pursuant to § 305b BGB even without compliance with this form.

(4) If VegaSystems provides services with more favourable technical parameters than contractually agreed, this does not give rise to any claim of the customer to the permanent retention of these parameters. The same applies to services that VegaSystems provides without separate remuneration

and without contractual obligation; VegaSystems may discontinue them with four (4) weeks' notice without this giving rise to any claim to a reduction of fees or to damages.

(5) These GTC apply in the version published at www.vegasystems.de/agb at the time the order is received by VegaSystems. The applicable BVB, the other sets of rules under § 1 para. 4 lit. (d), for long-term contracts the Price Adjustment Policy (§ 10 para. 4) and the Price List for Ancillary Charges (§ 9 para. 1) apply in the version published at www.vegasystems.de/bvb at that time. The Data Processing Agreement under § 1 para. 4 lit. (c), including its annexes, is made available in the Customer Center and applies in the version posted there at that time. VegaSystems keeps a register of all versions with their periods of validity and the superseded versions available for retrieval at both addresses and in the Customer Center and sends the customer the applicable versions upon request.

§ 3 Services of VegaSystems, Changes to Services

(1) VegaSystems provides the services described in the contract, in the order confirmation and in the respective BVB in an operational state and maintains them in a condition in accordance with the contract during the contract term. If provision on the agreed date is not possible due to circumstances for which VegaSystems is not responsible, in particular a lack of cooperation by the customer or pending consents of third parties, the provision date is postponed accordingly; VegaSystems informs the customer without undue delay.

(2) The customer itself examines whether the booked services are suitable for its purposes; advice on this is only provided if separately agreed.

(3) VegaSystems may use third parties (subcontractors) to fulfil its contractual obligations.

(4) If VegaSystems depends on upstream services of third parties for a service and these fail to materialise, despite VegaSystems having concluded in good time a supply contract with the third party that corresponds in content (congruent covering transaction), for reasons for which VegaSystems is not responsible, VegaSystems is released from its performance obligation for the duration and to the extent of the non-performance; the customer's obligation to pay fees ceases to that extent. VegaSystems informs the customer without undue delay. If the impediment lasts longer than three (3) months, either party may terminate the affected service in text form; VegaSystems refunds one-off fees paid for the service on a pro rata basis. § 14 remains unaffected.

(5) VegaSystems may adapt its services to technical developments, changed legal or regulatory requirements and security requirements, provided that this is reasonable for the customer and the contractually agreed scope of services is essentially preserved. VegaSystems announces material changes to services that are detrimental to the customer in text form at least six (6) weeks before they take effect; in this case, the customer may terminate the affected service in text form with effect from the date on which the change takes effect, provided that the termination is received by VegaSystems within four (4) weeks of receipt of the announcement. § 7 does not apply to changes to services under this paragraph.

(6) Temporary restrictions or suspensions of the service are permissible insofar as this is necessary for maintenance work, security measures, the averting of disruptions or the fulfilment of statutory obligations. VegaSystems will, where possible, announce such measures in advance and limit them to the necessary extent.

(7) Public statements by VegaSystems or its vicarious agents do not give rise to any obligation of VegaSystems beyond the contractually agreed service description. This does not apply to the supply of goods.

§ 4 Product Life Cycle and Product Discontinuation

(1) § 7 does not apply to changes under this § 4.

(2) VegaSystems may change the scope of the support services by unilateral notice in text form and transfer the service to the support level “Limited Support”, the consequences of which are governed by paragraph 4:

(a) for an objective reason to be stated in the notice, with a notice period of at least three (3) months;

(b) if the end-of-life / end-of-support date of software, an operating system or other essential third-party components used for the service has been publicly announced, with notification at least six (6) weeks before that date;

(c) if such a date is not publicly known, or not known with this notice period, automatically at the time at which the manufacturer actually discontinues support and no longer provides security-relevant updates or patches; VegaSystems will inform the customer thereof in text form without undue delay.

The notice period under lit. (a) is dispensable if continuing the service in its previous scope constitutes a security risk or violates statutory provisions. Lit. (a) does not apply to non-entrepreneurs.

(3) If a service is transferred to the support level “Limited Support” under paragraph 2, the customer may terminate the affected service in text form; the termination must be received by VegaSystems within four (4) weeks of receipt of the notice under paragraph 2 and takes effect one (1) month after its receipt.

(4) In the support level “Limited Support”, the SLA agreed for the service does not apply. VegaSystems only owes updates, upgrades and the remedying of defects insofar as they do not depend on the discontinued manufacturer support. VegaSystems is not liable in the support level “Limited Support” for damage resulting from security vulnerabilities that the manufacturer no longer closes after discontinuing support; § 14 para. 1 remains unaffected.

(5) For the duration of the support level “Limited Support”, the fee is reduced by the share of the support services in the total fee stated in the individual contract or the BVB; if no share is stated, VegaSystems determines it at its reasonable discretion. VegaSystems informs the customer of the amount of the reduction and its calculation together with the notice under paragraph 2.

(6) VegaSystems may discontinue individual products and services vis-à-vis all customers (“product discontinuation”) if there is an objective reason for this, to be stated in the notice. In the event of a product discontinuation, VegaSystems may terminate the affected (partial) service with a notice period of three (3) months to the end of a month. This notice period is dispensable if continuing the affected service constitutes a security risk or violates statutory provisions. VegaSystems refunds fees paid in advance for the period after the termination takes effect.

