

General Terms and Conditions

Portus Data Centers S.à r.l.

§ 1

Scope, Form, Amendments to the GTC

- 1.1 These General Terms and Conditions ("**GTC**") apply to all business relationships between Portus Data Centers S.à r.l. with its seat in Luxembourg, registered with the the Luxembourg Trade and Companies Register under B270399, business address: 37A, Avenue J.F. Kennedy 1855, Luxembourg and/or their affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG), including future ones, in particular
- Portus Data Centers Deutschland GmbH with its seat in München, registered with the Commercial Register at the Local Court of Munich under HRB 274780, business address: Marsstraße 5, 85551 Kirchheim b. München;
 - Portus Data Centers Muenchen GmbH with its seat in München, registered with the Commercial Register at the Local Court of Munich under HRB 275141, business address: Marsstraße 5, 85551 Kirchheim b. München;
 - IPHH Internet Port Hamburg GmbH with its seat in Hamburg, registered with the Commercial Register at the Local Court of Hamburg under HRB 76071, business address: Wendenstraße 408, 20537 Hamburg;
 - Portus Data Centers IPHH4 GmbH with its seat in Hamburg, registered with the Commercial Register at the Local Court of Hamburg under HRB 178317, business address: Wendenstraße 408, 20537 Hamburg; und
 - Portus Data Centers Luxembourg SA with its seat in Luxembourg, registered with the the Luxembourg Trade and Companies Register under B136069, business address: 12D, Impasse Drosbach, 1882 Luxembourg
- hereinafter each and collectively "**Portus**" with its customers ("**Customer**"). The GTC only apply if the Customer is an entrepreneur (section 14 German Civil Code, a legal entity under public law or a special fund under public law.
- 1.2 The GTC apply to all contracts for the services to be provided by Portus. These GTC also apply if Portus sells movable items, in particular hardware, to the Customer ("**Goods**"). Unless otherwise agreed, the GTC in the version valid at the time of the Customer's order or in any case in the version last communicated to the Customer in text form shall also apply as a framework agreement for future orders placed by the Customer with Portus, without Portus having to refer the Customer to the GTC again in each individual case.
- 1.3 The GTC apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Customer shall only become part of the contract if and to the extent that Portus has expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if the Customer refers to its own General Terms and Conditions in the context of the order and Portus does not expressly object to this.
- 1.4 In addition to these GTC, additional contractual conditions, service descriptions and service level agreements ("**Supplementary Conditions**") apply to individual services and are available on the Portus website.

- 1.5 Individual agreements, e.g. in framework agreements or in the order confirmation of Portus, shall take precedence over the GTC and the Supplementary Conditions in the event of contradictions and deviations. In the event of contradictions or deviations between the GTC and the Supplementary Conditions, the Supplementary Conditions shall take precedence.
- 1.6 Legally relevant declarations and notifications by the Customer in relation to the contract (e.g. deadlines, notifications of defect, cancellations, withdrawals or reductions) must be submitted in written form.
- 1.7 References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.
- 1.8 Portus reserves the right to amend or supplement these GTC, provided the changes are reasonable for the Customer. Portus shall inform the Customer of planned changes in text form at least six weeks prior to the changes becoming effective. If the Customer does not object to the change within six weeks of receipt of the change notification, the changes shall be deemed accepted. Portus shall specifically draw the Customer's attention to the significance of his behaviour when informing him of the amendment to the GTC.

§ 2

Conclusion of Contract outside the Customer Self-Service Portal

- 2.1 Portus's offers are subject to change and non-binding, unless the offers clearly indicate Portus's intention to be bound (e.g. by being labelled as a "binding offer", specifying an acceptance period or similar). This also applies regarding catalogues, technical documentation, other product descriptions or documents provided to the Customer, in each case also in electronic form, insofar as these are not part of the Supplementary Conditions (Section 1.4). Portus reserves all ownership and copyright rights to such documents.
- 2.2 The order by the Customer shall be deemed a binding contractual offer within the meaning of section 145 German Civil Code. Unless otherwise stated in the order, Portus is entitled to accept this contractual offer within 2 weeks of its receipt by Portus.
- 2.3 Acceptance can be declared either in text form (e.g. by order confirmation) or by providing the ordered service or a partial service to the Customer.

