

General Terms and Conditions

Provision of Hosting Services in the GFOS knownCloud

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§ 1 Scope of application, deviating conditions of the Customer

- 1.1 These General Terms and Conditions for the Provision of Hosting Services ("**GTC Hosting Services**") govern the legal framework for the provision of system resources for the storage and operation of GFOS software in the GFOS knownCloud (hereinafter referred to as "**Hosting Services**") offered by Gesellschaft für Organisationsberatung und Softwareentwicklung mbH (hereinafter referred to as "**GFOS**"). The GFOS knownCloud consists of hardware and software in the GFOS data centre, including operating systems, databases and infrastructure, which GFOS makes available to the Customer for the use of the Hosting Services.
- 1.2 These GTC Hosting Services apply exclusively to entrepreneurs within the meaning of section 14 of the German Civil Code ("**BGB**"), i.e. to natural or legal persons who, when concluding a legal transaction, are acting in the exercise of their commercial or independent professional activity. The term "**Customer**" is hereinafter used to refer to any company that concludes a contract with GFOS for the provision of Hosting Services under inclusion of these GTC Hosting Services (hereinafter referred to as "**Hosting Contract**").
- 1.3 These GTC Hosting Services and the documents referred to herein shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of Business and Purchase of the Customer shall only become part of the contract if and to the extent that GFOS has expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if GFOS commences performance to the Customer without reservation in the knowledge of the Customer's General Terms and Conditions of Business and Purchase.

- 1.4 The documents referred to in these GTC Hosting Services, in particular the product and/or service description and/or the offer of GFOS for the execution of the specific Hosting Services, are integral parts of the hosting contract concluded between the Parties. Unless expressly stated otherwise, references to documents relate to the version of the documents in force at the time.
- 1.5 Individual agreements made between GFOS and the Customer in individual cases (including ancillary agreements, supplements and amendments) shall in all cases take precedence over these GTC Hosting Services. The content of such agreements shall be governed by a written contract or written confirmation from GFOS.
- 1.6 In the absence of any express provision in the hosting contract, GFOS shall provide the Hosting Services for the Customer as a support service on a service-contract basis within the meaning of sections 611 ff. BGB, without owing a specific performance outcome.

§ 2 Conclusion of contract, subject matter of contract and performance deadlines

- 2.1 All offers of GFOS are subject to changes and are non-binding, unless they are marked as binding. If the Customer places an order on the basis of the non-binding offers, a contract shall only be concluded - also in ongoing business transactions - through the written order confirmation by GFOS (sufficient also by e-mail), if the Customer requests such a confirmation. In all other cases, the contract shall be concluded by the provision of the Hosting Services. If an order confirmation is issued by GFOS, this alone shall be authoritative for the content of the contract, in particular for the scope of the Hosting Services and the delivery time or other performance deadlines.