§ 5 Terms of Use, Content and Procedure for Illegal Content

(1) When using the services of VegaSystems, the customer may not provide, transmit, store or make accessible any illegal content. Irrespective of their lawfulness, content or services are also prohibited that:

(a) incite hatred or violence or endanger children or young people,

(b) impair the security or functionality of networks, systems or services of VegaSystems or third parties, in particular through spam or unsolicited advertising, malware, port scans, attacks on networks or systems, openly operated mail relays or falsified sender or IP addresses, or

(c) concern the operation of BitTorrent trackers, IRC servers or bots, publicly accessible anonymisation services (open VPN or proxy endpoints) or services that allow unidentified users to upload or provide files or images for retrieval. Lit. (c) does not apply to services under the BVB-Colocation and BVB-Access & Connect.

(2) Any person may notify VegaSystems of the presence of allegedly illegal content via the contact options stated in the legal notice (Impressum) of VegaSystems (available at www.vegasystems.de/impressum). The notice should identify the content complained of, its location and the reasons why it is illegal and – except for notices concerning child sexual abuse material – contain the name and contact details of the notifying person and their statement confirming their bona fide belief that the information is accurate and complete. VegaSystems confirms receipt of the notice to the notifying person without undue delay and informs them of the decision taken, including the available means of redress, provided that their contact details are available.

(3) VegaSystems processes notices in a timely, diligent, objective and proportionate manner, taking into account the rights of all parties involved. If content proves to be illegal or if there is otherwise a breach of paragraph 1, VegaSystems may remove the content, disable access to it or restrict the use of the service. If there are sufficient indications of a breach and immediate action is necessary to prevent damage to third parties, to protect the systems of VegaSystems or to avoid its own liability, VegaSystems may provisionally block the content until the examination has been completed. In the case of internet access services, VegaSystems only takes measures under sentences 2 and 3 insofar as this is permissible under Art. 3 para. 3 Regulation (EU) 2015/2120.

(4) VegaSystems informs the customer without undue delay of the content of notices concerning its content, unless a statutory obligation precludes this. The customer examines the notice and removes illegal content without undue delay, at the latest within twenty-four (24) hours of receipt of the information. If the customer allows the period to expire without taking action, VegaSystems may provisionally block the content until the examination under paragraph 3 has been completed; paragraph 3 sentence 4 applies accordingly.

(5) VegaSystems notifies the customer in text form of every measure under paragraphs 3 and 4, including a provisional block, and gives reasons with the information required under Art. 17 para. 3 DSA, unless a statutory obligation precludes this. Notices are examined exclusively by employees of VegaSystems; no automated decisions are taken on notices. Automated spam and malware filters under the BVB remain unaffected. The customer may raise objections to a measure in text form within two (2) weeks of receipt of the notification; VegaSystems reviews the measure and communicates the result in text form.

(6) In the event of repeated, manifest breaches of paragraph 1 by the customer, VegaSystems is entitled, after prior warning, to suspend the provision of the affected service for a reasonable period; paragraph 5 applies accordingly to the notification and statement of reasons.

(7) Statutory obligations of VegaSystems to provide information, to surrender and to preserve vis-à-vis authorities and courts take precedence over the instructions and interests of the customer.

§ 6 Contract Term, Renewal, Ordinary and Extraordinary Termination

(1) The contract term and any minimum contract terms and renewal provisions result from the respective contract, the order confirmation or the product-specific BVB. In the absence of a deviating provision, the contract is renewed for three (3) months at a time unless either party terminates it in text form with a notice period of one (1) month to the end of the respective contract term.

(2) The right of both parties to terminate for cause remains unaffected. Good cause for VegaSystems exists in particular in the event of:

(a) default in payment by the customer under § 11 para. 4,

(b) serious or repeated breaches of § 5 by the customer,

(c) the cessation of payments by the customer, insofar as this also constitutes a breach of duty towards VegaSystems; § 119 InsO (German Insolvency Code) remains unaffected,

(d) the customer, or a person attributable to the customer under the sanctions provisions of the European Union or the Federal Republic of Germany, being listed on a sanctions list published under these provisions.

(3) Terminations require text form. The customer may instead declare the termination via a function of the Customer Center provided for this purpose; it is deemed to have been received at the time logged there.

(4) The customer exports and backs up its data on its own responsibility by the end of the contract. If the customer terminates with ordinary notice, it may request in text form before the end of the contract that the contractual relationship be continued once for up to one (1) month for the purpose of data export at the fees applicable until then. When the termination takes effect, VegaSystems may block access and other resources provided to the customer and delete the customer data. In the event of termination for cause under paragraph 2, by way of derogation, the customer retains read-only access limited to data export for five (5) working days after the termination takes effect, insofar as this is technically possible and legally permissible; thereafter, VegaSystems may delete to this extent as well.

(5) If § 56 para. 1 TKG applies to the contractual relationship, the initial term of a contract for the affected telecommunications services is a maximum of twenty-four (24) months; a longer agreed initial term is deemed to have been agreed as twenty-four (24) months. In this case, VegaSystems additionally offers the customer, before the conclusion of the contract, a contract for the affected telecommunications services with an initial term of a maximum of twelve (12) months. In the case of contracts with end users for publicly available telecommunications services, by way of derogation from paragraph 1, the contract is extended for an indefinite period after expiry of the initial term; the customer may terminate it at any time with a notice period of one (1) month in text form. VegaSystems informs the customer in text form in good time before the extension of the extension, of the possibility of preventing it by timely termination and of the right of termination under

sentence 3. No costs are incurred for a termination under sentence 3. Sentences 3 to 5 do not apply to contracts whose only telecommunications service is a number-independent interpersonal communications service.