§ 3

Conclusion of Contract via a Customer Self-Service Portal

- 3.1 The presentation of the services offered by Portus in a Customer Self-Service Portal (e.g. <https://portal.iphh.net>) does not constitute a legally binding offer, but merely an invitation to order.
- 3.2 As part of the ordering process, the Customer first places the desired services in the shopping basket. There, the desired quantities can be changed at any time or selected services can be removed completely.
- 3.3 By clicking on the button named "Order Now" in the last step of the ordering process, the Customer submits a binding offer to purchase or book the services displayed in the order overview on the conditions stated therein. Immediately after sending the order, the Customer receives an order acknowledgement, which does not, however, constitute acceptance of the contract offer by Portus. A contract between the Customer and Portus is only concluded as

soon as Portus accepts the Customer's order either in text form (e.g. by order confirmation) or by providing the ordered service to the Customer.

§ 4

Scope of Services, Use of Services by Third Parties

- 4.1 The scope of the services contractually owed by Portus results from the contract concluded with the Customer (§ 2§ 3), the overriding agreements pursuant to Section 1.5 and these GTC. Unless expressly agreed otherwise, Portus is not obliged to take out or maintain any insurance for the customer's equipment stored at Portus. The customer is obliged to take out IT liability insurance (Section 7.6) and, if applicable, insurance for Goods Subject to Retention of Title (Section 10.2). Beyond that it is the customer's responsibility to ensure adequate insurance cover for the equipment stored at Portus and to take out and maintain appropriate insurance (e.g. electronics insurance).
- 4.2 Portus shall provide the services owed in accordance with the recognised code of practice. Further provisions on the standard of the services and their properties shall be made in individual agreements between Portus and the Customer and in the Supplementary Conditions.
- 4.3 Portus only owes data backup to the Customer if and to the extent that this is expressly regulated in the individual agreements between Portus and the Customer or in the Supplementary Conditions.
- 4.4 The legal categorisation of the contracts concluded between Portus and the Customer depends in each case on the contractual agreements and the focus of the services to be provided by Portus. In case of doubt, contracts are to be regarded as service contracts within the meaning of section 611 German Civil Code and Portus owes proper performance, but not the achievement of a certain goal.
- 4.5 Portus is authorised to use third parties as vicarious agents in the provision of its services.
- 4.6 Insofar as the Customer does not purchase Goods from Portus (Section 1.2), Portus grants the Customer a right to use the hardware and/or storage, computing and network resources provided by Portus as part of the services for the duration of the contract term (§ 5) in accordance with the purpose of the intended use.
- 4.7 Unless a transfer of the software for permanent use is expressly agreed, Portus only grants the Customer a simple, non-transferable, non-sublicensable right of use to software that Portus makes available to the Customer in connection with the services, limited in time to the term of the contract (Section § 5) and limited in content to the purpose of the intended use. Insofar as this concerns software not developed by Portus, the software is also subject to the licence conditions that Portus makes available to the Customer together with the offer or to which reference is made in the offer or in the Supplementary Conditions, with a reference to where these can be viewed. All other rights remain with Portus.
- 4.8 Voluntary services of Portus, which exceed the contractually agreed services in terms of type and/or scope, can be discontinued by Portus at any time and without prior notice. Claims for fulfilment or compensation by the Customer are excluded in this regard.
- 4.9 Use of the services offered by third parties is only permitted with written authorisation from Portus, which may only be refused for objective reasons, unless the purpose of the contract dictates otherwise. Third parties do not include persons who (i.) work for the company or in the Customer's business area for the Customer, insofar as they use Portus's services with

the Customer's authorisation as part of their work for the company and in the Customer's interest, such as the Customer's IT service providers, or (ii.) use the service as a third-party Customer of a Customer who acts as a reseller or sales partner for Portus.