- 2.2 The object of the hosting contract is the provision of system resources of the GFOS knownCloud by GFOS for the storage and operation of GFOS software for use by the Customer. The granting of rights of use to the GFOS software is not included in the scope of services of the hosting contract; the necessary rights of use must be acquired separately by the Customer from GFOS.
- 2.3 The functional scope of the Hosting Services, the Service Levels, the technical requirements for use and further details of the access rights acquired by the Customer are set out in the product and/or service description for the Hosting Services. GFOS shall provide the Hosting Services to the Customer on the basis of the service quality and service level set out herein. However, the information in the product and/or service description is not to be understood as a guarantee of the quality of the Hosting Services, insofar as these are not expressly designated as such in the product and/or service description.
- 2.4 Dates and deadlines are non-binding unless they have been expressly agreed as binding in writing. GFOS shall only be in default with a performance obligation if the Customer has previously warned GFOS in writing and unsuccessfully set a reasonable deadline for performance.
- § 3 Scope of Hosting Services, access blocking**
- 3.1 In detail, GFOS provides the following Hosting Services:
- a) GFOS shall provide the Customer with sufficient system resources on a virtual server for use by the Customer at the decision of GFOS.
 - b) GFOS shall establish the connection between the server and the Internet up to the performance transfer point of the server (output router of the data centre used by GFOS) and shall maintain this in accordance with the availability agreed in § 5, so that the *gfos* software purchased by the Customer can be used via the Internet. In this respect, GFOS shall owe within its area of responsibility a connection bandwidth corresponding to the recognised state of the art up to the performance transfer point.
- c) The data stored as part of the Hosting Services shall be regularly secured in accordance with the technical specifications set out in the separate service description. In addition, GFOS shall implement the technical and organisational measures specified in the service description to prevent unauthorised access to the data by third parties.
- d) GFOS shall provide the Customer with a username and an initial password to access the server via the Secure File Transfer Protocol (SFTP) and any other protocols that may be agreed in the service description.
- 3.2 Unless otherwise agreed in the service description in individual cases,
- a) the data transmission service of GFOS shall be limited to the communication between the service transfer point of the server (output router of the data centre used by GFOS) to the Internet and the virtual server made available to the Customer. The establishment of the connection via the Internet or other networks not exclusively operated by GFOS or the successful access to data via these are not the subject of the performance obligation of GFOS;
 - b) GFOS shall be entitled to adapt the hardware and software used to provide the service to the respective state of the art. GFOS shall, as far as possible, inform the Customer in advance and without delay by e-mail of the planned adaptations.
- 3.3 GFOS is entitled to block the client's access to the GFOS knownCloud temporarily or permanently if there are concrete indications that the client is or has been in breach of these GTC Hosting Services, the hosting contract and/or applicable law, or if GFOS has

another justified interest in blocking access (e.g. maintenance measure to restore IT security, defence against cyber attack). When deciding on a blocking, GFOS shall give due consideration to the legitimate interests of the Customer and threaten or announce a blocking in writing in advance with a reasonable lead time. In individual cases, blocking may also be carried out by GFOS without prior threat/announcement in order to protect the legitimate interests pursued by GFOS with the blocking, insofar as prior threat/announcement is not required by law or for other legal reasons. The blocking of access shall not at the same time be deemed to be a termination of the hosting contract. GFOS may only maintain the blocking of access without termination for a reasonable period of time, in the event of breaches of contract by the Customer a maximum of three (3) months. The claim of GFOS to payment of the remuneration for the Hosting Services shall remain unaffected during the blocking. In the event of breaches of contract, the Customer shall be entitled to have access restored after proving that it has ceased the use in breach of contract and has prevented future use in breach of contract.

§ 4 Subcontractors, GFOS companies

- 4.1 GFOS shall remain entitled to have parts of the Hosting Services provided by suitable, competent subcontractors.
- 4.2 In providing the Hosting Services, GFOS also reserves the right to make use of personnel resources as well as technical, specialist and/or administrative support services from companies affiliated with GFOS within the meaning of sections 15 ff. of the German Stock Corporation Act ("**AktG**") (German Stock Corporation Act) (hereinafter referred to as "**GFOS companies**") and accordingly to pass on to them order-related confidential information of the Customer. All GFOS companies are obliged to maintain confidentiality. Notwithstanding the foregoing, the responsibility for the provision of the Hosting Services shall remain in full with GFOS. Any claims for performance and liability can therefore only be

asserted against GFOS, but not against other GFOS companies, their bodies or employees.

