GFOS

General Terms and Conditions
Provision of Hosting Services in the GFOS knownCloud

Status: November 2025

§ 1 Scope of Application, General Conditions

1.1   These General Terms and Conditions for the Provision of Hosting Services ("**GTC Hosting Services**") of the Gesellschaft für Organisationsberatung und Softwareentwicklung mbH (hereinafter "**GFOS**") regulate the legal framework for the provision of system resources for the storage and operation of GFOS software in the GFOS knownCloud (hereinafter "**Hosting services**" offered by GFOS. The GFOS knownCloud consists of hardware and software in the GFOS data center, including operating systems, databases and infrastructure, which GFOS makes available to the customer for the use of the hosting services [as well as the related services described in the service catalog].

1.2   These GTC hosting services apply exclusively to entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), i.e. to natural or legal persons who, when concluding a legal transaction, act in the exercise of their commercial or self-employed professional activity, including legal entities under public law and special funds under public law; Orders from consumers will not be accepted by GFOS. As "**Customer**" is hereinafter referred to as any company that concludes a contract with GFOS for the provision of hosting services including these GTC hosting services (hereinafter "**Hosting Agreement**".

1.3   These T&C Hosting Services and the documents referenced herein are exclusive. Deviating, conflicting or supplementary terms and conditions of the customer shall only become part of the hosting contract if and to the extent that the parties have expressly agreed on their validity in writing. This consent requirement applies in any case, for example even if GFOS begins to provide services to the customer without reservation in knowledge of the customer's general terms and conditions or terms and conditions of purchase.

1.4   The documents referred to in these GTC Hosting Services, in particular the service catalogue and/or the service description and/or the investment overview 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 refer to the version of the documents in force from time to time.

1.5   Individual agreements made between GFOS and the customer in individual cases (including ancillary agreements, additions and amendments) shall in any case take precedence over these GTC hosting services. The content of such agreements shall be governed by a written contract or the written confirmation of GFOS.

1.6   References to the applicability of statutory provisions are only of clarifying significance. Even without such clarification, the statutory provisions therefore apply, insofar as they are not directly amended or expressly excluded in these GTC hosting services.

1.7   Unless expressly agreed otherwise in the contract, GFOS shall provide the hosting services to the customer as a support service on the basis of a service contract within the meaning of §§ 611 et seq. of the German Civil Code (BGB), without owing any concrete performance success.

§ 2 Conclusion of Contract, Terms of Service and Scope of Services

2.1   All offers from GFOS are subject to change and non-binding, unless they have been marked as binding. They are merely requests to the customer to place orders. If the customer places an order on the basis of the non-binding offers, a hosting contract – even in ongoing business transactions – is only concluded by

the written order confirmation from GFOS (sufficient also by e-mail). In all other cases, the hosting contract is concluded by executing the hosting services. If an order confirmation is made by GFOS, this is the only decisive factor for the content of the hosting contract, in particular for the scope of the hosting services as well as the delivery time or other performance periods.

2.2 Dates and deadlines are non-binding, unless they have been expressly agreed in writing as binding. GFOS shall only be in default with an obligation to perform if the customer has previously warned GFOS in writing and has unsuccessfully set a reasonable deadline for the provision of services. In the absence of any other written agreement, the customer's interest in delivery shall only cease to exist in the event of a delay in delivery or performance if GFOS does not deliver essential parts or delays them. GFOS shall not be in default as long as the Customer is in default with the fulfilment of obligations towards GFOS, including those arising from other contracts.

2.3 The object of the hosting contract is the in the service catalogue and/or the service description and/or in the offer Hosting services specified or described in more detail in § 3, not a specific (economic) success. The granting of rights of use to the GFOS software is not included in the scope of the hosting contract; the necessary rights of use must be purchased separately from GFOS by the customer.

2.4 GFOS shall provide the Customer with the technical possibility and authorization to access the Hosting Services via the Internet and to use the agreed functionalities within the framework of the Hosting Agreement. The range of functions of the Hosting Services, the Service Levels, the technical usage requirements and other details regarding the access rights acquired by the Customer are defined in the Service Catalog and/or the Service Description for the respective Hosting Services. GFOS will provide the Hosting Services to Customer on the basis of the quality of service and service level set forth herein. However, the information in the service catalogue and/or the service description is not to be understood as a guarantee of quality for the hosting services,

unless they are expressly designated as such in the service catalogue and/or the service description.

2.5 The hosting services are provided in the GFOS knownCloud for use and retrieval by the customer. The relevant service transfer point for the hosting services is the router output of the data center used by GFOS. GFOS is not responsible for failures or unavailability of hardware and software components, the Internet or other networks after this service transfer point. The customer is responsible for maintaining the VPN connection on his end. The connection of the customer to the Internet, the maintenance of the network connection as well as the procurement and provision of the hardware and software required by the customer are not part of the hosting contract and are solely the responsibility of the customer.