- 4.10 The Customer must ensure that persons who are given access to Portus services by the Customer use them in accordance with his own obligations and duties, in particular § 7. The Customer is liable for all damages and is obliged to pay all fees arising from the authorised or unauthorised use of the services offered by Portus to him, persons attributable to him or third parties, if and insofar as the Customer is responsible for such use.

§ 5

Contract Term

- 5.1 The following applies to contracts for recurring services over an extended period (continuing obligations):
- 5.2 Unless the individual agreements between Portus and the Customer and the Supplementary Conditions provide for a different contract term and/or cancellation period, the contract term is one year ("**Minimum Term**") from the day the service is operationally available, i.e. the date on which the Customer can use the service from Portus for the first time. After expiry of the Minimum Term, the contractual relationship is extended indefinitely and Portus and the Customer are entitled to terminate the extended contractual relationship at any time by giving two months' notice effective at the end of the month.
- 5.3 The right to terminate for cause remains unaffected. Cause exists in particular in the event of serious or continued breaches of the contractual provisions and if the contract cannot be implemented. Cause shall also be deemed to exist if
- a) proceedings are instituted against the other party to obtain a statement of assets pursuant to sections 802c et seq. German Code of Civil Procedure or comparable proceedings under a foreign legal system are being or have been conducted against the other party,
 - b) a significant deterioration occurs or threatens to occur in the financial circumstances of the other party which seriously jeopardises the provision of the service owed by this party.
- 5.4 After termination of the contract, the Customer must return all items received from Portus under the contract which the Customer has not purchased from Portus to Portus at their own expense within 14 days.

§ 6

Performance Period, Deadlines and Delay in Performance

- 6.1 The performance period shall be agreed individually or specified by Portus upon acceptance of the Customer's order. Deadlines communicated to the Customer by Portus are non-binding, unless the binding nature of a specific deadline is expressly agreed or confirmed by Portus.
- 6.2 If Portus is unable to meet binding performance deadlines for reasons for which Portus is not responsible (non-availability of the service), Portus shall immediately inform the Customer and at the same time inform the Customer of the expected new performance deadline. If the service is also not available within the new performance period, Portus shall be entitled to

withdraw from the contract in whole or in part; Portus shall immediately reimburse any consideration already provided by the Customer. Non-availability of the service exists in particular, if Portus's suppliers (such as network providers and software manufacturers) fail to deliver or provide services on time, if Portus has concluded a congruent covering transaction, in the event of other disruptions in the supply chain, in the event of force majeure, for example due to natural disasters, pandemics or wars, or if Portus is not obliged to procure the service in individual cases.

- 6.3 The occurrence of a delay in delivery by Portus shall be determined in accordance with the statutory provisions. In any case, however, a notice from the Customer is required.
- 6.4 The rights of the Customer pursuant to Section 8 of these GTC and the statutory rights of Portus, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or supplementary performance), shall remain unaffected.

§ 7

Obligations of the Customer to Cooperate and Refrain

- 7.1 The Customer must provide the necessary and conducive acts of cooperation for the provision of services by Portus, considering the interests of both parties. In particular, the Customer is obliged to
- a) provide Portus without undue delay with the information necessary or useful for the proper fulfilment of the contract (including address, contact details, contact persons and, if applicable, IP addresses) and any changes thereto
 - b) immediately report any recognisable defects or disruptions to Portus's services,
 - c) in the event of a recognisable defects or disruptions to Portus's services, to take and facilitate all necessary and reasonable measures that can prevent or mitigate damage and/or facilitate the detection and elimination of disruptions or damage,
 - d) to keep its access data secret and
 - e) to perform regular data backups, unless the performance of data backups has been expressly agreed as a service of Portus.
- 7.2 The Customer is obliged, at his own expense, to provide the necessary advance services required by Portus for the provision of services from the Customer or third parties (e.g. transmission paths, hardware or software, electricity, storage space, access to premises) or authorisations of third parties, which are not expressly part of Portus's service according to the contractual provisions, for the duration of the contract to the extent necessary.
- 7.3 If the Customer does not fulfil his duties to cooperate in accordance with Section 7.1 or Section 7.2 ("**Duties to Cooperate**"), or does not do so on time or in full, and Portus is therefore unable to provide its services in whole or in part within the agreed time, the period agreed for the provision of services is extended accordingly. If Portus is prevented from providing the services it owes in whole or in part due to the late or incomplete fulfilment of the Duties to Cooperate, Portus may nevertheless demand the agreed remuneration without being obliged to provide subsequent performance. The value of what Portus saves as a result of the failure to provide the services or what Portus gains or maliciously fails to gain through other use of its resources planned for the provision of services to the Customer is deducted from the remuneration payable. Portus shall not be liable for damages resulting from a breach