(6) For the services under the BVB-Cloud, BVB-Hosting, BVB-Mail Hosting and BVB-Backup and for other data processing services within the meaning of Art. 2 No. 8 of Regulation (EU) 2023/2854 (Data Act), the following applies in addition to and by way of derogation from paragraph 4 and from the BVB:

(a) The customer may request in text form, with a notice period of two (2) months, to transfer its exportable data and digital assets to another provider or to its own infrastructure or to have them erased (switching request). The affected contract ends upon completion of the switch or, in the case of an erasure request, upon expiry of the notice period under sentence 1; VegaSystems notifies the customer of the termination. Fees owed until the end of an agreed minimum contract term remain unaffected.

(b) After expiry of the notice period under lit. (a), the customer itself transfers its exportable data and digital assets via the channels specified in the BVB within a transitional period of no more than thirty (30) calendar days; VegaSystems supports it in accordance with Art. 25 para. 2 lit. a and b Data Act and continues to provide the service until the end of the contract. If the switch is technically not feasible within this period, VegaSystems notifies the customer of this, stating the reasons, within fourteen (14) working days after the switching request and extends the transitional period appropriately, to no more than seven (7) months. The customer may extend the transitional period once by declaration in text form by a period determined by it; the agreed fees are payable until the end of the contract.

(c) Following the transitional period, VegaSystems keeps the exportable data available for retrieval for thirty (30) calendar days and deletes it thereafter; § 16 of the Data Processing Agreement applies accordingly to data in backups.

(d) VegaSystems does not charge any fee for the switch.

(e) VegaSystems provides the information pursuant to Art. 28(1) Data Act in the “Information on Switching Providers (Data Act)” at www.vegasystems.de/bvb.

(7) If the customer is a non-entrepreneur, the following applies by way of derogation from paragraph 1 and from the BVB: the initial term shall not exceed twenty-four (24) months from the conclusion of the contract; after its expiry the contract is renewed for an indefinite period and may be terminated by either party at any time in text form with a notice period of one (1) month.

§ 7 Amendments to the GTC, BVB and Other Sets of Rules

(1) VegaSystems may amend these GTC, the BVB, the SLA and the Customer Center Terms of Use insofar as this is necessary to adapt to changes in the legal situation, supreme court case law or regulatory requirements or to close gaps in the provisions that have arisen after the conclusion of the contract and were not foreseeable at the time of the conclusion of the contract, and the contractual equivalence relationship is not materially shifted to the detriment of the customer.

(2) If VegaSystems amends the sets of rules referred to in paragraph 1 exclusively in favour of the customer or in a manner that is neutral for the customer, the amendment takes effect after the

customer has been informed in text form on the date stated in the information. There is no special right of termination in this respect.

(3) If VegaSystems amends the sets of rules referred to in paragraph 1 within the scope of paragraph 1 in a manner that places the customer in a worse position than under the previous provision, VegaSystems informs the customer of this in text form at least six (6) weeks before the planned effective date. The customer may terminate the contractual relationship affected by the amendment in text form without observing a notice period; the termination must be received by VegaSystems by the time the amendment takes effect and takes effect at that time. The information contains the wording of the amendment and, in each case clearly highlighted, points out that the amendment is deemed approved by the customer if the customer does not object or terminate within the period under sentence 1, and points out the right of termination under sentence 2.

(4) If the customer does not object to the amendment and does not terminate within the period specified in paragraph 3, the amendment is deemed agreed upon taking effect. If the customer terminates in due time, the contract ends on the terms applicable until then at the time the amendment takes effect. If the customer objects in due time without terminating, the contract continues on the previous terms; VegaSystems may then, within three (3) months of receipt of the objection, terminate it with one (1) month's notice in text form.

(5) Fee adjustments are governed exclusively by § 10 and by provisions of the BVB that expressly deviate from § 10.

(6) In the case of contracts with end users for publicly available telecommunications services, the customer may, by way of derogation from paragraphs 3 and 4 and from § 10, terminate the contractual relationship affected by a unilateral amendment within the meaning of § 57 para. 1 TKG or by a fee adjustment under § 10 para. 1, para. 3 or para. 8 within three (3) months of receipt of the notice without observing a notice period and free of charge; the termination ends the contract no earlier than at the time at which the amendment takes effect. For these contracts, the notice is given no earlier than two (2) months and no later than one (1) month before the effective date and refers to the right of termination under sentence 1. By way of derogation from § 3 para. 5 sentence 3 and § 4 para. 1, sentence 1 applies accordingly to the rights of termination under § 3 para. 5 and § 4 para. 3. Sentences 1 to 3 do not apply to contracts whose only telecommunications service is a number-independent interpersonal communications service.

§ 8 Obligations of the Customer to Cooperate

(1) The customer supports VegaSystems in the provision of the services to the necessary and reasonable extent, in particular by providing necessary information, access data, approvals and – insofar as contractually agreed – premises or technical facilities in good time.

(2) The customer is responsible for selecting the data to be backed up, backing up its data and checking the completeness and recoverability of backups, unless the BVB expressly provide otherwise. The customer must back up its data at least daily in such a way that they can be restored with reasonable effort.