§ 5 Availability of the Hosting Services

- 5.1 The availability of the Hosting Services per contractual year (12 months) shall be at least ninety-nine point six percent (99.6%) (the "**Availability**" or "**A**" for short). The availability refers exclusively to the availability owed at the power transfer point of the server (output router of the data centre used by GFOS). Impairments in the area of data transmission from this performance transfer point to the Customer and/or in the area of the Customer's IT systems themselves shall not be taken into account.
- 5.2 "Availability" means the ratio of (i) the difference between System Uptime and Unavailability during a Contract Year to (ii) the System Uptime during that Contract Year, expressed as a percentage.
- 5.3 The "System Uptime" (abbreviated to "**SU**") is the total amount of time during a contractual year (in minutes) during which the Customer is able to access the Hosting Services in accordance with the Access Protocols. Initially, a system uptime of 24 hours per day, 365 days per year is owed. However, in determining the system uptime, the periods referred to below shall not be included:
 - a) Malfunctions in or due to the condition of the infrastructure or software not to be provided by GFOS, in particular malfunctions for which the Customer is responsible, such as failures caused by incoming/outgoing hack attacks (DDOS) due to faulty and/or insufficient maintenance of the Customer's own hardware and software;
 - b) disruptions or other events for which GFOS is not responsible, in particular external DNS and routing disruptions, attacks on the network or mail infrastructure (DDOS/viruses) and failures of parts of the Internet outside the control of GFOS;
 - c) Periods of Planned Unavailability in accordance with § 5.5 below;

- d) in cases of force majeure pursuant to § 10.1;
- e) in the event of impairments to data transmission outside the data network operated by GFOS or the GFOS subcontractors, e.g. due to line failure or disruptions at other providers or telecommunications providers;
- f) faults which are based on the fact that the Customer's hardware or software has been improperly used or repaired, or systems and software have not been installed, operated and/or maintained in accordance with the manufacturer's guidelines or specifications.

5.4 "Unavailability" ("**UA**" for short) means the time during a Contract Year (in minutes) during which, although System Uptime should be given, the Customer is unable to access the Hosting Services in accordance with the Access Protocols. The availability is calculated as follows:

$$A \text{ (in \%)} = (SU - UA) : (SU) \times 100$$

Calculation results are to be rounded up or down to one decimal place.

5.5 The following maintenance windows are agreed for periodic, planned or unplanned maintenance work on the server system which is necessary for the maintenance and security of the ongoing operation as well as for the performance of data backups and the installation of updates or upgrades:

- a) Scheduled maintenance windows: daily, 23:00 to 05:00 and all day on up to two Sundays per calendar quarter (after prior information).
- b) Unscheduled maintenance windows: Furthermore, further maintenance windows may be agreed between GFOS and the Customer as required. GFOS shall also remain entitled in individual cases to carry out maintenance work without agreement with the Customer if this is absolutely necessary for the maintenance and security of the ongoing operation and prior agreement with the

Customer is not possible for reasons of time. GFOS shall inform the Customer about the maintenance work at the latest after completion of the maintenance work.

The periods of planned and unplanned maintenance windows are collectively referred to as "**Planned Unavailabilities**".

5.6 During periods of Planned Unavailability, the Customer shall have no legal claim to use of the Hosting Services, even if they are available in whole or in part at such times. If a disruption or failure occurs during the use of the Hosting Services during periods of Planned Unavailability, the Customer shall in particular have no claim to warranty or damages.

§ 6 Cooperation obligations of the Customer

6.1 The Customer shall appoint a contact person as a central contact for GFOS who can make binding decisions for the Customer during the performance of the hosting contract and who is available for the exchange of necessary information. Necessary decisions by the Customer shall be brought about by the contact person without delay and jointly documented by the parties in writing, if possible immediately afterwards.

6.2 The Customer shall ensure that all cooperation services required for the provision of the Hosting Services are provided in good time, in full and free of charge for GFOS.

6.3 The Customer shall ensure that employees of the Customer who support GFOS in the provision of the Services are available at the agreed times. The Customer shall be responsible for ensuring that its employees have the necessary knowledge, skills and experience to perform the tasks assigned to them.

6.4 If the Customer discovers that the Hosting Services used by it do not sufficiently cover its actual requirements (e.g. increased number of users), it shall be obliged to notify GFOS of this immediately in text form. Any use of Hosting Services in excess of the agreed scope of services shall be charged to the Customer at the agreed conditions.

