

IONOS Group — General Terms and Conditions of Purchase

1. General provisions

1.1 Terms and Conditions of Purchase apply exclusively. Contrary or deviating provisions of the Contractor have no validity, even where services have been accepted, without reservation, in the knowledge that terms of the Contractor are contrary to or diverge from these Terms.

1.2 Orders are only binding if issued in writing through the order management tool Coupa. Any deviation from an order is only permissible with the prior written agreement of the Customer.

1.3 Payment will not be made without a valid purchase order. "No PO, no pay" strictly applies, ensuring that all transactions require an authorized purchase order to proceed with payment.

1.4 Changes to the contract terms must be documented in writing and require the consent of both Parties, subject to the exceptions set out in clause 14.

2. Pricing / Delivery note

2.1 The agreed prices are binding. They include all expenses in connection with the services to be provided by the Contractor. In particular, the price includes transportation, insurance and packaging costs, unless otherwise agreed.

2.2 Every delivery must be accompanied by a delivery note. For purely digital or intangible services (including software-as-a-service, cloud services, and professional services delivered electronically), the delivery note requirement may be replaced by a written service confirmation or completion report agreed upon by the Parties. Where a physical delivery note is required, Delivery notes and – where expressly agreed – dispatch notes, must include:

- Number, reference and date of the order
- Number of any partial delivery
- Number and date of the delivery note
- Date of dispatch
- Information about the type and scope of the delivery plus item numbers and position numbers indicated in the order
- Method of shipping.

2.3 For contracts concluded in a currency other than Euro, we reserve the right to make price adjustments if the exchange rate of the agreed currency changes by more than 10 % relative to the Euro.

2.4 For contracts with a term exceeding twelve (12) months, either Party may request a price adjustment once per calendar year, linked to changes in the German Consumer Price Index (CPI) for all private households published by DESTATIS (Statistisches Bundesamt). The CPI reference value shall be the index figure published for the calendar month in which the Supplier last effected a price adjustment under this clause; where no prior adjustment has been made under this clause, the reference value shall be the index figure published for the calendar month in which the contract was concluded. Any price adjustment request shall be notified in writing at least thirty (30) days prior to the requested effective date and shall include documentary evidence of the applicable CPI figures. Price increases shall not exceed 5 % per adjustment period unless otherwise agreed in writing. Price decreases shall not be subject to a cap.

3. Performance conditions

3.1 The agreed delivery dates and scope of supply are binding. Deviations from these are only permissible with the prior, written agreement of the Customer.

3.2 Delivery is to the destination specified by the Customer, unless otherwise agreed.

3.3 For timeliness of delivery, receipt of goods ready for acceptance at the Customer's designated reception point shall be determinative.

3.4 Any discharge of performance prior to the agreed dates entitles the Customer to refuse such performance until the due date.

3.5 Partial deliveries are not permitted, unless the Customer has expressly agreed to these.

3.6 The Contractor undertakes to inform the Customer immediately, as soon as it becomes aware that agreed deadlines cannot be met.

4. Product liability / Acceptance / Transfer of risk

4.1 The Contractor indemnifies the Customer against all third-party claims for damages in accordance with German Product Liability Law (Produkthaftungsgesetz). The same applies to joint and several liability of the Contractor and Customer prescribed by German Product Liability Law.

4.2 For deliveries of movable objects to be manufactured or produced and for assembly services, written acceptance by the Customer is required. Implied acceptance is excluded.

4.3 For all other deliveries, risk transfers to the Customer upon arrival of the delivery at the reception point and countersignature of the delivery note by an employee of the Customer. For deliveries subject to written acceptance pursuant to clause 4.2, the provisions of clause 4.2 shall take precedence; risk transfers upon formal written acceptance.

4.4 Simple acceptance of deliveries does not result in a waiver of the Customer's rights, in particular, those in relation to defective or late delivery.

4.5 In respect of the obligation to inspect and submit complaints, the statutory provisions of Article 377 German Commercial Code (Handelsgesetzbuch) apply, subject to the following conditions: The Contractor's obligation to inspect is limited to obvious defects. For large deliveries, the Contractor is entitled to limit inspection to a random sample.