of the Duties to Cooperate. Default of the Customer with its Duties to Cooperate does not require a request of Portus to the Customer to fulfil the Customer's obligations to cooperate or a notice if the Customer.

- 7.4 The Customer is prohibited ("**Duty of Omission**") to
- a) make unauthorised interventions in the information technology systems used by Portus to provide the service ("**IT Infrastructure of Portus**"),
 - b) use equipment or software that could lead to impairment of the physical or logical structure of the IT-infrastructure of Portus,
 - c) use the services provided by Portus in a way that could infringe the rights of third parties,
 - d) use the services provided by Portus for racist, discriminatory, pornographic purposes, purposes that jeopardise the protection of minors or otherwise unlawful purposes or purposes that violate judicial or official regulations or requirements, or to store corresponding data on the IT Infrastructure of Portus, or
 - e) use the IT infrastructure of Portus for the operation of anonymisation services, P2P file-sharing networks, the mass sending of unsolicited emails ("**Spam**"), the operation of botnets and the execution of denial-of-service attacks ("**DoS Attacks**") or other cyber-attacks.
- 7.5 In the event of a culpable breach of the Duties to Cooperate or the Duty of Omission on the part of the Customer, Portus is entitled to seek compensation for the damage incurred by Portus as a result, including any additional expenses. The Customer shall also indemnify Portus against any claims by third parties for which he is responsible, including the costs incurred because of such claims. Further claims and rights of Portus, such as the right to withdraw from the contract under the statutory preconditions, remain unaffected.
- 7.6 The Customer is obliged to maintain IT liability insurance with sufficient coverage to adequately cover any claims by Portus in accordance with Section 7.5 and the risks arising from the operation of the Customer's equipment stored at Portus. The IT liability insurance must include financial losses and provide for damage to data to be treated as property damage. The Customer must present the insurance policy and proof of payment of the premiums to Portus upon request.
- 7.7 The Customer shall grant Portus and its vicarious agents a simple, non-transferable, non-sublicensable right of use, limited to the term of the contract (§ 5) and limited to use in connection with the services, to software provided to Portus by the Customer.
- 7.8 The Customer shall notify Portus immediately in writing if
- a) a significant deterioration occurs or threatens to occur in the Customer's financial circumstances which seriously jeopardises the provision of the services owed by the Customer to Portus or the remuneration of Portus,
 - b) the Customer has grounds for the opening of insolvency proceedings within the meaning of sections 16 et seq. German Insolvency Act ("**InsO**") or comparable proceedings under a foreign legal system,
 - c) (i.) the Customer has filed an application for the opening of insolvency proceedings against its assets within the meaning of section 13 InsO or a corresponding application

in comparable proceedings under a foreign legal system, or (ii.) if the Customer becomes aware of such an application by a third party, or

- d) proceedings are instituted against the Customer to obtain a declaration of assets pursuant to sections 802c et seq. German Code of Civil Procedure or comparable proceedings under a foreign legal system are conducted against the Customer.

