

A. Special Contract Terms and Conditions for the Colocation/Housing service profile

1. Subject of contract

- (1) These special contract terms and conditions regulate the "Colocation and Housing" service profile, i.e. temporary provision of IT infrastructure (e.g. spaces for housing, racks and IaaS) in First Colo's data center.
- (2) These contract terms and conditions apply by way of addition to First Colo's General Contract Terms and Conditions.
- (3) The order and the respective description of services show the content, scope and limits of the contractual services, in particular the IT infrastructure provided and the technical components as well as the (support) services to be rendered in this connection and times of handover.
- (4) Unless there is an agreement to the contrary, First Colo does not owe provision of the customer's internet access or servicing or monitoring the devices provided by the customer.

2. Customer's rights and duties

- (1) The customer is obliged to comply with First Colo's House Rules, which are an integral part of this contractual relationship.
- (2) The customer shall receive the right to use the infrastructure subject to the contract in data center for the duration of the contractual relationship, in particular to install, operate and service/maintain its own hardware and software.
- (3) Unless otherwise contractually agreed, the customer's facilities shall be installed and set up at its own expense and risk.
- (4) Customer devices must comply with the statutory regulations and the state of the art, be approved for connection by First Colo, and be in a perfect state at all times such that they do not impair other devices and facilities. The customer is prohibited from undertaking permanent or structural changes to leased spaces for housing and/or to the data center, in particular to raise the floor covering, to drill holes, or to carry out work and changes in the underfloor or on the cable routing.
- (5) The customer undertakes to use First Colo's services properly. In particular, it is obliged not to misuse First Colo's services and infrastructure, not to undertake any unlawful or illegal actions, and not to impair First Colo's technical infrastructure.
- (6) As part of complying with the statutory and contractual rules, the customer is also responsible for third parties acting on its behalf.
- (7) Without undue delay, the customer must give notification of any defects in or damage to First Colo's infrastructure and its facility that are evident and take all measures that enable the defects or damage and their causes to be pinpointed and which facilitate and accelerate actions to remedy the disruption.
- (8) Subletting the IT infrastructure, either wholly or partially, or otherwise allowing third parties to use it, is only permissible with First Colo's prior consent.

3. Insurance

- (1) The customer shall insure the customer devices for the period of the contract. This includes statutory commercial (electrical) liability insurance of at least three million (3,000,000) euro. The insurance policy shall be submitted to First Colo upon request.
- (2) The customer shall be liable for all losses for which it bears responsibility arising from impermissible use of access or third party use of the IT infrastructure.

4. Access

- (1) First Colo must be provided with the names of the persons with access rights and informed without undue delay when there are changes to the persons with access authorisation.
- (2) The customer is obliged to keep the access rights and passwords received from First Colo strictly secret and protect them from unauthorised third party use. The customer shall inform First Colo without undue delay as soon as it obtains knowledge that unauthorised third parties have become aware of these access rights (e.g. passwords).

5. Maintenance and servicing

- (1) Disruption to the IT infrastructure lying within First Colo's sphere of responsibility shall be remedied as soon as possible within the framework of existing technical and operational means, if possible at a time which is convenient for the customer, such as at night. In all other respects, the provisions of the SLA shall apply to the corresponding service profile.
- (2) First Colo shall inform the customer of planned maintenance and repair work at an early stage so as to keep disruption to a minimum. If and to the extent the measures referred to above result in downtimes, these will not be taken into account when calculating availability periods etc. pursuant to the SLA's provisions.
- (3) First Colo has the right to enter the leased and/or provided infrastructure and take all measures to reduce and remedy any risk to life and/or third party property. The duty to inform the customer without undue delay remains unaffected.

6. Consequences of ending the contract

- (1) When the contract expires, the customer shall dismantle and remove its facility within one (1) week at its own expense and return items belonging to First Colo and provided to the customer without undue delay at the customer's risk and expense. In addition, the infrastructure shall be returned in a clean state and in the condition in which it was provided to the customer. All access rights shall be transferred to First Colo without undue delay. A record of return shall be completed and signed by the parties.
- (2) First Colo reserves a lien on custom devices brought onto First Colo's premises. Exempted from this are personal data and data carriers on which personal data are stored.

7. Final provisions

- (1) Should individual provisions in these contract terms and conditions including its integral parts prove to be invalid or infeasible, this shall not affect the validity of these

GTCs' remaining provisions.

- (2) In such case, the invalid or infeasible provision shall be replaced by a new provision corresponding to the purpose intended and applying from the time when the invalidity commenced.