5. Liability for defects

5.1 Statutory provisions shall apply in terms of the Customer's rights in respect of material defects and defects in title for the services performed by the Contractor, unless otherwise stipulated hereinafter.

5.2 Where the Customer notifies a defect prior to expiry of the limitation period, this period shall be suspended, provided that the Contractor checks for the presence of the defect or remedies the defect with the consent of the Customer.

The limitation period for claims arising from material defects shall be twenty-four (24) months from the date of delivery or, where formal written acceptance is required pursuant to clause 4.2, from the date of acceptance. For software, digital products, and IT services, the limitation period shall be twelve (12) months from delivery or acceptance, unless a longer period is agreed in the individual contract or required by mandatory law. For defects that were fraudulently concealed, the statutory limitation period shall apply without restriction.

5.3 The Contractor shall bear all costs incurred by the Customer within the scope of liability for defects. Further legal claims remain unaffected.

5.4 The limitation period for claims for defects in title commences when the Customer becomes aware of the existence of the defect in title.

6. Termination

6.1 Each Party has the right to extraordinary termination where insolvency proceedings are commenced in relation to the assets of the other Party, where the other Contracting Party discontinues payments for more than a temporary period, or where the other Contracting Party discontinues its business operations in respect of the services specified in the Contract.

6.2 Either Party may terminate this agreement (including any framework agreement concluded on the basis of these Terms) by giving thirty (30) days' written notice to the other Party, unless otherwise specified in the individual order or contract. For fixed-term contracts, ordinary termination is excluded unless expressly provided for in the individual contract.

6.3 For open-ended framework agreements under which no individual order has been placed within any consecutive twelve (12) month period, either Party may terminate the framework agreement by giving thirty (30) days' written notice, unless otherwise agreed in the individual contract.

7. Rights of use

7.1 In respect of the software required to perform functions in fulfilment of its contractual obligations within the scope of services, the Contractor grants the Customer a non-exclusive, irrevocable, unrestricted, worldwide right of full use, included in the agreed price.

7.2 For an individualised service for the Customer, the Customer shall receive an exclusive, irrevocable, transferable right of use, unrestricted in terms of time and content, included in the price. The right of use includes, in particular, the right to complete or partial publication, reproduction, editing or redesign of documentation including their further utilisation for follow-up contracts with third parties.

7.3 For works or inventions developed jointly by both Parties ("Co-Created Works"), ownership shall be governed by the individual contract. In the absence of an explicit agreement, Co-Created Works shall be deemed the sole property of the Customer. The Contractor shall be granted a non-exclusive licence to use Co-Created Works solely for internal purposes, unless otherwise agreed in writing.

7.4 Open-Source Software (OSS) Compliance. The Contractor shall, prior to delivery, disclose in writing all open-source software components incorporated in the deliverables, including the applicable licence (e.g. GPL, LGPL, MIT, Apache). The Contractor warrants that the use of any OSS component does not impose obligations on the Customer that are incompatible with the Customer's intended use (including, without limitation, obligations to disclose or release the Customer's proprietary source code under a copyleft licence). Where OSS components are subject to copyleft licences (including GPL v2/v3, AGPL, LGPL), the Contractor shall seek the Customer's prior written approval before incorporating such components. The Contractor shall provide a complete, machine-readable copy of the relevant OSS source code upon request.

8. Industrial property right infringements

8.1 The Contractor warrants that the services specified in the Contract and their use by the Customer shall not infringe third-party rights. The Contractor indemnifies the Customer against all third-party claims for industrial property right infringements (patents, licences and other industrial property rights).

8.2 The Parties shall notify each other without delay of claims initiated or threatened relating to third-party rights or infringement of third-party rights.

8.3 In the event of industrial property right infringements, the Contractor may, at its discretion and at its own expense with respect to the service concerned, after prior consultation with the Customer, make modifications that safeguard the Customer's interests so that the industrial property right infringement no longer occurs or may acquire the necessary rights of use for the Customer.