(3) The customer is obliged to inform VegaSystems in text form without undue delay of

(a) changes to its contact, billing or payment details,

(b) damage, losses, defects, malfunctions or security incidents in connection with the contractual services that have come to its knowledge,

(c) circumstances that may give rise to a threat by third parties to the contractual use.

(4) The customer keeps the access data provided to it secret and changes them without undue delay if there is a suspicion that they have become known to third parties; the reporting obligation under paragraph 3 lit. (b) remains unaffected.

(5) If the customer culpably breaches its obligations to cooperate and this delays or prevents the provision of services by VegaSystems or the timely fulfilment of statutory reporting and response obligations of VegaSystems, VegaSystems is released from its own performance obligation for the duration and to the extent of the delay caused thereby. In this case, it is not liable for disadvantages resulting from the breach of the obligation to cooperate; § 14 para. 1 remains unaffected.

(6) If the customer requests an on-site or remote maintenance call-out by VegaSystems to remedy a malfunction and it turns out that there was no malfunction for which VegaSystems is responsible, the customer bears the costs of the call-out on a time-and-material basis at the hourly rates under the individual contract or, failing that, the price list, provided that the customer could have recognised the absence of a malfunction by exercising reasonable care.

(7) The customer is responsible for licences for third-party software that it uses, even if VegaSystems installs or configures it; a deviation from this applies only where licence management has been separately agreed.

(8) The customer is responsible for the security, currency and proper operation of systems, components, software or configurations that the customer itself brings in, installs or modifies or that lie outside the contractually agreed scope of services. VegaSystems is only liable for resulting damage or downtime insofar as it has assumed separately agreed support; § 14 para. 1 remains unaffected.

(9) VegaSystems may take the technical and organisational measures necessary to fulfil statutory requirements for information and cyber security, even insofar as these affect interfaces or systems of the customer; it informs the customer of this in advance in text form where possible. In regulatory audits of information and cyber security, the customer provides VegaSystems with appropriate information concerning its own use, insofar as this is necessary to fulfil statutory verification obligations of VegaSystems and is reasonable for the customer.

(10) The customer may make the services available to its own customers (“end customers”) within the scope of its own services; companies affiliated with the customer within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act) are not end customers. Any other provision of the services, access or resources to third parties and any permanent or significant shared use by third parties requires the prior consent of VegaSystems in text form; employees and agents who act exclusively in the name and on behalf of the customer and are not granted independent use are not third parties in this sense.

(11) The end customers’ contractual partner is exclusively the customer; end customers have no contractual claims against VegaSystems. The customer ensures that its agreements with end customers do not contradict these GTC and the BVB.

(12) The customer is liable for acts and omissions of its end customers, the persons authorised by it, its visitors and its vicarious agents and assistants in connection with the use of the services as if they were its own.

§ 9 Fees, Billing, Due Date, Terms of Payment

(1) The customer is obliged to pay the agreed fees (recurring fees, usage-based fees and one-off fees) in accordance with the contract, the order confirmation or the price list. The Price List for Ancillary Charges in the version applicable under § 2 para. 5 is authoritative ("price list"); fees stated in the Customer Center remain unaffected; for services separately commissioned during the contract term and for changes of product variant initiated by the customer, the version published at the time of commissioning applies. The obligation to pay recurring and usage-based fees begins with the activation of, or the start of supply with, the respective service; if several services are activated at different times, this applies to each service separately. If VegaSystems cannot activate the service on the agreed date for reasons for which the customer is responsible, the obligation to pay begins at the time at which VegaSystems keeps the service ready for operation.

(2) Recurring fees are invoiced monthly in advance, usage-based fees monthly for the preceding month. One-off fees are invoiced upon performance of the service, at the latest upon invoicing. Upon initial activation, the recurring fee is charged pro rata.

(3) Invoices are made available to the customer exclusively electronically by e-mail or via the Customer Center (online invoice). The online invoice is deemed received by the customer as soon as the corresponding notification has been received by the customer and the invoice can be retrieved by the customer. At the customer's request, VegaSystems additionally sends invoices by post against the charge set out in the price list.

(4) If the customer disputes the correctness of an invoice, VegaSystems provides the customer, upon request, with the underlying billing or usage data in accordance with the contractually agreed billing mode. Objections do not affect the due date of the invoice amount. Objections must be raised in text form within eight (8) weeks of receipt of the invoice; thereafter the invoice is deemed approved. VegaSystems draws attention to this consequence on the invoice. Statutory claims of the customer in the case of obvious errors remain unaffected.

(5) Invoice amounts are due seven (7) calendar days after receipt of the invoice and must be credited to the account of VegaSystems stated in the invoice by then, unless they are collected by SEPA direct debit; upon expiry of this period, the customer is in default without a reminder. For SEPA direct debits, VegaSystems gives notice of the collection no later than one (1) calendar day before the debit date (pre-notification); the pre-notification may be given with the invoice.

(6) The customer bears all taxes and public charges arising from the use of the services by the customer or by users designated by the customer, with the exception of income taxes owed by VegaSystems. In the case of cross-border deliveries or services, the customer bears the customs duties, fees and other charges incurred and complies with the customs, foreign trade and sanctions regulations on its own responsibility.

(7) If, after the conclusion of the contract, VegaSystems becomes aware of circumstances indicating a material deterioration in the customer's financial circumstances that jeopardises VegaSystems' claim to consideration, VegaSystems may demand appropriate security for the outstanding claims arising from the contractual relationship and for those falling due in the following three (3) months. If the

customer does not provide the security within a period of at least seven (7) calendar days set in text form, VegaSystems may suspend further performance until the security has been provided. § 11 para. 2 applies accordingly to the suspension of telecommunications services.