- 6.5 The Customer shall be obliged to provide GFOS with appropriate support in the context of the provision of services and in particular to create all the conditions in its sphere of operation which are necessary for GFOS to provide the Hosting Services properly. Unless otherwise agreed, the Customer shall in particular
- a) grant GFOS all rights to the Customer's applications and data to be stored which are necessary for the performance of the agreed Hosting Services;
 - b) treat access data confidentially and immediately change the password communicated to him by GFOS. The choice and regular updating of an own password shall be carried out in accordance with the respective recognised state of the art. The Customer shall only disclose the password to those persons to whom he has granted access. If the Customer suspects that the access data has been lost or otherwise made accessible to third parties, he shall change the password immediately and inform GFOS. If the password is repeatedly entered incorrectly or if GFOS has indications of improper use, GFOS shall block access to the system and, after clarifying the facts, issue new access data (in particular set a new password) and inform the Customer thereof;
 - c) ensure that its data, including the programs, scripts or other applications installed by it, do not pose a threat to the security and integrity of the GFOS knownCloud or the other infrastructure of GFOS and the data contained therein. If the Customer suspects that such a case has occurred, he must inform GFOS immediately. If there is a reasonable suspicion that one of the aforementioned situations has occurred, GFOS shall be entitled to isolate, deactivate, uninstall and/or disconnect the affected content from the Internet, including programs, scripts or other applications, if this appears necessary to remedy or limit the damage at the specific time;
 - d) ensure that the data stored by the Customer does not violate applicable law, in particular criminal law, or official requirements or infringe the rights of third parties.
 - e) If GFOS has taken measures itself in the aforementioned cases (§ 6.4 c) and d)), it shall inform the Customer of this immediately by e-mail. The Customer shall immediately provide GFOS with all information required for the clarification of the facts and shall cooperate in the clarification of the facts to the extent required. Furthermore, the Customer shall indemnify GFOS against any claims by third parties and the associated costs.
- 6.6 The cooperation services to be provided by the Customer constitute a genuine contractual obligation towards GFOS and not merely an obligation. If the Customer does not provide the cooperation services to be provided by it or does not provide them in accordance with the contract and if this has an effect on the Hosting Services to be provided by GFOS, GFOS shall be released from the obligation to provide the Hosting Services affected. The corresponding performance deadlines shall be postponed by a reasonable period of time. GFOS shall be separately remunerated for any additional expenses incurred as a result, without prejudice to further rights on the basis of the agreed conditions. Further claims remain unaffected by this.
- 6.7 Insofar as the Customer is entitled to grant access to the Hosting Services to its group companies on the basis of a corresponding agreement with GFOS, the Customer shall be liable for any fault on the part of these group companies as for its own fault. The Customer shall pass on all provisions of the hosting contract to such group companies entitled to use the services and oblige them to comply with the contractual provisions before the Customer grants access.

§ 7 Remuneration, terms of payment, price adjustment

- 7.1 Unless otherwise stipulated in the offer of GFOS or the service description, the Hosting Services shall be remunerated by payment of a lump sum per employee of the Customer and calendar month, payable in advance on the 1st of each month.
- 7.2 All prices of GFOS are always in EURO plus VAT to be borne by the Customer in the respective legally prescribed amount. The sales tax shall be shown separately on the invoice. The prices as well as price surcharges shall be determined according to the GFOS price list generally valid at the time of conclusion of the contract, unless otherwise agreed in writing.
- 7.3 Invoices from GFOS are payable without any deduction (e.g. discount) within fourteen (14) calendar days of the invoice date, unless otherwise agreed in writing. The date of payment shall be the date on which the money is received by GFOS or credited to the account of GFOS.
- 7.4 In the event of changes in market conditions, significant changes in procurement costs, changes in value added tax or price increases by subcontractors, GFOS shall be entitled to adjust the remuneration for the Hosting Services. However, such a price adjustment shall be permitted no earlier than twelve (12) months after conclusion of the contract and only once a year. GFOS shall notify the Customer of the change in writing no later than six (6) weeks before it takes effect. In the event that the Customer does not accept the price increase, both GFOS and the Customer shall be entitled to terminate the hosting contract in its entirety with one (1) month's notice to the end of the calendar month, insofar as the price increase amounts to more than five percent (5%) of the previous price. In the event of termination, the prices that have not been increased until the termination takes effect shall apply.
- 7.5 The Customer may only offset claims that have been legally established or are undisputed. He shall only be entitled to assert rights of retention against GFOS if the

counterclaim asserted is undisputed or legally established. The assignment of claims against GFOS is excluded. However, the aforementioned shall not apply within the scope of application of § 354a HGB.