9. Non-disclosure / Subcontractors

9.1 Both Parties undertake to maintain secrecy in relation to all knowledge and information concerning the other Party obtained during performance of the Contract and not to make such knowledge and information accessible to third parties, and to ensure that their employees maintain this secrecy. The same applies to operational processes that have not been explicitly classified as secret or confidential. The obligation of confidentiality does not apply to information that:

(a) was already publicly known at the time of disclosure, or subsequently becomes publicly known through no fault of the receiving Party;

(b) was already lawfully known to the receiving Party prior to disclosure, as evidenced by written records;

(c) is or was disclosed to the receiving Party by a third party without any obligation of confidentiality;

(d) is required to be disclosed by mandatory law, court order, or official authority, provided that the disclosing Party is notified in advance in writing without delay (where legally permissible) to allow it to seek a protective order.

9.2 Naming the Customer as a referee requires the prior, written agreement of the Customer, which may be revoked at any time.

9.3 The use of third-party subcontractors requires the prior, written agreement of the Customer. The Contractor's liability remains unaffected by subcontracting.

9.4 The foregoing provisions apply beyond the contract term.

10. Regulatory compliance

10.1 The Contractor guarantees compliance with the statutory provisions of German Minimum Wage Law (Mindestlohngesetz) in respect of it and its subcontractors. It undertakes to provide evidence of payment of the minimum wage by it and its subcontractors upon written request of the Customer. The Contractor indemnifies the Customer against all claims in connection with minimum wage requirements; the same applies for all fines incurred. It further undertakes to inform the Customer immediately if it is suspected that it or one of its subcontractors have infringed statutory minimum wage provisions. The Customer has the right to extraordinary termination if the Contractor (and/or its subcontractors) fail to meet the requirements of the German Minimum Wage Law (Mindestlohngesetz).

10.2 The Contractor guarantees compliance with Directive 2006/42/EC (Machinery Directive) and is obliged to include an EC-Declaration of Conformity in the German language or, for Contractors established outside Germany, in any official EU language accompanied by a certified German translation. Insofar as the Contractor does not fulfil this obligation, the Customer has the right to withdraw from the contract and return the affected goods. This obligation applies solely to deliveries of machinery or mechanical equipment within the scope of the Machinery Directive.

10.3 The Contractor guarantees to comply with all relevant anti-bribery and anti-corruption laws, including the German Act on Combating Corruption (Gesetz zur Bekämpfung der Korruption) and, where applicable, the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act. Violations will result in a 14-day notice to remedy the breach; failure to do so may lead to contract termination and potential claims for damages.

10.4 The Customer reserves the right to request regular compliance reports from the Contractor and to conduct audits to verify compliance with the contract terms.

10.5 Sustainability and CSR obligations are governed exclusively by Chapter 13 of these Terms.

10.6 Cybersecurity — NIS2 and Cyber Resilience Act.

(a) Where the Contractor provides information and communication technology (ICT) products, ICT services, or ICT processes to the Customer, the Contractor shall implement and maintain appropriate and proportionate technical and organisational cybersecurity measures in accordance with Article 21 of Directive (EU) 2022/2555 (NIS2 Directive) and, where applicable, Regulation (EU) 2024/2847 (Cyber Resilience Act, "CRA").

(b) The "Additional Agreement on Ensuring Information Security in the Supply Chain", hereinafter referred to as the "Cybersecurity Annex", shall be part of the contract. The Contractor agrees to sign the "Cybersecurity Annex" upon commencement of the business relationship at the latest.

(c) The Contractor shall in particular:

- maintain a documented information security management system (ISMS) or equivalent security framework (such as ISO/IEC 27001, SOC 2 Type II, BSI IT-Grundschutz, or comparable);
- implement measures covering incident handling, business continuity, supply chain security, access control, encryption, and vulnerability management;
- notify the Customer in writing without undue delay, and in any event within 72 hours of becoming aware of any cybersecurity incident that has or may have a significant impact on the security or availability of the services provided to the Customer; for this purpose, the Contractor shall designate and maintain a dedicated incident-reporting channel (e.g. a Security Operations Centre (SOC) e-mail address, a ticketing-system link, or a comparable single point of contact), and shall communicate this channel, as well as any subsequent change thereto, to the Customer in writing without delay;
- cooperate with the Customer and, where required, with competent authorities in the investigation and remediation of cybersecurity incidents;
- upon request, provide the Customer with evidence of conformity with the requirements of this clause, including audit reports, certifications, or self-assessment documentation.