(8) If the customer does not specify, when making payment, which claim is to be discharged, VegaSystems may allocate incoming payments first to the oldest outstanding claim.

§ 10 Price Adjustment

(1) The contract period within the meaning of this § 10 is the minimum contract term and thereafter the respective renewal period under § 6 para. 1, in the case of monthly renewal the renewal month, and in the case of an indefinite term the calendar month. In the case of contracts without a minimum contract term or with a minimum contract term of up to twelve (12) months, VegaSystems may adjust the agreed fees at the beginning of a future contract period. The adjustment takes effect no earlier than six (6) weeks after receipt of the notice in text form and only at the beginning of a contract period.

(2) The customer may terminate the service affected by the fee adjustment in text form with effect from the date on which the adjustment takes effect, provided that the termination is received by VegaSystems within four (4) weeks of receipt of the notice under paragraph 1.

(3) In the case of contracts with an agreed minimum contract term of more than twelve (12) months (long-term contracts), the agreed fees are based on the cost factors relevant at the time of the conclusion of the contract. VegaSystems may adjust the fees if and insofar as the cost factors relevant to the respective service change compared with the initial values determined in accordance with the Price Adjustment Policy. Only the cost factors determined for the respective service in the Price Adjustment Policy are relevant; paragraphs 8 and 9 remain unaffected. After the minimum contract term has expired, paragraphs 1 and 2 apply instead of paragraphs 3 to 7.

(4) In the case of long-term contracts, the adjustment is made exclusively to the extent to which the cost factors referred to in paragraph 3 have actually changed compared with the initial values; the initial values, comparative values and reference periods are determined by the Price Adjustment Policy; the initial and comparative values are determined according to the same standard. The respective cost factors are included in the fee adjustment in proportion to their share of the fee for the respective service; the remaining share of the fee (fixed share) remains unchanged. The calculation structure (shares per cost factor and fixed share in per cent) is determined by the Price Adjustment Policy.

(5) In the case of long-term contracts, increases in individual cost factors only lead to a fee adjustment insofar as they are not offset by cost reductions in other cost factors relevant to the same service. If the relevant cost factors decrease overall, VegaSystems will reduce the fees accordingly.

(6) In the case of long-term contracts, VegaSystems will inform the customer of a fee adjustment under paragraph 3 in text form at least six (6) weeks before it takes effect; the notice contains the amount of the adjustment and a brief explanation of the underlying cost development.

(7) If, in the case of long-term contracts, the customer’s total monthly fee for a service increases by more than fifteen (15) per cent within twelve (12) months as a result of one or more adjustments under paragraph 3, the customer may terminate the affected service in text form with effect from the date on which the adjustment takes effect, provided that the termination is received by

VegaSystems within four (4) weeks of receipt of the notice of the adjustment triggering this threshold.

(8) If the fee for a service is predominantly based on upstream services of third parties, in particular licence or registration fees, and the third party changes the prices payable by VegaSystems for them, VegaSystems may pass this change on to the customer even within a current contract period. The pass-through is limited to the amount of the actual price change. VegaSystems passes on price reductions in the same way. The pass-through takes effect no earlier than six (6) weeks after receipt of the notice in text form; the notice states the affected upstream service and the extent of the change. If the pass-through takes place within a current contract period, the customer may terminate the affected service in text form with effect from the date on which the change takes effect, provided that the termination is received by VegaSystems within four (4) weeks of receipt of the notice; VegaSystems refers to this in the notice.

(9) Changes to the statutory value added tax and other state levies imposed directly on the fees are, irrespective of paragraphs 1 to 8, passed on to the customer and reductions refunded; there is no special right of termination in this respect.

§ 11 Default in Payment and Suspension

(1) If the customer is in default with payment of a not insignificant part of the fees, VegaSystems may, after a warning in text form and unsuccessful expiry of a period of seven (7) calendar days from the occurrence of default, suspend the affected services (suspension). Claims that the customer has disputed with substantiation in text form before expiry of the period under sentence 1 are disregarded for the suspension, unless the dispute is obviously unfounded. For the duration of the suspension, the customer's obligation to pay usage-based fees ceases pro rata; the obligation to pay other fees, in particular fixed fees, remains unaffected.

(2) If § 61 TKG applies to the contractual relationship, the suspension of telecommunications services additionally requires, by way of derogation from paragraph 1, that the customer is in default with payments at least in the amount relevant under § 61 para. 4 TKG and that VegaSystems has given at least two (2) weeks' prior written notice of the suspension, pointing out the possibility of seeking legal protection before the courts; the other requirements of § 61 TKG remain unaffected.

(3) VegaSystems may invoice the customer a lump-sum reimbursement of expenses of EUR 49.00 plus statutory value added tax for the restoration of the service after a suspension. The customer reserves the right to prove that VegaSystems has incurred no expenses or significantly lower expenses.

(4) VegaSystems may terminate the affected contractual relationship for cause without observing a notice period if the customer is in default

(a) for two (2) consecutive months with a not insignificant part of the fees, or

(b) within a period of more than two (2) months with an amount equal to at least two (2) monthly fees.

If the requirements of lit. (a) or (b) are met, VegaSystems may also, irrespective of a termination under sentence 1, terminate the registration contracts for the domains registered by the customer via VegaSystems and release the domains to the registry after VegaSystems has announced this to

the customer in text form with a notice period of at least two (2) weeks, pointing out that the measure is final.