§ 8

Delivery, Transfer of Risk, Acceptance, Default of Acceptance

- 8.1 The place of performance for the services of Portus and any supplementary performance is the registered office of Portus in Hamburg. The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer, at the latest, upon handover. In the case of sale by despatch, section 447 German Civil Code applies. If acceptance has been agreed, this shall be decisive for the transfer of risk. If the Customer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.
- 8.2 If the Customer is in default of acceptance, Portus shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g. storage costs). Portus's further claims remain unaffected.

§ 9

Prices and Terms of Payment, Price Adjustment

- 9.1 All prices are subject to statutory value added tax.
- 9.2 The remuneration for services provided by Portus at a flat rate is payable in advance for each billing period from the time the services are ready for operation. If Portus only provides its services during part of a billing period, the remuneration is payable proportionally based on the agreed flat rate. The remuneration for other services, in particular usage-dependent services, is payable after the service has been provided on the third working day following the end of the billing period. Unless otherwise agreed, the billing period is the calendar month.
- 9.3 If Portus's services are to be remunerated based on personnel time and effort, invoicing shall be based on the hourly rates agreed between Portus and the Customer. Billing shall be in units of 0.25 man-hours. Unless otherwise agreed, Portus shall decide at its reasonable discretion which personnel (professional specialisation and experience) shall be deployed to provide the service.
- 9.4 Invoices shall be sent by e-mail to the address specified for this purpose in the offer, unless the Customer expressly requests a different form of invoicing. The Customer is obliged to ensure that the e-mail address provided by him is accessible and that the receipt of e-mails is not prevented by technical equipment (e.g. Spam filters). Portus must be informed immediately of any changes to the e-mail address. An e-mail shall be deemed to have been received if it has been sent to the last e-mail address provided and no delivery failure notification is received.
- 9.5 Objections to the invoice must be made in writing to Portus within 6 weeks of receipt of the invoice and must be substantiated. Invoices not objected to after this period shall be deemed approved. If the Customer was prevented from complying with this objection period through no fault of his own, he may raise the objections within two weeks of the obstacle ceasing to exist, but at the latest within one year of receipt of the invoice. Portus shall expressly inform the Customer of the consequences of their inaction when sending the invoice. If the Customer

reprehends individual items of an invoice, the remainder of the invoice must be settled in full within the payment period specified in Section 9.6. The Customer is only entitled to a right of retention in accordance with Section 9.9 of these GTC.

- 9.6 The remuneration for the services provided by Portus is payable within 7 days of receipt of a proper invoice by the Customer, unless a different payment deadline has been agreed.
- 9.7 Upon expiry of the aforementioned payment deadline, the Customer shall be in default without further notice (section 286 para. 2 no. 2 German Civil Code). Portus's claim to the commercial interest on arrears (section 353 German Commercial Code) against merchants remains unaffected. In the event of default by the Customer
- a) Portus's remuneration shall bear interest at the applicable statutory default interest rate for the duration of the default,
 - b) the Customer is obliged to pay a lump sum of EUR 40.00 to Portus in accordance with section 299 para. 5 sentence 1 German Civil Code,
 - c) Portus shall be entitled to withhold further services to the Customer in whole or in part by declaration to the Customer. In the event that Portus exercises a right of retention, the Customer shall remain obliged to pay the remuneration owed to Portus, including such remuneration components that only become due after Portus has exercised its right of retention,
 - d) Portus is entitled to terminate the contractual relationship under the statutory conditions,
 - e) Portus shall be entitled to make use of its statutory landlord's right of distress, if any, and to retain and/or deactivate all equipment provided by the Customer until all outstanding claims of Portus have been settled in full, and to utilise it in accordance with the statutory requirements, and
 - f) Portus reserves the right to assert further damages caused by default.

Further statutory rights of Portus remain unaffected.