2.6 Unless expressly stated in the catalogue of services and/or in the service description and/or in the offer or in the respective hosting contract, GFOS does not owe any further services, in particular no installation, setup, consulting, adaptation and/or training services. Further information on the hosting services, e.g. in brochures, on websites or in the context of oral presentations, is not part of the agreed hosting services, unless this information is also expressly stated in the service catalogue. and/or in the service description and/or in the offer .

§ 3 Scope of Hosting Services, Permissible Scope of Use, Access Blocking

3.1 Insofar as there are no deviating provisions in the catalogue of services and/or in the service description and/or in the offer, GFOS provides the following hosting services:

a) GFOS shall, at the discretion of GFOS, provide Customer with sufficient system resources on a virtual server for use by Customer.

b) GFOS establishes the connection between the virtual server and the Internet up to the power transfer point of the virtual server (outgoing router of the data center used by GFOS) and will maintain this in accordance with

the availability agreed in § 5, so that the GFOS software purchased separately by the customer can be used via the Internet. In this regard, GFOS owes within its area of responsibility a the bandwidth of the connection up to the power transfer point.

c) The data stored as part of the hosting services will be backed up periodically in accordance with the technical specifications set out in the separate service description. In addition, GFOS implements the technical and organizational measures specified in the service description to prevent unauthorized access to the data by third parties.

d) GFOS provides Customer with a username and initial password to access the server via the Secure File Transfer Protocol (SFTP) and other protocols that may be agreed upon in the Statement of Work.

3.2 Unless in the service catalogue and/or in the service description and/or on offer something else has been agreed in the individual case,

a) GFOS' data transmission service is limited to communication between the service transfer point of the virtual server (outgoing router of the data center 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 operated exclusively by GFOS or the successful access to data via them are not subject to GFOS' obligation to perform;

b) GFOS is entitled to adapt the hardware and software used for the provision of services to current technical developments or due to changes in the law, changes in case law, changes in the services of subcontractors or changes in economic circumstances, and to change the technical characteristics and functionalities of the hosting services in this context. GFOS will, as far as possible, inform the customer immediately in advance via e-mail of the planned adjustments.

Insofar as such an adjustment not only improves the hosting services from the customer's point of view, but also reduces the scope of services specified in the service catalog or changes them in an unreasonable way for the customer, GFOS must notify the customer of the adjustment in writing at least six (6) weeks before it is carried out and provide the customer with a correspondingly adapted service catalog. If the Customer does not object to the change to GFOS in writing within six (6) weeks of receipt of the notification, the change shall be deemed to have been approved and the amended version of the Service Catalog shall apply to contracts existing between GFOS and the Customer from this point on. GFOS will expressly inform the customer of this consequence when notifying the customer of the change. In the event that Customer does not accept the change, both GFOS and Customer shall be entitled to terminate the Hosting Agreement with effect from the effective date of the change.

3.3 The hosting services may only be provided by the customer and companies that are affiliated with the customer's company within the meaning of §§ 15 et seq. of the German Stock Corporation Act (AktG) ("**Subsidiaries**") and are designated to GFOS as group companies entitled to use them ("**Eligible Group Companies**"), as well as only for the purposes agreed in the hosting contract and for internal business purposes of the customer or its authorized group companies. During the term of the hosting contract, the customer may access the respective hosting services to the agreed extent and use the agreed functionalities and system resources in accordance with the contract. The customer does not receive any additional rights, in particular to the GFOS software and to the GFOS knownCloud. Any further use of the hosting services requires the prior written consent of GFOS. GFOS reserves all rights to work products, trademarks, know-

how and other industrial property rights that exist for the respective hosting services or that arise in connection with the use of the hosting services.

3.4 In particular, the customer may not use the hosting services beyond the agreed scope of use or allow them to be used by third parties or make them available to third parties. In particular, the customer is not permitted to reproduce the hosting services or parts thereof or to sell, transfer, rent or lend the hosting services for a limited period of time. GFOS is entitled to take appropriate technical measures to protect against non-contractual use.

3.5 Unless expressly agreed otherwise, the Customer or the Authorized Group Companies may only use the Hosting Services in the Federal Republic of Germany and/or (one) expressly agreed third country(s). In no event may the Hosting Services be used in or out of any country where the use of the Hosting Services is prohibited by applicable import, export control or sanctions laws. Also, the hosting services may not be used by companies or persons with whom no business may be done due to the applicable import, export control or sanctions law, e.g. because they are listed on an applicable sanctions list.

3.6 The customer shall protect the user and access authorization assigned to him or his users as well as identification and authentication safeguards against access by unauthorized third parties and shall not pass them on to unauthorized third parties. As soon as the Customer has indications that the rights of use and access have been unlawfully obtained by a third party or could be misused, the Customer is obliged to inform GFOS immediately. Insofar as the Customer is entitled to grant access to the Hosting Services to its Authorized Group Companies, the Customer remains the sole contractual partner of GFOS and the Customer shall be liable for any fault of these Authorized Group Companies as well as for its own fault. The Customer will pass on all the provisions of the Hosting Agreement to the Authorized Group Companies and oblige them to comply with the contractual provisions before the Customer grants access. Upon request by GFOS, Customer will provide GFOS with copies of the contractual obligations of its Eligible Group Companies.