§ 12 Set-off, Right of Retention of the Customer

(1) The customer may only set off against claims of VegaSystems with undisputed claims, claims that have been finally determined by a court or are ready for decision, and with counterclaims that are in a reciprocal relationship with the claim of VegaSystems.

(2) The customer is only entitled to a right of retention insofar as its counterclaim is based on the same contractual relationship.

(3) The customer may only reduce fees due to defects insofar as the claim to reduction is undisputed or has been finally determined by a court; its right to reclaim fees paid to that extent remains unaffected. Contractually agreed fee reductions and credits remain unaffected.

§ 13 Data Protection, Confidentiality, Reference Naming

(1) VegaSystems does not acquire any rights to the data stored by the customer when using the services beyond the uses required to provide the services.

(2) Insofar as VegaSystems processes personal data on behalf of the customer, the Data Processing Agreement of VegaSystems in the version applicable under § 2 para. 5 forms part of the contract; no separate signature is required for this.

(3) The customer has a claim to access to the data centre premises in which the services used by it are operated only insofar as the BVB, the Data Processing Agreement or an agreement in the individual case provide for it.

(4) The parties treat the content of the contract and information of the other party that is not publicly known and that comes to their knowledge in the course of its performance (“Confidential Information”) as confidential. The receiving party uses it exclusively for the purposes of this contract and does not disclose it to third parties without prior consent. Access is only granted to employees, advisers and subcontractors who need the information for these purposes and are themselves bound to confidentiality; this applies accordingly to companies affiliated with the receiving party within the meaning of §§ 15 et seq. AktG.

(5) The confidentiality obligation under paragraph 4 does not apply insofar as the Confidential Information concerned was or becomes demonstrably already known or publicly accessible without this being due to a breach of duty by the receiving party, or insofar as disclosure is required by law or necessary to enforce its own legal claims. The confidentiality obligation continues in any event for five (5) years after the end of the entire business relationship between the parties. For trade secrets within the meaning of the GeschGehG (German Trade Secrets Act), it also applies for the duration of their statutory protection.

(6) VegaSystems may name the customer as a reference customer using its name and, insofar as provided by the customer, its logo. The customer may object to this use with effect for the future in text form.

§ 14 Liability of VegaSystems

(1) VegaSystems has unlimited liability

(a) for damage resulting from injury to life, body, health or freedom based on a culpable breach of duty by VegaSystems, its legal representatives or vicarious agents,

(b) for damage based on an intentional or grossly negligent breach of duty by VegaSystems, its legal representatives or executive employees,

(c) in accordance with the mandatory provisions of the German Product Liability Act (ProdHaftG) and in the event of the assumption of a guarantee, insofar as its purpose specifically covers protecting the customer against the damage that has occurred.

(2) In the event of a slightly negligent breach of an obligation whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the customer may regularly rely (material contractual obligation), the liability of VegaSystems is limited in amount to the foreseeable damage typical for the contract at the time of the conclusion of the contract. In the event of a grossly negligent breach of non-material contractual obligations by ordinary vicarious agents of VegaSystems (not legal representatives or executive employees), liability is limited in accordance with sentence 1.

(3) Otherwise, the liability of VegaSystems for slight negligence is excluded. The limitations of liability also apply in favour of the legal representatives, employees and vicarious agents of VegaSystems.

(4) If, as a result of a damaging event (paragraph 5 sentence 1), claims for damages under paragraph 2 are asserted by several customers against VegaSystems which in total exceed the amount that VegaSystems had to reasonably expect at the time of the conclusion of the contract as a consequence of a single damaging event of this kind (total damage typical for the contract), the compensation of each affected customer is reduced to its share of the total damage typical for the contract; the share corresponds to the ratio of its claim to the sum of all claims arising from the event and amounts to at least fifty (50) per cent of its claim under paragraph 2. This does not apply insofar as the damage is based on intent or gross negligence of VegaSystems, its legal representatives or vicarious agents.

(5) Several instances of damage arising from the same cause, as well as damage arising from causes that are directly related in time and place and are based on a uniform impact, are also deemed to be one damaging event. Credits under an SLA, other lump-sum fee refunds and contractual penalties relating to the same event are credited against claims for damages arising from that event.

(6) In the event of slight negligence, VegaSystems is only liable for the loss of data insofar as the damage would not have been avoidable even with a data backup complying with the requirements of § 8 para. 2, and limited to the typical effort for restoring or reconstructing the data.

(7) Strict liability of VegaSystems for initial defects under § 536a BGB is excluded.

(8) Insofar as VegaSystems provides publicly available telecommunications services, the statutory limitation of liability under § 70 sentences 1 to 3 TKG remains unaffected. Paragraphs 2, 3, 6 and 9 do not apply in this respect to claims for financial losses. The exceptions under § 70 sentence 4 TKG and unlimited liability under paragraph 1 remain unaffected. Claims of the customer under § 58 TKG remain unaffected.

(9) For failure to achieve a target availability agreed in the SLA, VegaSystems is not liable beyond a credit under the SLA; paragraphs 1 and 2 remain unaffected.

(10) The above limitations of liability apply in the same way to statutory claims, in particular claims in tort, and to claims arising from the breach of pre-contractual (§ 311 paras. 2 and 3 BGB) and post-contractual obligations.