- 9.8 Portus is authorised to demand a SEPA direct debit mandate from the Customer for the collection of the remuneration owed by him. Payment of recurring fees of less than EUR 100.00 net can only be made by direct debit. Portus shall inform the Customer of the amount of the fee to be collected and the date of collection no later than two days before the direct debit.
- 9.9 The Customer is only entitled to set-off or retention rights insofar as his claim has been legally established or is undisputed. The Customer shall only be entitled to assert a right of retention due to counterclaims arising from this contract. In the event of defects in Portus's services, the Customer's counter-rights, in particular in accordance with § 11 of these GTC, shall remain unaffected.
- 9.10 If it becomes apparent after conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that Portus's claim to payment of its remuneration is jeopardised by the Customer's inability to pay, Portus is entitled to refuse performance in accordance with the statutory provisions and – if necessary after setting a deadline – to withdraw from the contract (section 321 German Civil Code) or, if it is a continuing obligation, to terminate the contract for good cause. As a guideline for appropriate level of the security to be provided for a contractual month within the meaning of section 321 German Civil Code,

this must be twice the amount of an average or expected monthly fee for all services purchased by the Customer.

- 9.11 Portus is entitled and – in the event of a price reduction – obliged to adjust the remuneration to be paid by the Customer at its reasonable discretion to the development of the costs that are decisive for the price calculation of Portus ("**Price Adjustment**"). The remuneration may be increased and reduced if, for example, the costs for the procurement of hardware and software as well as energy, the use of communication networks or labour costs increase or decrease or other changes in the economic or legal framework conditions lead to a changed cost situation. Increases in one type of cost, e.g. labour costs, may only be used for a price increase to the extent that they are not offset by any reduction in costs in other areas, such as the costs of hardware and software. In the event of cost reductions, e.g. in hardware costs, Portus shall reduce the prices insofar as these cost reductions are not fully or partially offset by increases in other areas. Portus shall inform the Customer of the Price Adjustment in text form no later than six weeks before the fee adjustment comes into effect. If the Customer does not agree with a Price Adjustment that is unfavourable to him, he can terminate the contractual relationship concerned for cause at the time the fee adjustment is intended to take effect. If the Customer does not terminate the contractual relationship, the Price Adjustment shall be deemed to have been approved by the Customer. Portus shall specifically draw the Customer's attention to the intended significance of his behaviour with the notification of the Price Adjustment.

§ 10 Retention of Title

- 10.1 Insofar as the Customer purchases Goods from Portus within the meaning of Section 1.2 , the following applies to the transfer of ownership:
- 10.2 Until full payment of all current and future claims of Portus arising from the business relationship, the goods sold ("**Goods Subject to Retention of Title**") shall remain the property of Portus. The Goods Subject to Retention of Title must be treated with care and insured at the Customer's expense against loss and damage at replacement value. The Customer must present the insurance policy and proof of payment of the premiums to Portus upon request. The Goods Subject to Retention of Title may neither be pledged to third parties nor assigned as security. The Customer must inform Portus without undue delay if an application is made to open insolvency proceedings or if the Goods Subject to Retention of Title are seized by third parties (e.g. seizures).
- 10.3 If the Customer acts in breach of contract, in particular in the event of non-payment of the purchase price due, Portus is entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the Goods Subject to Retention of Title based on its ownership rights.
- 10.4 The processing or transformation of the Goods Subject to Retention of Title, to which the Customer remains authorised, shall always be carried out for Portus as the manufacturer. If Portus's (co-)ownership expires due to combination or sale, the Customer hereby assigns the resulting claims to Portus in proportion to the value. The Customer is authorised to resell the Goods Subject to Retention of Title in the ordinary course of business. In this case, however, he hereby assigns to Portus all claims arising from such a resale. The Customer shall remain authorised to collect the assigned claims until revoked.