(d) Where the Contractor places on the market products with digital elements within the scope of the CRA, the Contractor warrants that such products meet the essential cybersecurity requirements set out in Annex I of the CRA, that a conformity assessment has been carried out, and that the CE marking is affixed where required.

(e) The Customer has the right to extraordinary termination if the Contractor fails to remedy a material breach of the obligations under this clause 10.6 within thirty (30) days of written notice by the Customer.

(f) For Contractors providing ICT products, ICT services, or ICT processes that are assessed by the Customer as security-relevant, the Customer may require, as a condition of entering into the individual contract or purchase order, that the Contractor execute the Customer's "Additional Agreement on Ensuring Information Security in the Supply Chain" (the

"Cybersecurity Annex") as an annex thereto. Where a Cybersecurity Annex has been agreed, its provisions shall take precedence over this clause 10.6 in the event of any conflict, unless the provisions of this clause 10.6 are stricter in any particular respect.

10.7 Data protection

(a) The Contractor shall comply with all applicable data protection laws, in particular Regulation (EU) 2016/679 ("GDPR") and the German Federal Data Protection Act (BDSG). Personal data shared between the Parties shall be processed strictly for the purposes of contract performance and shall be deleted or returned upon termination of the contract or at the Customer's request.

(b) Where the Contractor processes personal data on behalf of the Customer within the meaning of Article 28 GDPR, no such processing shall commence until a separate data processing agreement compliant with Article 28 GDPR has been executed by both Parties. The data processing agreement may be concluded on the basis of either Party's standard template, the EU Commission's standard contractual clauses pursuant to Article 28(7) GDPR, or any other form mutually agreed by the Parties.

(c) The Contractor shall notify the Customer of any personal data breach within twenty-four (24) hours of becoming aware, through the channel established under clause 10.6(c).

11. Invoicing / Payment terms

11.1 Invoicing takes place after completion of service provision.

11.2 Invoices shall be sent to the Customer electronically to the following address: e-invoice@1and1.org. The Customer may notify the Contractor in writing of updated invoicing addresses in accordance with clause 14.2; such updates take effect upon receipt.

11.3 Invoices shall be sent to the Customer in original copy indicating the invoice number, order number, quantity, price and other reference data. The invoice must be issued, at the earliest, on the date on which the service is provided in accordance with the Contract. Instalment, partial and final invoices must be identified as such, itemised and numbered consecutively. The invoice must also conform to the requirements of Article 14 German Value Added Tax Act (Umsatzsteuergesetz). Where an invoice fails to comply with the foregoing conditions, the Customer reserves the right to return the invoice for completion or correction. In this case, the payment term only begins upon receipt of the completed or corrected invoice. Even where the Customer does not rely on this right, it shall not bear responsibility for any delay in payment resulting from an incorrect or incomplete invoice.

11.4 The agreed prices are net prices. Applicable VAT in the statutorily prescribed amount is payable in addition.

11.5 Invoices shall not be settled prior to completion of services. The Customer is entitled to deduct a cash discount of 3 % if payment is made within 14 days. The discount period commences on the later of: (a) the date of receipt of a compliant invoice, or (b) the date of formal acceptance of the service or goods by the Customer. If the discount is not applied, payment shall be made within 45 days from the same starting date.

11.6 Payment of the invoiced amount without reservation by the Customer does not constitute any acknowledgement that the Contractor's services are in conformity with the Contract.

11.7 The Customer enters into default of payment upon expiry of the 45-day payment period specified in clause 11.5, without the need for a prior reminder, in accordance with § 286 BGB.

11.8 In the event of provision of services and work supplies that are subject to VAT in Germany and are provided by Contractors outside Germany, the obligation to pay the tax due transfers to the Customer (Article 13b German Value Added Tax Act – Umsatzsteuergesetz). The Contractor may not indicate German VAT in invoices for such services. Where the Contractor moves goods from a third country to Germany when providing the foregoing services and import sales tax is incurred in this context, this shall be covered by the Contractor.