(11) If the customer is a non-entrepreneur, paragraph 1 lit. (b) also applies to breaches of duty by vicarious agents; paragraph 2 sentence 2 does not apply.

§ 15 Limitation Period

(1) Claims of the customer against VegaSystems arising from the contractual relationship, including claims for defects and concurrent statutory claims, become time-barred after twelve (12) months.

(2) The limitation period begins with the statutory commencement of the limitation period, unless the respective contract or the BVB provide for a different commencement that is not less favourable for the customer.

(3) The statutory limitation periods apply to the following claims:

(a) claims for damages based on injury to life, body, health or freedom,

(b) other claims for damages based on an intentional or grossly negligent breach of duty by VegaSystems, its legal representatives or vicarious agents,

(c) claims under the German Product Liability Act,

(d) other claims for which a shortening of the limitation period is not permitted by law.

§ 16 Force Majeure

(1) Force majeure means circumstances that are independent of the will of the parties, occur after the conclusion of the contract, are unforeseeable and are not attributable to fault, in particular natural disasters, war, terrorism, orders of public authorities, embargoes, pandemics, industrial action, attacks by third parties on systems of VegaSystems or its suppliers that cannot be averted despite the security measures owed, and large-scale failures of the public power or telecommunications supply beyond the redundancy owed.

(2) As long as and to the extent that force majeure makes it impossible or substantially more difficult for a contracting party to fulfil its obligations, it is released from them and is not liable; contractual deadlines are extended by the duration of the impediment. Payment obligations remain unaffected, subject to paragraph 5.

(3) The affected party notifies the other party of the beginning and end of the impediment in text form without undue delay and endeavours to mitigate the consequences.

(4) If the force majeure lasts longer than six (6) months, either party may terminate the affected contract.

(5) For the duration of an unavailability caused by force majeure, usage-based fees cease and fixed basic fees are reduced pro rata temporis in proportion to the unusable part of the service; periods of unavailability of less than one (1) day are disregarded. Credits under an SLA do not arise for periods of force majeure.

§ 17 Indemnification by the Customer

(1) The customer indemnifies VegaSystems, in the relationship between the contracting parties (internal relationship), against all claims of third parties based on acts of the customer, on the content or information provided by it or on a breach of § 5 of these GTC, and reimburses the reasonable costs of legal defence even if the claims prove to be unfounded.

(2) The indemnification obligation does not apply insofar as the customer proves that it is not responsible for the breach of duty causing the damage. If VegaSystems has contributed to causing or is partly at fault for the underlying infringement, the customer's indemnification obligation is reduced in accordance with VegaSystems' share of causation or fault.

(3) VegaSystems will inform the customer without undue delay of the assertion of third-party claims that may give rise to indemnification and give the customer a reasonable opportunity to comment. VegaSystems remains entitled to conduct the legal defence. VegaSystems only concludes settlements that trigger an indemnification obligation of the customer with the customer's prior consent. Consent may not be unreasonably withheld and is deemed to have been given if the customer does not object to it in text form within two (2) weeks of receipt of a request that describes the essential content of the settlement and the consequence of silence. The customer will reasonably support VegaSystems in the legal defence at its own expense.

§ 18 Retention of Title, Prohibition of Assignment and Lien

(1) Delivered goods remain the property of VegaSystems until full payment of all present and future claims of VegaSystems against the customer arising from the business relationship (reserved goods); the customer may resell, process and combine them in the ordinary course of business. Processing and combination are carried out on behalf of VegaSystems, which acquires co-ownership of the new item in the proportion of the invoice value of the reserved goods to the value of the other items processed or combined at the time of processing or combination; the customer hereby assigns to VegaSystems the claims arising from the resale up to this invoice value, and VegaSystems accepts the assignment and authorises the customer to collect the claims until the customer is in default of payment. If the customer is a non-entrepreneur, sentences 1 and 2 do not apply; the delivered goods (reserved goods) remain the property of VegaSystems until full payment of their purchase price. In the event of seizures or other interventions by third parties affecting reserved goods or other property of VegaSystems in the customer's possession, the customer shall point out VegaSystems' ownership, notify VegaSystems in text form without undue delay and bear the costs of the measures required to defend against the intervention, insofar as they are not reimbursed by the third party.

(2) The assignment of claims of the customer arising from the business relationship with VegaSystems is only permissible with the prior consent of VegaSystems in text form. § 354a HGB remains unaffected. Sentence 1 does not apply to non-entrepreneurs.

(3) For equipment that the customer brings into data centre premises or colocation racks of VegaSystems, the following applies to secure all present and future claims of VegaSystems arising from the business relationship, including the costs under lit. (g):

(a) Right of retention and right to object. If the customer is in default with due claims, VegaSystems may object to and prevent the removal of the equipment insofar as it is entitled to a lien under lit. (b), and may refuse to hand over equipment in its possession until the due

claims have been settled. The removal of individual devices in the ordinary course of operations, in particular for replacement, or insofar as the remaining equipment is obviously sufficient as security, remains permissible. Statutory rights of retention remain unaffected. The customer may avert this by providing security in the amount of the due claims.

(b) Lien. In the case of the rental of a rack space, VegaSystems is entitled to the statutory landlord's lien under §§ 562 et seq., 578 BGB for its claims arising from the tenancy. Otherwise and insofar as the statutory lien does not exist, in particular for claims outside the tenancy and for equipment in a shared rack, the customer pledges the equipment to VegaSystems and grants it joint possession thereof; the customer removes equipment only with the cooperation of VegaSystems.