3.7 The Customer shall not misuse the hosting services in any way or allow them to be used, in particular not transmit any data with illegal content. The Customer shall also refrain from any attempt to access information or data without authorization, either by itself or through unauthorized third parties, or to interfere or cause to interfere with software operated by GFOS or GFOS subcontractors, or to penetrate data networks of GFOS or GFOS subcontractors without authorization.

3.8 GFOS is entitled to temporarily or permanently block the customer's access to the GFOS knownCloud if there are concrete indications that the customer violates or has violated these GTC hosting services, the hosting contract and/or applicable law, or if GFOS has another legitimate interest in blocking (e.g. maintenance measures to restore IT security, defense against cyber attacks, violation of license terms). When deciding on a blocking, GFOS will take appropriate account of the legitimate interests of the customer and threaten or announce a blocking in writing in advance with a reasonable amount of notice. In individual cases, a blocking can also be carried out without prior threat/announcement by GFOS in order to protect the legitimate interests pursued by GFOS with the blocking, unless a prior threat/announcement is required by law or for other legal reasons. The blocking of access shall not 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 a breach of contract by the Client, a maximum of three (3) months. GFOS' claim to payment of the remuneration for the hosting services remains unaffected during the blocking. In the event of a breach of contract, the customer has a right to re-grant access after proving that he has ceased the use in violation of the contract and has prevented future use in violation of the contract.

§ 4 Availability of the GFOS knownCloud

4.1 The availability of the GFOS knownCloud per contract year (12 months) is at least ninety-nine point six percent (99.6%) (the "**Availability**" or short "**V**"). Availability refers exclusively to the availability owed at the service transfer point of the server (outgoing router of the data center used by GFOS). Impairments in the area of data transmission from this service transfer point to the customer and/or in the area of the customer's IT systems itself shall not be taken into account.

4.2 "Availability" means the ratio of (i) the difference between System Uptime and Unavailability during a Contract Year and (ii) the System Uptime during that Contract Year, expressed as a percentage.

4.3 The "system uptime" (short "**SL**") is the total amount of time during a contract year (in minutes) during which the customer is contractually able to access the GFOS knownCloud in accordance with the access protocols. Initially, a system operating time of 24 hours per day, 365 days a year, is owed. However, the following periods are not to be taken into account when determining the system operating time:

a) Disruptions in or due to the condition of the infrastructure or software not to be provided by GFOS, in particular disruptions for which the Customer is responsible, such as failures caused by inbound/outgoing hacking attacks (DDOS/viruses) due to faulty and/or inadequate 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 beyond the control of GFOS;

c) Periods of Planned Unavailability in accordance with § 4.5 below;

d) in cases of force majeure in accordance with § 12.1;

e) in the event of impairments of data transmission outside the data network operated by GFOS or the GFOS subcontractors, e.g. due to line failures or disruptions at other providers or telecommunications providers;

f) Faults that are due to the improper use or repair of the customer's hardware or software, or systems and software that have not been installed, operated and/or maintained in accordance with the manufacturer's guidelines or specifications.

4.4 "Unavailability" (short "**NV**") means the time during a contract year (in minutes) during which the Customer is unable to access the GFOS knownCloud in accordance with the access protocols, even though there should be system uptime. The availability is calculated as follows:

$$V \text{ (in \%)} = (SL - NV) : (SL) \times 100$$

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

4.5 The following maintenance windows are agreed for periodic, planned or unplanned maintenance work on the server system or infrastructure of GFOS knownCloud, which is necessary for the maintenance and security of ongoing operations, as well as for the execution of data backups and the installation of updates or upgrades:

a) Scheduled maintenance windows: daily, 11:00 p.m. to 5:00 a.m. and all day on up to two Sundays in a calendar quarter (with prior notice).

b) Unplanned maintenance windows: In addition, further maintenance windows can be agreed between GFOS and the customer as required. In individual cases, GFOS also remains entitled to carry out maintenance work without an agreement with the customer if this is absolutely necessary for the maintenance and safety of ongoing operations and prior coordination with the customer is not possible due to time constraints. GFOS will 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 unavailability"**.

4.6 In times of planned unavailability, the customer has no legal claim to use the GFOS knownCloud, even if it is available in whole or in part at these times. In particular, if a disruption or failure occurs when using the GFOS knownCloud during times of planned unavailability, the customer is not entitled to warranty or damages.

§ 5 Subcontractors

5.1 GFOS remains entitled to have parts of the hosting services provided by subcontractors.

5.2 In the provision of hosting services, GFOS also reserves the right to access human resources as well as technical, professional and/or administrative support services from the companies affiliated with GFOS within the meaning of §§ 15 et seq. of the German Stock Corporation Act (hereinafter "**GFOS Company**") and accordingly pass on order-related confidential information of the customer to them. All GFOS companies are sworn to secrecy. Notwithstanding the foregoing, the responsibility for the provision of the hosting services remains entirely with GFOS. Any claims for performance and liability can therefore only be asserted against GFOS, but not against other GFOS companies.