§ 8 Liability, exclusion and limitation of liability

- 8.1 GFOS shall be liable without limitation for damage caused intentionally or by gross negligence, for damage resulting from injury to life, body and health, as well as for damage that gives rise to a duty of replacement in accordance with section 1 of the German Product Liability Act ("ProdHaftG").
- 8.2 In the event of simple negligence, GFOS shall only be liable insofar as it involves a breach of material contractual obligations, the fulfilment of which is a prerequisite for the proper performance of the hosting contract and on the observance of which the Customer was entitled to rely. Otherwise, liability for damage caused by slight negligence is excluded. § 8.1 remains unaffected.
- 8.3 In the event of a simple negligent breach of material contractual obligations by GFOS, the obligation to pay compensation shall be limited to the foreseeable damage typical for the contract. The foreseeable damage typical of the contract is the damage which GFOS foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which GFOS should have foreseen by exercising due care. Indirect damages and consequential damages which are the consequence of a service not being provided in accordance with the contract are also only eligible for compensation insofar as such damages are typically to be expected when using the Hosting Services as intended. § 8.1 remains unaffected.
- 8.4 The liability of GFOS in the cases of § 8.3 is limited to two hundred and fifty euros (€ 250,000.00) per case of damage. If, in the opinion of the client, the foreseeable contractual risk exceeds this maximum liability amount by more than an insignificant amount, GFOS shall be prepared to agree an appropriate higher liability amount in

return for appropriate remuneration for the assumption of risk, provided that insurance cover can be agreed for this.

- 8.5 In the event of data loss or data destruction, GFOS shall only be liable insofar as GFOS has caused the destruction intentionally, through gross negligence or due to a breach of a material contractual obligation. The liability of GFOS for the simple negligent breach of an essential contractual obligation shall be limited in the above case to the amount of the damage that would also have arisen in the event of proper data backup by the Customer.
- 8.6 If several claimants under the hosting contract bring claims against GFOS arising from a simple negligent breach of essential contractual obligations (§ 8.3) by GFOS, the maximum liability amount determined in § 8.4 shall apply to the relevant claims of all claimants in total. The maximum liability amount shall only be available to the Customer and the other claimants jointly and once (joint and several creditor, section 428 BGB). section section 334 BGB applies accordingly.
- 8.7 Liability for damages due to a defect already existing at the time of conclusion of the contract pursuant to section 536a BGB is excluded.
- 8.8 The above provisions on the limitation of liability shall also apply to the personal liability of the employees, representatives and bodies of GFOS.
- 8.9 Claims for damages and claims for reimbursement of futile expenses of the Customer shall become statute-barred within one (1) year; with regard to the beginning of the limitation period, section 199 para. 1 BGB shall apply. This shall not apply to claims for damages and claims for reimbursement of futile expenses due to injury to life, body or health, in the case of claims under the Product Liability Act and in the case of breach of a quality guarantee. Furthermore, this shall not apply to claims based on an intentional or grossly negligent

breach of duty by GFOS or a legal representative or vicarious agent of GFOS.

- 8.10 A reversal of the burden of proof is not associated with the above provisions.