§ 11

Warranty

- 11.1 Portus provides a warranty in accordance with the respective statutory provisions applicable to the contractual relationship in question (see also Section 4.3), unless otherwise specified below.
- 11.2 Portus provides no warranty if the service disruption is due to (i.) a breach of the Customer's obligations to cooperate or refrain from doing so (see § 7), (ii.) information technology systems provided by the Customer, in particular software, or (iii.) the behaviour of third parties which is not attributable to Portus and for which Portus is not otherwise liable irrespective of fault.
- 11.3 In the event of a service disruption, the Customer is obliged to take and facilitate all necessary and reasonable measures that may prevent or mitigate damage or facilitate the detection and removal of disruptions or damage, see Section 7.1c). This may include Portus temporarily interrupting its services in whole or in part or restricting them in some other way. Portus may also choose to rectify the disruption by remote maintenance.
- 11.4 In the event of defects in Goods, rights and other items that Portus has sold to the Customer, the following shall apply:
- a) Portus is entitled to choose to provide supplementary performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). Portus is also entitled to make supplementary performance dependent on the Customer paying the remuneration due. However, the Customer is entitled to retain a reasonable part of the remuneration in relation to the defect.
 - b) Supplementary performance does not include the dismantling, removal or deinstallation of the defective item or the installment, fitting or installation of a defect-free item if Portus was not originally obliged to provide these services; the Customer's claims for reimbursement of corresponding costs remain unaffected.
- 11.5 The expenses required for the purpose of inspection and supplementary performance or disruption rectification, in particular transport, travel, labour and material costs as well as any dismantling and installation costs, shall be borne or reimbursed by Portus in accordance with the statutory provisions and these GTC if a defect exists. Otherwise, Portus may demand reimbursement from the Customer for the costs incurred as a result of the unjustified request to rectify the defect or the unjustified disruption report if the Customer knew or could have recognised that there was in fact no defect or no disruption for which Portus was responsible.
- 11.6 Claims by the Customer for compensation or reimbursement of futile expenses (section 284 German Civil Code) also exist in the case of defects in contractual services or services under a contract for work and labour only in accordance with § 12 and Section § 13

§ 12

Other Liability

- 12.1 Unless otherwise stated in these GTC, the Supplementary Conditions and the individual agreements between Portus and the Customer, Portus shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

- 12.2 Subject to further statutory limitations of liability (e.g. due diligence in one's own affairs, Portus shall be liable for damages – irrespective of the legal basis – within the scope of fault-based liability in the event of simple negligence only for
- a) damages resulting from injury to life, limb or health,
 - b) damages arising from the breach of an essential contractual obligation (i.e. an obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely and whose breach jeopardises the achievement of the purpose of the contract); in this case, however, Portus's liability is limited to compensation for foreseeable, typically occurring damage.
- 12.3 If Portus provides services that are subject to the provisions of tenancy law (Sections 535 et seq. German Civil Code), the following shall apply in addition:
- a) The landlord's strict liability pursuant to Section 536a (1), 1st alternative German Civil Code for defects existing at the time of conclusion of the contract is excluded;
 - b) Portus shall not be liable for disruptions to the rental use caused by third parties, including other customers of Portus, unless and insofar as Portus itself is not at fault. However, Portus shall endeavour to remedy any disruptions reported to it within the scope of Portus' legal possibilities.
- 12.4 Portus shall not be liable for damage to or disruption of the customer's equipment stored at Portus (e.g. due to water and fire damage or the failure or impairment of power and internet connections) attributable to third parties, including other customers of Portus, unless and insofar as Portus itself is not at fault.
- 12.5 Portus shall not be liable for the loss of the Customer's data insofar as the damage is due to the Customer failure to perform data backups and thereby ensure that lost data can be restored with reasonable effort. Sentence 1 does not apply if the data backup is the subject of Portus's services.
- 12.6 The limitations of liability resulting from Section 12.2 to Section 12.5 also apply to third parties and in the event of breaches of duty by persons (including in their favour) whose fault Portus is responsible for in accordance with statutory provisions.
- 12.7 The limitations of liability resulting from Section 12.2 to Section 12.5 shall not apply in the event of fraudulent intent wilful misconduct or gross negligence by Portus, if Portus has assumed a guarantee and for claims by the Customer under the Product Liability Act.
- 12.8 The above provisions of this Section 12 apply accordingly to the reimbursement of futile expenses (section 284 German Civil Code).