§ 6 Participation

6.1 The customer must appoint a contact person as a central contact person for GFOS who can make binding decisions for the customer during the execution of the hosting contract and is available for the exchange of necessary information. Necessary decisions by the customer must be brought about immediately by the contact person and, if possible, documented jointly in writing by the parties immediately afterwards.

6.2 The customer supports the activities of GFOS necessary for the provision of services. This includes, in particular, the timely and complete provision and procurement of all necessary information for the proper provision of services. The Customer shall ensure that all cooperation services required for the provision of the hosting services are provided in a timely manner, in full and free of charge for GFOS.

6.3 The Client shall ensure that the Client's employees who assist GFOS in the provision of services, as well as the Client's service providers on whose cooperation GFOS is dependent, are available at the agreed times and perform all necessary acts of cooperation. The customer is responsible for ensuring that its employees have the necessary knowledge, skills and experience to perform the tasks assigned to them.

6.4 The Customer shall use the Hosting Services exclusively for its internal business purposes or, if applicable, those of its Authorized Group Companies.

6.5 The Customer is responsible for monitoring the use of the Hosting Services and shall immediately notify GFOS in writing of any use that exceeds the contractual agreements, in particular if the number of Users increases. Any use of hosting services in excess of the agreed scope of services will be charged to the customer at the agreed conditions. In this case, the customer is obliged to sign an extension agreement that shows the additional use and the additional remuneration. The corresponding remuneration shall arise from the day on which the exceedance occurred. GFOS is entitled to check the contractual conformity of the use of the hosting services, in particular compliance with the contractually agreed number of users.

6.6 The Customer is obliged to provide GFOS with appropriate support in the provision of services and, in particular, to create all prerequisites in the area of its operating sphere that are necessary for GFOS to properly provide the hosting services. Unless otherwise agreed, the Client shall, in particular:

a) grant GFOS all rights to the Customer's applications and data to be stored necessary for the performance of the agreed hosting services;

b) Treat access data confidentially and immediately change the password provided to him by GFOS. The choice and regular updating of one's own password is carried out in accordance with the respective recognized state of the art. The Customer will only disclose the password to those persons to whom it has granted access. If the Customer suspects that the access data has been lost or otherwise made accessible to third parties, the Customer will immediately change the password and inform GFOS. If the password is repeatedly entered incorrectly or if GFOS has indications of improper use, GFOS will block access to the system and, after clarifying the facts, assign new access data (in particular set a new password) and inform the customer of this;

c) ensure that their data, including the programs, scripts or other applications they have installed, 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 is entitled to isolate, deactivate, uninstall and/or interrupt the connection of the affected content to 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 violate the rights of third parties.

e) If GFOS has taken measures itself in the aforementioned cases (§ 6.4 c)

and d)), it will inform the Customer thereof immediately by e-mail. The Customer shall immediately provide GFOS with all information necessary for the clarification of the facts and shall cooperate in the clarification of the facts to the extent necessary. Furthermore, the customer indemnifies GFOS against any claims by third parties as well as the associated costs.

6.7 The customer maintains its internal systems and technical environments/equipment itself. These must comply with the minimum specifications published by GFOS and to be communicated by GFOS upon request in order to enable GFOS to provide services.

6.8 The Customer shall supervise the provision of the Hosting Services by GFOS in accordance with its obligations under the Hosting Agreement.

6.9 The Client shall retain its own records in accordance with applicable law and, in particular, shall manage all original receipts of the information supplied to GFOS itself.

6.10 The hosting services of GFOS are based on the information provided by the customer. The customer is responsible for the accuracy and timely delivery of this information and therefore in particular for adverse effects caused by delays for which he is responsible as well as his own instructions.

6.11 Unless otherwise agreed, the customer is responsible for communication connections, including the Internet, if the hosting services require the use of communication connections to establish the connection with GFOS. The customer bears the installation, use, service and repair costs for the communication links. GFOS is not responsible for the availability or reliability of the communication links used by the Customer to gain access to the Hosting Services.

6.12 In the context of the use of the hosting services by employees of the customer, the customer must ensure that the obligations arising for the users from the hosting contract are

complied with. GFOS may block a user's access to the hosting services in accordance with § 3.8 if GFOS has reasonable grounds to suspect that this user has violated these GTC hosting services or is otherwise using the hosting services in a manner contrary to the contract.

6.13 GFOS does not provide legal, accounting or tax advice to the Client and the Client relies solely on its own advisors in respect of such advice.

6.14 The Customer now and in the future has unlimited power of attorney from its Authorized Group Companies, which may be entitled to use hosting services of GFOS, to execute the Hosting Agreement and it obliges its Authorized Group Companies to properly fulfill the obligations contained in this Hosting Agreement. Furthermore, the customer has all necessary licenses, permits and approvals for the provision of his cooperation services.