(c) Third-party rights. The customer represents that the equipment brought in is its property, unless it notifies VegaSystems in text form before bringing it in of third-party rights, in particular leasing or retention of title, stating the holder of the right. The customer indemnifies VegaSystems against third-party claims based on an incorrect or omitted notification.

(d) Realisation. If the customer is in default with due claims, VegaSystems may realise the equipment subject to the lien under lit. (b). VegaSystems gives the customer notice in text form of the realisation at least one (1) month in advance, specifying the equipment and the sum of money for which realisation is to take place, and notifies the holders of rights to the equipment known to it.

(e) Data carriers. The data carriers installed in the equipment are excluded from the right of retention and from realisation; the customer may demand their return at any time against reimbursement of the removal costs. If the customer does not demand their return by the expiry of the period under lit. (d) sentence 2 or under § 8 para. 3 of the BVB-Colocation, the customer hereby instructs VegaSystems to remove the data carriers before realisation or disposal and to have them physically destroyed in accordance with DIN 66399 in the material class applicable to the data carrier, at least security level 3. If a data carrier cannot be removed, the component in which it is installed is excluded from realisation and is destroyed together with it. VegaSystems documents the destruction and provides the customer with the destruction record upon request.

(f) Proceeds. After deduction of the costs under lit. (g), the proceeds are offset against the secured claims; any surplus is paid out to the customer.

(g) Costs. The costs of separation, removal, storage, realisation and destruction are borne by the customer.

§ 19 Supply of Goods

(1) The customer has no right to cancel accepted orders for goods. Delivery periods are only binding if VegaSystems has expressly designated them as binding; they do not commence before all information required from the customer for performance has been clarified. Partial deliveries are permissible insofar as they are reasonable for the customer. § 3 para. 4 applies to the supply of VegaSystems by its suppliers.

(2) The risk of accidental loss and accidental deterioration passes to the customer upon handover of the goods, in the case of shipment upon handover to the carrier, freight forwarder or other person

designated to carry out the shipment, including where the goods are shipped directly by a supplier of VegaSystems, and in the case of collection when the goods are made available for collection. If handover or shipment is delayed for reasons for which the customer is responsible, the risk passes upon notification that the goods are ready for shipment or collection. VegaSystems takes out transport insurance only at the request and expense of the customer. The customer has externally visible transport damage confirmed by the carrier upon delivery and notifies VegaSystems of it without undue delay.

(3) If the customer does not take delivery of the goods, VegaSystems may store them at the customer's expense after the fruitless expiry of a period of two (2) weeks set in text form; the statutory rights of VegaSystems remain unaffected.

(4) The following applies to defects in delivered goods:

(a) VegaSystems provides subsequent performance at its option by remedying the defect or delivering goods free of defects. For this purpose, the customer makes the goods available at the registered office of VegaSystems or grants VegaSystems access at the customer's premises; § 8 para. 6 applies accordingly to unjustified notifications of defects. If the customer is a non-entrepreneur, VegaSystems bears the transport costs necessary for the purpose of subsequent performance.

(b) If the customer is an entrepreneur but not a merchant, it inspects the goods without undue delay after delivery and notifies recognisable defects within fourteen (14) calendar days of delivery and hidden defects within fourteen (14) calendar days of discovery in text form; if notification is not given, the goods are deemed approved to that extent.

(c) Liability for defects in goods sold as used is excluded; § 14 para. 1, any guarantee assumed and fraudulently concealed defects remain unaffected.

(d) The reparability of the goods forms part of the owed quality only insofar as it has been agreed.

§§ 445a, 445b and 478 BGB remain unaffected.

(5) VegaSystems assumes guarantees only where it expressly declares so in text form. Manufacturer guarantees apply in accordance with the manufacturer's terms; the customer asserts claims thereunder directly against the manufacturer. On request, VegaSystems supports the customer in processing such claims; the remuneration is governed by § 10 of the BVB-Services. The statutory rights in respect of defects against VegaSystems remain unaffected.

(6) Software supplied with the goods or required for their operation, in particular firmware, drivers and operating systems, is subject to the manufacturer's licence terms; VegaSystems grants no further rights of use.

(7) The customer disposes of delivered electrical and electronic equipment at the end of its use at its own expense in accordance with the statutory provisions and indemnifies VegaSystems against obligations and third-party claims in this respect; upon passing the equipment on, the customer imposes a corresponding obligation on the recipient. Any take-back by VegaSystems requires a separate agreement.

§ 20 Final Provisions

(1) The law of the Federal Republic of Germany applies exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is the registered office of VegaSystems; this also applies if the customer has no general place of jurisdiction in Germany. VegaSystems is also entitled to sue the customer at the customer's general place of jurisdiction.

(3) Only the German version of these GTC is authoritative. Translations are provided for information purposes only.

(4) Declarations and notices of VegaSystems in text form may be sent to the e-mail address last designated by the customer or via the Customer Center. They are deemed received on the second working day after dispatch unless the customer proves that they were not received or were received later. Sentence 2 does not apply to non-entrepreneurs or to the pre-notification under § 9 para. 5 sentence 2.

(5) VegaSystems may transfer rights and obligations under the contract in whole or in part to a company affiliated with it within the meaning of §§ 15 et seq. AktG or to a legal successor that continues the services. VegaSystems gives notice of the transfer in text form at least six (6) weeks in advance; the customer may terminate the contract in text form with effect from the date of the transfer.