

LOCAL DE-CIX TERMS AND CONDITIONS (EUROPEAN UNION)

1. Scope

These Local DE-CIX Terms and Conditions of Business, European Union ("DE-CIX Terms and Conditions EU") of the DE-CIX group company shown on the cover sheet of the DE-CIX Agreement ("DE-CIX") are an integral part of the DE-CIX Agreement between the parties.

2. Liability

- 2.1 The parties shall be liable to each other under the general legal provisions if the other party asserts claims for compensation of damage that are based on intent or gross negligence, including intent or gross negligence of the representatives or vicarious agents.
- 2.2 If one party is accused of negligent breach of a primary, material contractual obligation and the fulfillment of this obligation is required for proper performance of the agreement, the breach of this obligation poses a risk to the achievement

of the contractual purpose, and the client can regularly rely upon the compliance with this obligation, this party's liability for compensation of damage is limited to the foreseeable damage that typically occurs.

- 2.3 This is without prejudice to liability for culpable injury to life, limb or health.
- 2.4 This is also without prejudice to liability under the Product Liability Act.
- 2.5 All other liability of the parties is excluded.

3. Severability clause

If a provision in these General Terms and Conditions or other contractual provision is or becomes invalid, this will not affect the validity of the remaining provisions or agreements. That will not apply if compliance with the contract would constitute an intolerable hardship for one of the parties to it.