6.15 The cooperation services to be provided by the customer represent a real contractual obligation towards GFOS and not just an obligation. As long as the customer's cooperation services are not provided in accordance with the contract, GFOS shall be released from the relevant performance obligation in whole or in part to the extent that GFOS is dependent on the respective cooperation or provision. The corresponding performance deadlines are postponed by a reasonable period of time. GFOS is not responsible for service disruptions caused by the non-contractual provision of cooperation services by the customer. Additional expenses incurred by GFOS as a result of the non-contractual provision of the cooperation services may be invoiced by GFOS separately according to expenditure. Any further claims of GFOS remain unaffected.

§ 7 Remuneration for hosting services

7.1 Unless otherwise stipulated in the GFOS offer or the service description, the hosting services are remunerated by payment of a flat rate per employee of the customer and calendar month, which is due in advance on the 1st of each month.

7.2 All prices of GFOS are generally in EURO plus VAT to be borne by the customer in the amount prescribed by law. The VAT will be shown separately in the invoice. The prices and price surcharges will be determined according to the GFOS investment overview generally valid at the time of conclusion of the contract, unless otherwise agreed in writing.

7.3 GFOS invoices are payable without any deduction (e.g. cash discount) within fourteen (14) calendar days of the invoice date, unless otherwise agreed in writing. The date of payment is the date of receipt of money by GFOS or crediting to the account of GFOS.

7.4 GFOS will offer and invoice separately for one-off services or work, in particular in the context of any necessary implementation of software that the customer wishes, but which are not part of the scope of services agreed in the hosting contract, on the basis of a separate agreement in accordance with the applicable investment overview.

7.5 In the event of changes in market conditions, significant changes in procurement costs, changes in VAT or price increases by subcontractors, GFOS is entitled to adjust the remuneration for the hosting services. However, such a price adjustment is permissible at the earliest twelve (12) months after the conclusion of the contract and only once a year. GFOS will 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 are entitled to terminate the Hosting Agreement in its entirety with a notice period of one (1) month to the end of the calendar month, provided that the price increase amounts to more than ten percent (10%) of the previous price. In the event of termination, the prices that have not been increased until the termination takes effect shall apply.

7.6 If the customer concludes a contract with a fixed term of at least 36 months, he is entitled to receive a discounted price compared to the regular list price. The price advantage granted only applies as long as the

contract actually reaches the full term of 36 months.

7.7 If the Customer terminates a contract with a fixed term of 36 months before the expiry of 24 months, GFOS shall be entitled to recalculate the price for the actual term of the contract in accordance with the applicable list price and to invoice the Customer. The recalculation will be made exclusively in the amount of the difference between the originally granted discounted price and the regular list price. This provision does not constitute a contractual penalty, but merely compensates for the price advantage originally granted. A price adjustment will not take place if the customer cancels for good cause for which GFOS is responsible.

7.8 The customer can only offset claims that have been legally established or undisputed. He is only entitled to assert rights of retention against GFOS if the counterclaim asserted is undisputed or legally established. A right of retention can only be exercised by the customer to the extent that his counterclaim is based on the same contractual relationship. The assignment of claims against GFOS is excluded. However, the above does not apply within the scope of application of Section 354a of the German Commercial Code.

§ 8 Deficiencies in performance

8.1 A defect in the hosting services exists if they do not have the contractually agreed quality. The contractual nature of the hosting services results from the stipulations in the service catalogue of the respective hosting services. If the condition has not been agreed, it must be assessed in accordance with the statutory regulation whether a defect exists or not.

8.2 The Customer must report any defects in the hosting services to GFOS immediately and in writing (e-mail is sufficient), stating the information known to the customer and relevant for their identification.

8.3 The customer must take the measures within the scope of what is reasonable to make it easier to determine the defects and the causes. GFOS will determine the cause of a defect at its own expense. GFOS will report

regularly to customers on the status and success of these efforts. If the determination of the cause leads to the conclusion that a disruption of the hosting services is not due to a defect for which GFOS is responsible, GFOS only has to remedy the disruption if the customer agrees to bear the associated costs.

8.4 GFOS may, at GFOS' option, remedy defects in the hosting services by eliminating, circumventing or procuring replacements. If GFOS does not successfully complete the rectification of the defect within a reasonable period of time, the Customer may set a grace period for GFOS. After the expiry of the grace period, the customer can demand a reasonable reduction in the remuneration or terminate the hosting contract; the customer's right to self-performance pursuant to Section 536a (2) of the German Civil Code (BGB) is excluded. There is no need to set a grace period for the remedy of defects if this is impossible, if it is refused or unreasonably delayed by GFOS, if there are reasonable doubts as to the prospects of success or if there is an unreasonableness for the customer for other reasons.