11.9 The Customer has the right to deduct any source taxes / withholding taxes from the price to be paid and to pass these on to the tax authorities for the Contractor's account, insofar as the Contractor does not hold a valid exemption certificate.

12. Assignment of claims, set-off

12.1 The Contractor's claims against the Customer can only be assigned with the express, written agreement of the Customer's contracting department. This restriction shall not apply in the event that insolvency proceedings are opened over the assets of the Customer or the Customer suspends payments for more than a temporary period.

12.2 The Contractor has no rights of retention insofar as such rights are based on counterclaims resulting from other legal transactions with the Customer.

12.3 The Contractor can only set off those claims that are undisputed or have been finally adjudicated upon. This restriction shall not apply in the event that insolvency proceedings are opened over the assets of the Customer.

13. Human rights and environmental due diligence obligations

13.1 To fulfil the requirements of the Supply Chain Due Diligence Act (LkSG), the contractual partners undertake to comply with human rights and environmental due diligence obligations as part of their own business activities. These duties of care result from the LkSG and are illustrated and concretised in the Code of Conduct for Business Partners of IONOS Group (Supplier Code of Conduct). The contractual partner of Customer shall organize its business activities accordingly. In addition, it shall take due care to ensure that the contents of the Supplier Code of Conduct are also observed in its own supply chain. To this end, it may provide its suppliers with a copy of the Supplier Code of Conduct.

13.2 Both contractual partners commit to regular, at least annual, awareness-raising measures with regard to compliance with human rights and environmental obligations. These can be conducted by relevant groups of people in a target group-oriented manner, e.g. in the form of classroom/online training or by providing them with respective guidelines. The contractual partners reserve the right to review the implementation of these measures.

13.3 If the contractual partner has indications that a breach of the duty of care has occurred or is imminent, the contractual partner must immediately initiate remedial measures to prevent or end this breach or to minimize the extent of the breach and to inform Customer. The same applies if IONOS Group sees these indications or discovers a breach of the contractual partner's duty of care. If required, Customer shall support the contractual partner in designing and implementing the measures. Furthermore Customer is entitled at any time to demand that the contractual partner submit the concept for ending or minimizing the breach and to check the effectiveness of the remedial measures defined therein. The concept must contain a concrete and appropriate timetable for the implementation of the measures. Customer is authorized (if there are sufficient indications of an imminent or actual breach of the duty of care), after consultation with the contractual partner, to carry out site inspections at the contractual partner's premises or to request a self-declaration from the contractual partner. If the measures are not implemented/the breach is not remedied within the specified timeframe or after a reasonable deadline has been set, Customer reserves the right to take legal action, in particular claims for damages, as well as the right to terminate the business relationship with the contractual partner with immediate effect on the basis of existing contractual rights. The contractual partner shall indemnify Customer against claims of third parties due to its breach of the obligations under clause (1) upon first request. Customer shall inform the contractual partner if third parties assert such claims. Customer shall be entitled to take all reasonable measures in defense against such claims. In addition to the costs of extrajudicial and judicial defense, the indemnification also applies to the payment of any administrative fines.

13.4 Customer reserves the right to continuously adapt the Supplier Code of Conduct on the basis of internal or external requirements. Customer shall notify the contractual partner of any material amendments at least thirty (30) days prior to the amendment taking effect. In the event of material changes that significantly increase the contractual partner's obligations, the contractual partner shall have the right to terminate the contract with fourteen (14) days' notice within thirty (30) days of receipt of the notification. The subject matter of the contract is the Supplier Code of Conduct in its current version.

13.5 Customer reserves the right to subsequently adapt Chapter 13 if a higher human rights and/or environmental risk is identified at the contractual partner as part of the regular or event-related risk analysis. The contractual partner also assures IONOS Group that it will cooperate in carrying out the regular or event-related risk analysis and provide IONOS Group with all relevant documents. The request for adjustment shall be initiated by Customer submitting a written request for change to the contractual partner at least two (2) weeks in advance. If the contracting parties are unable to agree on a corresponding adjustment within two (2) weeks of receipt of the change request, this shall constitute good cause for Customer to terminate the contract without notice.