§ 9 Secrecy, data protection

- 9.1 The Customer undertakes to keep confidential such facts, documents and knowledge which come to his knowledge in the course of the implementation of the business relationship with GFOS and which contain technical, financial, business or market-related information about the company GFOS, provided that GFOS designates the respective information as confidential or has an obvious interest in keeping it confidential (hereinafter collectively referred to as "confidential **information**"). The Customer shall use the Confidential Information exclusively for the purpose of implementing and executing the contractual relationship with GFOS in accordance with the contract and the individual contracts based thereon.
- 9.2 The disclosure of confidential information by the Customer to third parties requires the express and prior written consent of GFOS.
- 9.3 The duty of confidentiality pursuant to § 9.1 above shall not apply if the respective confidential information can be proven:
- a) is or becomes generally known without any action on the part of the Customer or
 - b) was already known to the Customer or is made known by a third party authorised to pass on the information or
 - c) is developed by the Customer without the intervention of GFOS and without exploitation of other information or knowledge obtained through the contractual contact; or
 - d) must be disclosed due to mandatory statutory provisions or court or official orders.

- 9.4 The Customer shall be responsible for compliance with all relevant statutory data protection provisions, in particular for the lawfulness of the data disclosure and data processing of personal data of its employees and other data subjects in connection with the provision of services by GFOS. GFOS shall process the personal data of the Customer only within the scope of the contractually owed service provision and in accordance with the provisions of data protection law.
- 9.5 The Parties shall process personal data in compliance with the applicable provisions on data protection, in particular Regulation (EU) 2016/679 (General Data Protection Regulation, "GDPR").
- 9.6 Personal data of the Customer shall be collected, stored, processed and used by GFOS if, to the extent that and for as long as this is necessary for the establishment, performance or termination of the hosting contract with the Customer. Any further collection, storage, processing and use of the Customer's personal data shall only take place if required or permitted by a legal provision or if the Customer has consented thereto. The Customer is aware that in order to carry out pre-contractual measures and fulfil the contract with the Customer, the collection, processing and use of the contact data of the Customer's contact persons (name, e-mail addresses, etc.) is required on the basis of point b) of Article 6(1) GDPR. GFOS is in particular entitled to transfer the data to third parties if and insofar as this is necessary for the implementation of pre-contractual measures and fulfilment of the contract (e.g. for service provision, invoicing or Customer support) in accordance with point b) of Article 6(1) GDPR or fulfilment of a legal obligation within the meaning of point c) of Article 6(1) GDPR. GFOS will also forward this data to third parties (e.g. debt collection companies) for the purpose of enforcing claims in accordance with point b) and/or f) of Article 6(1) GDPR.
- 9.7 The data protection information of GFOS is available at <https://www.gfos.com/en/privacy/>.
- 9.8 Insofar as GFOS processes personal data on behalf of the Customer within the framework of the performance of the hosting contract, GFOS shall process the personal data only within the framework of the contractually owed performance of services or other written instructions of the Customer and in accordance with the provisions of data protection law. The parties shall specify the details of the commissioned processing in a separate "Agreement on the Processing of Personal Data on Behalf". This agreement shall take precedence over the provisions of these GTC Hosting Services in its scope of application.

§ 10 Force majeure and other hindrances

- 10.1 If events of force majeure occur, GFOS shall inform the Customers in good time in writing or in text form. In this case, GFOS shall be entitled to postpone the Hosting Services for the duration of the hindrance or to terminate the hosting contract in whole or in part on account of the part not yet fulfilled, insofar as GFOS has complied with the aforementioned duty to inform. A case of "**force majeure**" is any unforeseen, extraordinary event beyond the control of GFOS as a result of which GFOS is unavoidably prevented in whole or in part from fulfilling its contractual obligations and which could not have been averted or rendered harmless even by the exercise of reasonable care on the part of GFOS. Force majeure in this sense includes in particular unforeseen political events or unrest, including war, terrorist attacks, fire damage, strikes and lawful lockouts, as well as plant closures for which GFOS is not responsible, unavoidable hacker and/or cyber attacks by third parties, such as DDOS attacks, natural disasters, such as floods, official orders, epidemics and pandemics, such as the Covid19 virus.
- 10.2 If a performance date has been bindingly agreed and this is exceeded due to events pursuant to § 10.1, the Customer shall only be entitled to terminate the contract on account of the part not yet performed after the fruitless expiry of a reasonable grace period if it is objectively unreasonable for it to continue to adhere to the contract and

the event pursuant to § 10.1 has already lasted longer than two (2) months. Further claims of the Customer, in particular claims for damages, are excluded in this case. The Customer is obliged to pay for Hosting Services provided up to that point in accordance with what has been agreed in this respect.

