

A. Special Contract Terms and Conditions for the Hosting and Cloud-Based Services service profile

1. Subject of contract

- (1) These special contract terms and conditions regulate the Hosting and Cloud-Based Services service profile, i.e. temporary provision of a hosted and/or decentral IT environment for the customer at First Colo's data centers and rendering services connected with this.
- (2) First Colo does not owe guaranteed customer access to the internet or the operation of data routes or networks as part of the internet.
- (3) These contract terms and conditions apply by way of addition and/or alongside First Colo's GTC. In case of conflict, these contract terms and conditions shall take precedence over the provisions of the GTC.
- (4) The regulations in the order and the respective description of services shall govern the content and scope of the IT environment provided at the data center, its technical components, and the services to be rendered in this respect.
- (5) Unless contractually agreed to the contrary,
 - (a) installation,
 - (b) customer-specific modifications and customising, and
 - (c) instructions, training sessions, and other consultancy and maintenance services do not form part of the subject of contract owed as part of this service profile. These are to be agreed on separately.

2. Customer's general rights and duties

- (1) The customer is obliged not to misuse the IT environment or associated services, not to upload, use or store data or content in breach of legal regulations, and not to infringe third-party IP rights or copyrights or any other third-party rights.
- (2) First Colo shall be indemnified against any third-party claims derived from unlawful use of the Hosting environment by the customer or with its consent. These include but are not limited to third-party claims under data protection or copyright law that are connected to the use. If it is or should be evident to the customer that such breach is imminent, it has a duty to inform First Colo of this without undue delay.
- (3) The customer is obliged to treat the login details (in particular user names and passwords) as confidential vis-à-vis unauthorised third parties and to keep them secret. The customer shall take suitable internal measures to ensure that the login details are not passed on to unauthorised third parties.
- (4) Where is sufficient suspicion that there has been a breach of the customer's duties under the paragraphs referred to above, and if there is imminent danger, First Colo may temporarily block the service affected (e.g. the websites affected) and/or secure the data affected until the matter

has been clarified. First Colo has no duty to check whether customer content is unlawful. In any event, and to the extent technically possible and reasonable, the block shall be limited to the possibly unlawful content and services. The customer shall be informed of the block without undue delay, stating grounds, and requested to remove the possibly unlawful content, to set out actions to secure and document the content and/or set out its lawfulness, and if necessary to provide proof thereof itself.

- (5) Blocking the service shall not deprive First Colo of its claim to remuneration.
- (6) Where the customer administers, organises or distributes software usage rights (licences) itself on the servers and/or in the hosting environment, it shall be exclusively obliged to undertake the licencing in a correct manner.

3. Usage rights

- (1) Unless an agreement has been made to the contrary, where provision of licensed software is needed to render the contractual services, First Colo shall grant the customer a limited, simple (non-exclusive) right to use the First Colo and external software provided, restricted to the contract's term and subject to complete and timely payment of the remuneration agreed on.
- (2) Unless an agreement has been made to the contrary, making copies, forwarding and transferring and/or sub-licensing is only permissible with First Colo's prior consent.
- (3) Continued use after the contract ends is not permitted; the customer shall delete copies of software provided after the contract ends.
- (4) If and to the extent that open source software (OSS) is used, the respective valid licence provisions of the software provider also apply. Upon request, First Colo will provide these to the customer unless there is a duty to do so in any case due to the licence provisions.
- (5) In all other respects, the respective software vendor's licence provisions shall apply, as well as First Colo's additional vendor or software-specific conditions if these are relevant.
- (6) In the event that the subject of contract includes services subject to the Service Provider Licence Agreement ("SPLA") between Microsoft Cooperation ("Microsoft"), the contractual parties shall sign the corresponding separate agreement and attach it to this contract as an annex.

4. 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.