14. Amendment and Modification

14.1 Amendments to these Terms require the written consent of both Parties in accordance with clause 1.4. The Customer may propose amendments by written notice; such amendments shall take effect only upon written acceptance by the Contractor, except as provided in clauses 14.2 and 14.3.

14.2 Notwithstanding clause 14.1, the Customer may make non-material amendments (e.g. updates of contact details, invoice addresses, or references to applicable law) by written notification with at least fourteen (14) days' notice. The Contractor may object to such amendments in writing within the notice period; absent a timely objection, the amendments shall be deemed accepted.

14.3 Material amendments affecting pricing, scope of services, or compliance obligations shall require the mutual written agreement of both Parties and a minimum notice period of thirty (30) days before taking effect.

15. Liability

15.1 Except in cases of wilful misconduct (Vorsatz) or gross negligence (grobe Fahrlässigkeit), death or personal injury, or product liability claims pursuant to the Produkthaftungsgesetz, the Contractor's total aggregate liability under or in connection with this agreement shall not exceed the total fees paid or payable by the Customer to the Contractor in the twelve (12) months preceding the event giving rise to the claim.

15.2 Neither Party shall be liable for any indirect, consequential, or special loss or damage, including loss of profit or loss of business, arising out of or in connection with this agreement, unless caused by wilful misconduct.

15.3 Carve-outs from limitation of liability: Notwithstanding clauses 15.1 and 15.2, the Contractor's liability shall be unlimited and shall not be subject to any cap, restriction, or exclusion of indirect, consequential, or special loss in respect of:

(a) any breach of the Contractor's warranty and indemnification obligations under clause 8 (Industrial property right infringements), including any actual or alleged infringement of third-party intellectual property rights (in particular patents, utility models, trademarks, registered and unregistered designs, copyrights, software and database rights, rights in confidential information and know-how, and any equivalent rights in any jurisdiction);

(b) all damages, losses, fines, settlements, royalties, license fees, costs of acquiring substitute rights of use, costs of redesign or replacement of the affected services, and reasonable external and internal legal defence costs incurred by the Customer or its affiliates in connection with such claims;

(c) loss of profit, loss of business, loss of revenue, and loss of anticipated savings to the extent such losses arise out of or in connection with the matters set out in sub-clauses (a) and (b), the exclusion in clause 15.2 being disapplied to that extent.

(d) any breach of the Contractor's obligations of confidentiality and non-disclosure under clause 9, including breaches relating to trade secrets within the meaning of the German Trade Secrets Act (Geschäftsgeheimnisgesetz, GeschGehG) and any equivalent foreign legislation, encompassing all damages, costs of injunctive and other interim relief, and reasonable external and internal legal defence costs incurred by the Customer or its affiliates, as well as any indirect or consequential loss (including, in particular, loss of competitive advantage, loss of business opportunity, loss of customer relationships, and reputational damage); the exclusion in clause 15.2 shall not apply to such liability;

(e) any breach of applicable data protection laws (in particular Regulation (EU) 2016/679 ("GDPR"), the German Federal Data Protection Act (BDSG), and any equivalent national, sector-specific, or successor legislation) or of any data processing agreement concluded between the Parties pursuant to Article 28 GDPR, encompassing (i) administrative fines and penalties imposed on the Customer or its affiliates by competent supervisory authorities; (ii) damages and other amounts payable to data subjects under Article 82 GDPR or equivalent provisions; (iii) costs of breach notification (Articles 33 and 34 GDPR), forensic investigation, identity-monitoring services, and remediation of affected data subjects; and (iv) reasonable external and internal legal defence costs; clause 15.2 shall not apply to such liability, including in respect of any indirect or consequential loss arising in connection therewith;

(f) any breach of the Contractor's cybersecurity obligations under clause 10.6 and/or the Additional Agreement on Ensuring Information Security in the Supply Chain (the "Cybersecurity Annex"), to the extent caused by wilful misconduct or gross negligence on the part of the Contractor or any of its subcontractors, employees, or vicarious agents (Erfüllungsgehilfen), encompassing (i) business interruption losses, loss of data, and costs of restoring affected systems, services, or data; (ii) administrative fines and penalties imposed on the Customer or its affiliates under Directive (EU) 2022/2555 (NIS2), Regulation (EU) 2024/2847 (Cyber Resilience Act), or their respective national implementing legislation; (iii) costs of forensic investigation, incident response, regulatory notification, and notification of affected customers, partners, or data subjects;

(iv) ransomware-related costs incurred by the Customer or its affiliates pursuant to a documented and lawful response decision; and (v) reasonable external and internal legal defence costs; clause 15.2 shall not apply to such liability, including in respect of any indirect or consequential loss arising in connection therewith.