§ 11 Term and termination, termination of contract

- 11.1 Unless the Parties have agreed otherwise, the Hosting Contract shall have a minimum term of three (3) years ("**Minimum Term**"). Thereafter, the Hosting Contract shall be renewed for twelve (12) months at a time unless it is terminated in advance in writing with six (6) months' notice to the end of the Minimum Term, thereafter to the end of the respective renewal.
- 11.2 Each party is entitled to terminate the contract at any time for good cause. Good cause shall be deemed to exist if facts are given on the basis of which the terminating party, taking into account all circumstances of the individual case and weighing the interests of the other party, can no longer reasonably be expected to continue the contract ("**good cause**"). If the good cause consists of the violation of a contractual obligation, the termination is only permissible after the unsuccessful expiry of a deadline set for remedial action or after an unsuccessful warning, unless the setting of a deadline is dispensable pursuant to section 323 para. 2 BGB.
- 11.3 GFOS shall in particular be entitled to terminate the contract for good cause if the Customer is in arrears with the payment of at least two (2) monthly invoices.
- 11.4 After termination of the hosting contract for whatever reason
- a) all rights of use and other rights granted to the Client under this Hosting Agreement shall automatically terminate:
 - b) all confidential information supplied by either party to the other under this Hosting Agreement or in

connection with the terminated Hosting Services shall be returned to the respective party upon request, except for correspondence between the parties and other records required by law to be retained by the respective party;

- c) all unpaid remuneration and expenses shall become immediately due for payment.

- 11.5 Upon receipt of a notice of termination from GFOS or upon the client's own notice of termination, the client shall immediately ensure that its data managed in the GFOS known-Cloud is backed up and migrated to a system of the client at the latest upon termination of the hosting contract. Upon termination of the hosting contract, GFOS shall delete the client's data in accordance with its legal obligations. Upon request and against separate remuneration in accordance with the applicable service rates, GFOS shall support the client in the context of the migration.
- 11.6 Insofar as GFOS is commissioned by the Customer to support the migration, the Customer's data shall be provided by GFOS in consultation with the Customer in a standard format (standard market format) on a data carrier or digitally for downloading

§ 12 Final provisions

- 12.1 The place of performance for all contractual obligations shall be the registered office of GFOS.
- 12.2 GFOS shall be entitled at any time to transfer the rights and obligations arising from the hosting contract to affiliated companies within the meaning of sections 15 ff. AktG (GFOS companies) at any time.
- 12.3 Amendments and supplements to these GTC Hosting Services and the hosting contract as well as other declarations in connection with the hosting contract which trigger a legal consequence (e.g. setting of deadlines, withdrawal) must be made in writing to be effective. This also applies to amendments or additions to this written

form clause. The transmission of the relevant declarations by telecommunication, in particular by e-mail, is not sufficient for this purpose.

- 12.4 The place of jurisdiction for all legal disputes between the parties arising from or in connection with the Hosting Agreement shall be Essen, Germany, to the extent permitted by law; GFOS shall, however, also be entitled to sue the Customer at its general place of jurisdiction. The above agreement on the place of jurisdiction shall not apply insofar as a different, exclusive place of jurisdiction results from the law.
- 12.5 These GTC Hosting Services and the Hosting Agreement shall be governed by the laws of the Federal Republic of Germany. The provisions of private international law and the UN Convention on Contracts for the International Sale of Goods shall not apply.
- 12.6 These GTC have been drafted in German and English. In the event of any inconsistency between the German and English version of the GTC, the German version shall be binding.