8.5 An immediate reduction of the ongoing remuneration for the hosting services is only permissible if the reduction claim is undisputed or legally established; the customer reserves the right to reclaim any overpaid amounts in accordance with the principles of unjust enrichment (§§ 812 et seq. of the German Civil Code).

8.6 The Customer's rights due to defects in the Hosting Services shall be excluded insofar as the Customer makes or has made changes to the Hosting Services without the consent of GFOS, unless the Customer proves that the changes will not have an unreasonable impact on GFOS' analysis and elimination of the defects.

8.7 If GFOS provides hosting services for the purpose of identifying or remedying defects without being obliged to do so, GFOS may demand remuneration according to expenditure if the customer has at least grossly negligently misjudged the absence of a defect.

§ 9 Liability

9.1 GFOS is liable without limitation for damages caused intentionally or through gross negligence, for damages resulting from injury to life, limb and health, as well as for damages that justify an obligation to pay compensation pursuant to § 1 ProdHaftG.

9.2 In the event of simple negligence, GFOS shall only be liable to the extent that it is a breach of essential contractual obligations, the fulfilment of which is essential for the proper performance of the hosting contract in the first place and on the fulfilment of which the customer was entitled to rely. In all other respects, liability for damage caused by slight negligence is excluded. § 8.1 remains unaffected.

9.3 In the event of a simple negligent breach of material contractual obligations by GFOS, the obligation to pay compensation is limited to the foreseeable damage typical for the contract. The foreseeable damage typical for the contract is the damage that GFOS foresaw at the time of conclusion of the contract as a possible consequence of a breach of contract or that GFOS should have foreseen if it had exercised customary care. In addition, indirect and consequential damages resulting from a non-contractual provision of services are only compensable to the extent that such damages are typically to be expected when the hosting services are used as intended. § 8.1 remains unaffected.

9.4 The liability of GFOS in the cases of § 8.3 is limited to two hundred and fifty euros (€ 250,000.00) per claim. If, in the Client's opinion, the foreseeable contractual risk exceeds this maximum liability amount by more than negligible, GFOS is prepared to agree on an appropriately higher amount of liability in return for appropriate remuneration for the assumption of risk, provided that insurance cover can be agreed for this.

9.5 In the event of data loss or destruction, GFOS shall only be liable if GFOS has caused the destruction intentionally, through gross negligence or due to a breach of a material contractual obligation. In the above case, GFOS' liability for the simple negligent breach of a material contractual obligation is limited to the amount of the damage that would have occurred even if the customer had properly backed up the data.

9.6 Even if the Customer is entitled to grant access to the Hosting Services to its Authorized Group Companies, the Customer remains the sole contractual partner of GFOS and claims against GFOS can be asserted solely by the Customer. The Customer shall indemnify GFOS against all claims if Authorized Group Companies assert claims directly against GFOS in connection with the Hosting Services.

9.7 Liability for damages due to a defect already existing at the time of conclusion of the contract in accordance with § 536a BGB is excluded.

9.8 The above provisions on the limitation of liability also apply to the personal liability of the employees, representatives and bodies of GFOS.

9.9 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, § 199.1 of the Civil Code applies. This does not apply to claims for damages and claims for reimbursement of futile expenses due to injury to life, limb or health, to claims under the Product Liability Act and to the violation of a quality guarantee. This also does 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.

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

§ 10 Intellectual Property Rights of Third Parties

10.1 GFOS shall ensure that there are no rights of third parties that hinder, restrict or exclude the contractual use of the hosting services by the customer. If a third party asserts justified claims against the Customer due to the

infringement of copyrights, patents or other industrial property rights by GFOS or by the hosting services provided by GFOS and used by the Customer in accordance with the contract, and the use of the hosting services is prohibited by the Customer in whole or in part, GFOS shall be liable to the Customer within the period specified in § 9.9 as follows, if and to the extent that GFOS is at fault in this regard:

10.2   GFOS is only obliged to deliver the Hosting Services free of any rights or claims of third parties that (i) hinder, restrict or exclude the use of the Hosting Services in accordance with the contract, (ii) which are based on industrial property rights or other intellectual property rights and (iii) which GFOS knew at the time of conclusion of the contract or did not know as a result of gross negligence, provided that the right or claim is based on industrial property rights or other intellectual property

   a)   under the law of the Federal Republic of Germany, provided that the customer of GFOS has its registered office or branch there; or
   b)   under the law of a third country only if GFOS has expressly agreed in writing with the customer on the use of GFOS' hosting services in this third country.

10.3   GFOS shall, at its own discretion and at its own expense, (i) provide the Customer with the opportunity to use the Hosting Services, or (ii) modify the Hosting Services in such a way that the third party's intellectual property right is not infringed, but the Hosting Services are essentially in accordance with the agreed quality, or (iii) refund the remuneration paid for the Hosting Services for the period for which they can no longer be used in accordance with the contract. In addition, GFOS shall indemnify the Customer against legally established claims by third parties due to the infringement of intellectual property rights due to the contractual use of the Hosting Services as well as from the costs of legal defense caused by this within the limits of the limitation of liability agreed in these GTC Hosting Services.