16. Force Majeure

16.1 Neither Party shall be liable for any failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, pandemic, governmental action, or natural disasters ("Force Majeure Event"). For the avoidance of doubt, a Force Majeure Event does not include: (a) economic downturns or changes in market conditions; (b) the Contractor's financial difficulties; (c) failure of the Contractor's subcontractors, unless the subcontractor's failure is itself caused by a Force Majeure Event.

16.2 The affected Party shall notify the other Party in writing within five (5) business days of becoming aware of a Force Majeure Event, describing the event and its expected duration.

16.3 The affected Party shall use reasonable efforts to mitigate the impact of the Force Majeure Event. The delivery or performance deadline shall be extended by the duration of the Force Majeure Event.

16.4 If a Force Majeure Event continues for more than sixty (60) calendar days, either Party may terminate the affected order or contract by written notice without liability, subject to payment for services already rendered.

17. Service levels

17.1 Where applicable, quality standards, response times and service levels shall be set out in the individual order, statement of work, or a separate Service Level Agreement ("SLA") appended to the contract.

17.2 In the absence of an agreed SLA, the Contractor shall perform all services with the care and skill reasonably expected of a qualified professional in the relevant industry. For IT and digital services provided in the absence of a specific SLA, the following minimum standards apply as a baseline unless expressly varied in writing:

Availability: services shall be available for at least 99.0 % of the time in any calendar month, excluding scheduled maintenance windows communicated at least 48 hours in advance;

Incident response: critical incidents (causing complete unavailability or data loss) shall be acknowledged within 2 hours and a workaround or fix shall be provided within 8 business hours;

Change notification: the Contractor shall provide at least 10 business days' written notice of any planned change to the service that may affect its availability, security, or functionality.

17.3 Where the Contractor fails to meet agreed or baseline service levels, the Customer shall be entitled to a service credit as set out in the applicable SLA, or, in the absence of a specific credit mechanism, a proportionate reduction of the fees for the affected period. Repeated or persistent failure to meet service levels (defined as failure in any three (3) calendar months within a rolling twelve (12) month period) shall constitute a material breach entitling the Customer to terminate the affected contract with thirty (30) days' written notice.

18. Dispute resolution

18.1 In the event of a dispute, the Parties shall first attempt to resolve the matter through good-faith negotiations at operational level within ten (10) business days of written notice.

18.2 If the dispute is not resolved at operational level, either Party may escalate the matter to senior management of both Parties, who shall meet (in person or virtually) within ten (10) business days of such written notice of escalation.

18.3 If senior management negotiations fail, either Party may refer the dispute to non-binding mediation before initiating court proceedings. Mediation proceedings shall be conducted under the rules of a mutually agreed mediator or, failing agreement within ten (10) business days, under the rules of the Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS). The costs of mediation shall be shared equally. Mediation proceedings shall conclude within thirty (30) calendar days of the appointment of the mediator, unless both Parties agree in writing to an extension.

19. Concluding provisions

19.1 The place of performance is the destination designated by the Customer for the services.

19.2 The law of the Federal Republic of Germany, to the exclusion of private international law and UN Sales Law (CISG), shall apply. The exclusive place of jurisdiction for all claims and disputes resulting from or in the context of these deliveries is Berlin (Germany).

19.3 Where individual provisions of these Terms and Conditions are or become ineffective, in whole or in part, the validity of the remaining Terms and Conditions shall not be affected thereby. The ineffective provision shall be replaced by a valid provision that most closely reflects the economic intent of the Parties.

19.4 These Terms and Conditions constitute the entire agreement between the Parties with respect to their subject matter and supersede all prior representations, agreements, and understandings, whether written or oral, relating thereto. No Party has relied on any representation or warranty other than those expressly set out herein.