§ 13

Statute of Limitations

- 13.1 The limitation period for claims of the Customer arising from or in connection with legal relationships to which these GTC apply is one year. The limitation period begins
- a) for the claims specified in section 437 no. 1 and 3 German Civil Code with the delivery of the Goods or the rights or other items sold by Portus to the Customer,
 - b) in the case of the claims specified in section 634 nos. 1, 2 and 4 German Civil Code, upon acceptance and

- c) otherwise at the end of the calendar year in which the claim arose and the Customer becomes aware, or should have become aware of them without gross negligence, of the circumstances giving rise to the claim and the identity of the debtor.

Mandatory statutory special provisions on the statute of limitations remain unaffected.

- 13.2 The above limitation periods shall also apply to contractual and non-contractual claims for damages by the Customer that are based on a defect or the defectiveness of the services provided by Portus, unless the application of the regular statutory limitation period (sections 195, 199 German Civil Code) would lead to a shorter limitation period in individual cases. However, claims for damages by the Customer in accordance with Section 12.2 sentence 1 and 12.2a) and in the cases of Section 12.7 shall become time-barred exclusively in accordance with the statutory limitation periods.

§ 14 Confidentiality

- 14.1 For the duration of their business relationship and for a period of five years after its termination, Portus and the Customer shall be obliged to maintain confidentiality regarding all Confidential Information disclosed in connection with contractual negotiations or the concluded contracts, to protect it against access by unauthorised third parties and to use it only for the purpose specified in the contract. "**Confidential Information**" is all information and documents of a party that are marked as confidential or are to be regarded as confidential based on the circumstances, in particular information about products of the respective party, including object codes, documentation and other documents, operational processes, business relationships and know-how.
- 14.2 Excluded from the confidentiality obligation in Section 14.1 is such Confidential Information (i.) which was demonstrably already known to the recipient at the time of conclusion of the contract or subsequently becomes known to the recipient from a third party without violating any confidentiality agreement, statutory provisions or official orders; (ii.) which is publicly known upon conclusion of the contract or subsequently becomes publicly known, provided this is not based on a breach of this contract; or (iii.) which must be disclosed due to legal obligations or by order of a court or authority. To the extent permissible and possible, the recipient obliged to disclose such information shall notify the other party in advance and give it the opportunity to take action against the disclosure.

§ 15

Final Provisions

- 15.1 The assignment of the Customer's rights and obligations arising from the business relationship with Portus shall require the prior written consent of Portus. section 354a German Commercial Code remains unaffected.
- 15.2 Where these GTC, the Supplementary Conditions or the individual agreements between the Customer and Portus provide for the written form or a written declaration, reference is made to the written form within the meaning of section 126 German Civil Code; a transmission by telecommunication of a handwritten signed declaration, for example as a scan, is sufficient to comply with the written form. The written form can also be replaced by the electronic form in accordance with section 126a German Civil Code. Notwithstanding section 126a Para. 1 German Civil Code, the electronic form shall also be deemed to have been fulfilled if an advanced electronic signature is used instead of a qualified electronic signature or if an electronic signature platform, such as AdobeSign or DocuSign, is used for the signature of the

relevant declaration(s), which Portus and the Customer have agreed to use with regard to the relevant declaration(s). If Portus and the Customer sign a specific document via the same electronic signature platform, the written form shall be deemed to have been fulfilled for that document section 127 para. 2 German Civil Code does not apply.

- 15.3 These GTC and the contractual relationship between Portus and the Customer shall be governed by the substantive law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods. In the event of any discrepancies between versions of these GTC in languages other than German, the German version and its interpretation shall be authoritative for the contracting parties.
- 15.4 The exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the respective registered office of the contracting Portus entity. Portus remains entitled in all cases to take legal action at the place of fulfilment of the performance obligation in accordance with these GTC or an overriding individual agreement or at the Customer's general place of jurisdiction. Primary statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

Status: 19 December 2025