10.4   The customer will provide reasonable support to GFOS in all mitigation measures. The above obligations of GFOS pursuant to § 5.6 shall only exist to the extent that the Customer notifies GFOS immediately in writing of the assertion or threat of such claims, all out-of-court and judicial defensive measures and settlement negotiations are reserved for GFOS or are only conducted in written agreement with GFOS, the Customer immediately makes available any information requested by GFOS for the assessment of the situation or defense of the claims, and adequate support. The Customer undertakes to give GFOS and, if applicable, affected upstream suppliers of GFOS (e.g. software manufacturer from whom GFOS has obtained third-party software) the opportunity to participate in any legal dispute. The Customer shall support GFOS and, if applicable, the upstream suppliers of GFOS in all respects in the conduct of such a legal dispute. The Customer shall refrain from actions that could impair the legal position of GFOS or the upstream suppliers of GFOS. If the customer discontinues the use of the hosting services for damage mitigation or other important reasons, he is obliged to inform the third party that the cessation of use is not associated with an acknowledgement of an infringement of intellectual property rights.

10.5   Claims by the Customer shall also be excluded insofar as the infringement of intellectual property rights is caused by the Customer's specifications, by an application of the Hosting Services that was not foreseeable by GFOS, by the use of the Hosting Services in an unagreed application and usage environment, or by the Hosting Services being changed by the Customer or by third parties commissioned by the Customer or by the Customer, or by mixing them together with products or IT services not supplied by GFOS, or unless such an infringement of intellectual property rights would have been caused even without such application, modification or use.

§ 11 Confidentiality, Data Protection, References

11.1   The Client undertakes to maintain the secrecy of such facts, documents and

knowledge which come to its knowledge in the course of conducting its business relations with GFOS and which contain technical, financial, business or market-related information about the company GFOS, insofar as GFOS declares the respective information to be in need of secrecy or has a manifest interest in its secrecy (hereinafter collectively referred to as "**confidential information**"). The Customer will use the Confidential Information exclusively for the purpose of implementing and executing the contractual relationship with GFOS in accordance with the contract.

11.2 The disclosure of confidential information by the customer to third parties requires the express and prior written consent of GFOS.

11.3 The duty of confidentiality pursuant to § 9.1 above does not apply if the respective confidential information can be demonstrated:

a) is or becomes generally known without the customer's involvement, or

b) was already known to the customer or is made known by a third party authorized to pass it on, or

c) is developed by the customer without the involvement of GFOS and without the use of other information or knowledge obtained through the contractual contact, or

d) must be disclosed due to mandatory legal regulations or court or official orders.

11.4 The customer is responsible for compliance with all relevant statutory data protection regulations, in particular for the lawfulness of the data transfer and data processing of personal data of its employees and other data subjects in connection with the provision of services by GFOS. GFOS will process the customer's personal data within the scope of the contractually owed service provision and in accordance with the provisions of data protection law or the provisions of the hosting contract.

11.5 The parties process personal data in compliance with the applicable data protection

regulations, in particular Regulation (EU) 2016/679 (General Data Protection Regulation, "GDPR").

11.6 Personal data of the customer will be collected, stored, processed and used by GFOS if, to the extent and for as long as this is necessary for the establishment, performance or termination of the hosting contract with the customer. Further collection, storage, processing and use of the customer's personal data will only take place if this is required or permitted by law or if the customer has consented. The Client is aware that in order to carry out pre-contractual measures and fulfil the contract with the Client, it is necessary to collect, process and use the contact details of the Client's contact persons (name, e-mail addresses, etc.) on the basis of Art. 6 (1) (b) GDPR. In particular, GFOS is entitled to transmit the data to third parties if and to the extent that this is necessary for the implementation of pre-contractual measures and the fulfilment of the contract (e.g. for the provision of services, invoicing or customer service) in accordance with Art. 6 (1) (b) GDPR or fulfilment of a legal obligation within the meaning of Art. 6 (1) (c) GDPR. GFOS will also forward this data to third parties (e.g. debt collection agencies) for the purpose of enforcing claims in accordance with Art. 6 (1) (b) and/or (f) GDPR.

11.7 GFOS' data protection information is available at https://www.gfos.com/de/datenschutz.

11.8 Insofar as GFOS processes personal data on behalf of the customer in the context of the performance of the hosting contract, GFOS will only process the personal data within the scope of the contractually owed service provision or other written instructions of the customer and in accordance with the data protection regulations. The details of the order processing will be determined by the parties in a separate "Agreement on the Processing of Personal Data on Order". In its area of application, this takes precedence over the provisions of these GTC hosting services.

11.9   GFOS is entitled to refer to the contractual relationship with the customer in an appropriate form in brochures and publications (e.g. reference lists), this includes the use of the customer's company logo. If the customer does not agree to this, he will inform GFOS accordingly in writing or in text form.

§ 12 Reservation of self-supply, force majeure and other obstructions

12.1   If, for reasons for which GFOS is not responsible, GFOS does not receive the services required by the subcontractors from GFOS for the provision of the service owed by GFOS, or does not receive them correctly or in a timely manner, despite proper and sufficient coverage prior to the conclusion of the contract with the customer, or if force majeure events occur, GFOS shall inform the customers in writing or in text form in good time. In this case, GFOS is entitled to postpone the hosting services for the duration of the hindrance or to terminate the hosting contract in whole or in part because of the part that has not yet been fulfilled, insofar as GFOS has complied with the above obligation to provide information. A case "**Force majeure**" is any unforeseen, extraordinary event beyond the control of GFOS by 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 reasonable care on the part of GFOS. Force majeure in this sense is defined in particular as force majeure. unforeseen political events or unrest, including war, terrorist attacks, fire damage, strikes and lawful lockouts, as well as business closures through no fault of their own, unavoidable hacker and/or cyber attacks by third parties, such as DDOS attacks or ransomware attacks, natural disasters, such as floods, government orders, epidemics and pandemics, such as the Covid19 virus.

12.2   The customer is only entitled to terminate the hosting contract after the fruitless expiry of a reasonable grace period due to the part that has not yet been fulfilled if it is objectively unreasonable for him to continue adhering to the hosting contract and the

event according to § 10.1 has already lasted longer than 3 months. Further claims by the customer, in particular those for damages, are excluded in this case. The customer is obliged to remunerate hosting services provided up to that point in accordance with what has been agreed in this respect.

§ 13 Term of Contract, Termination, Termination of Contract

13.1   Unless otherwise agreed by the parties, the hosting contract shall have a minimum term of three (3) years ("**Minimum**"). Thereafter, the hosting contract will be extended by twelve (12) months at a time, unless it is terminated in writing with a notice period of three (3) months to the end of the minimum contract term, thereafter at the end of the respective extension.

13.2   Either party is entitled to terminate the hosting contract at any time for cause. Good cause exists if there are facts on the basis of which, taking into account all the circumstances of the individual case and weighing up the interests of the other party, the terminating party can no longer be expected to continue the hosting contract ("**important reason**"). If the good cause is the violation of a contractual obligation, termination is only permissible after the unsuccessful expiry of a period set for remedial action or after an unsuccessful warning, unless a deadline is dispensable pursuant to Section 323 (2) of the German Civil Code.

13.3   In particular, GFOS shall be entitled to terminate for good cause (i) if the Customer is in arrears with the payment of at least two (2) monthly invoices or (ii) if the applicable import, export control or sanction law does not permit the provision of the Hosting Services by GFOS.

13.4   After termination of the hosting contract, for whatever reason

a)   all rights of use and other rights granted to Customer under this Hosting Agreement shall automatically terminate:

b) any Confidential Information provided by either party to the other party under this Hosting Agreement or in connection with the terminated Hosting Services shall be returned at the request of the relevant party; this does not apply to correspondence between the parties or to other documents to be retained by the respective party in accordance with the statutory provisions;

c) all unpaid remuneration and expenses are due for payment immediately.

13.5 Upon receipt of a notice of termination by GFOS or after a self-termination by the Customer, the Customer shall immediately ensure that his data managed in the GFOS knownCloud is backed up and migrated to a system of the Customer at the latest upon termination of the hosting contract. After termination of the hosting contract, GFOS will delete the customer's data in accordance with the legal obligations. Upon request and for separate remuneration in accordance with the applicable service rates, GFOS will support the customer in the context of the migration.

13.6 Insofar as GFOS is commissioned by the customer to support the migration, GFOS will make the customer's data available for download in a standard format (standard market format) on a data carrier or digitally in consultation with the customer

§ 14 Final provisions

14.1 The place of performance for all contractual obligations is the registered office of GFOS.

14.2 GFOS is entitled to transfer the rights and obligations arising from the hosting contract to GFOS companies at any time.

14.3 All agreements, ancillary agreements, assurances, changes and additions to the hosting contract (including these GTC hosting services) as well as other declarations in connection with the hosting contract that trigger a legal consequence (e.g. setting of deadlines, withdrawal) must be in writing in order to be effective. This also applies to changes or additions to or the waiver of this written form clause. If written form is required, it is also ensured by transmissions by fax, digital / electronic signatures and signatures (e.g. DocuSign). However, the telecommunicative transmission of the relevant declarations by e-mail is not sufficient for this purpose. The priority of an individual agreement (§ 305b BGB) remains unaffected.

14.4 The place of jurisdiction for all legal disputes of the parties arising out of or in connection with the hosting contract is, to the extent permitted by law, Essen, Germany; However, GFOS is also entitled to sue the customer at its general place of jurisdiction. The above jurisdiction agreement does not apply to the extent that a different, exclusive place of jurisdiction results from the law.

14.5 The Hosting Agreement (including these GTC Hosting Services) is subject to 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 (CISG) do not apply.