

DE-CIX GLOBAL GENERAL TERMS AND CONDITIONS OF BUSINESS

1. DE-CIX Group

The DE-CIX company listed on the cover sheet of this DE-CIX Agreement is part of the global DE-CIX group. The DE-CIX group companies will each provide DE-CIX services within their regional or national area of responsibility. Each DE-CIX group company is an independent legal entity.

2. Conclusion of the Agreement, orders for DE-CIX services

2.1 The DE-CIX Agreement shall be formed either

2.1.1 upon DE-CIX's acceptance of a cover sheet, signed and returned by the customer, or

2.1.2 by integrating the parts of the DE-CIX Agreement into a Service Order Form (SOF).

2.2 The provisions of the DE-CIX Agreement, including all integral parts thereof, apply exclusively. Contradictory or deviating terms of the customer have no effect, even if, in awareness of contradictory or deviating terms of the customer, some or all of the services are performed without objecting to the terms of the customer.

2.3 SOFs sent by the customer to DE-CIX, regardless of whether in written, electronic, or other form, are binding orders of the customer, which must be accepted by DE-CIX. DE-CIX will accept these either by making an express declaration in text form (e.g., fax, email, on paper) or by providing the agreed DE-CIX services and notifying the customer that they are being provided.

3. Parts of the Agreement, scope, priority, collateral agreements

3.1 The parts of the Agreement are listed in descending order of priority on the cover sheet or in the clause for integration into the SOF. In the event of contradictions or uncertainty about interpretation, the document with next-highest priority shall take precedence.

3.2 The provisions of all components of the DE-CIX Agreement will also apply to later SOFs without express integration, unless the parties to the Agreement specifically agree to a different provision.

3.3 The DE CIX Agreement and its parts listed on the cover sheet represent the entire content of the Agreement. There are no oral collateral agreements.

3.4 Upon conclusion of the DE-CIX Agreement or an SOF, each party shall give the other party (by using the data entry form provided) the names of person who are authorized to submit and accept declarations, in particular contractual declarations. The contact information of the contact persons must be regularly reviewed for accuracy and updated. Either party can reject a declaration that is submitted by an unauthorized person, unless this person can prove his/her authorization in a suitable manner, e.g., by power of attorney or Commercial Register excerpt.

4. Amendments to contractual provisions

4.1 Notwithstanding the provision in Section 6, DE-CIX may amend the terms of the DE-CIX Agreement and its parts with the consent of the customer, if the amendment

4.1.1 is editorial in nature or is merely for clarification, without amending the content of the provisions, or

4.1.2 replaces a provision declared to be invalid with a valid provision, if performance of the Agreement would otherwise be impaired, or

4.1.3 is needed to restore the quid pro quo relationship that existed at the time of conclusion of the Agreement, if this was distorted significantly for DE-CIX and could neither be foreseen nor influenced.

4.2 DE-CIX will inform the customer of the terms to be amended under Section 4.1, at least four (4) weeks before they take effect, by highlighting the changes in text form (e.g., fax, email, on paper). Consent will be considered granted by the customer if it has not advised DE-CIX in text form (e.g., fax, email, on paper) that it rejects the amendments by the time they take effect. DE-CIX shall specifically inform the customer about this effect of consent in its notification.

4.3 This is without prejudice to the right of either party for ordinary termination or termination with amended conditions.

- 4.4 If a longer initial term is agreed for a SOF than the one defined in Section 13.1, in the event that the customer rejects amendments to this SOF, the parties shall have a right of termination as set forth in Section 13.1. Such termination by DE-CIX shall be void if the customer, in exchange for an agreement on a longer contractual term, has been granted advantages over the standard contractual conditions, and the customer has not received all of these advantages by the effective date of termination.
- 5. Service performance by DE-CIX and third parties**
- 5.1 DE-CIX is entitled to have some or all of the services performed by third parties (other DE-CIX group companies or third parties outside the group, in particular subcontractors).
- 5.2 Service performance by a third party does not constitute a contractual relationship between the third party and the customer. DE-CIX is as equally responsible for the services performed by third parties as it is for services performed itself.
- 5.3 The performance of DE-CIX services will take place at the agreed access for the DE-CIX infrastructure.
- 6. Amendment to DE-CIX services**
- 6.1 Further, DE-CIX may alter the services and their technical service specifications (Master SLA, Special SLA, and/or Technical Service Description) if the change
- 6.1.1 is needed due to changes in applicable standards (e.g., DIN, ISO, RFC, other generally recognized network/Internet-related standards) in order to ensure the conformity of DE-CIX services to the applicable standards,
- 6.1.2 is needed or useful for rolling out new technologies or methods for the DE-CIX platform or key parts thereof, unless phasing out existing technologies or methods would lead to an unreasonable amount of migration work for numerous customers or reduce the quality of the DE-CIX services, or
- 6.1.3 is needed to maintain or restore the technical stability, compatibility, and performance of the DE-CIX platform and would only lead to restrictions or provisions for some technical operation options of the DE-CIX services, without significantly restricting the usability of the DE-CIX services for the customer overall.
- 6.2 DE-CIX shall inform the customer in advance about changes to the services or their technical service descriptions, so that the customer can make the necessary adjustments to its systems. The customer can be informed after the changes were made if the implementation of the change cannot be delayed, particularly for activities due to external attacks or serious configuration errors.
- 7. General obligations of the customer**
- 7.1 The customer shall pay the fee agreed for the DE-CIX services ordered.
- 7.2 The customer shall use the DE-CIX services only in the manner and to the extent stipulated under this Agreement, in particular the Master SLA and the Service and location-specific service descriptions and Service Level Agreements, or as mutually determined by both parties.
- 7.3 The customer shall ensure at all times that its use of the DE-CIX services will not impair the technical executability, stability, and performance of the DE-CIX platform or key sub-systems, nor will it interfere with the use of DE-CIX services by other customers. The customer is hereby informed that, in particular, system configurations not agreed with DE-CIX or changes thereto can have serious negative effects on the DE-CIX platform and the usability of the DE-CIX services by other customers.
- 7.4 The customer shall ensure that neither its employees nor third parties commissioned attempt, without the consent of DE-CIX, to access DE-CIX services in order to obtain data or information that is not intended for the customer under the Agreement, in particular data and information about other DE-CIX customers or communication data that is specially protected under applicable law.
- 7.5 The customer shall ensure that all necessary services regarding provision and cooperation are performed in good time, to the required extent, and at no cost to DE-CIX. The customer shall support DE-CIX in the performance of the DE-CIX services under the Agreement and, in particular, fulfill the following duties of cooperation as required:
- 7.5.1 The customer shall allow the employees and agents of DE-CIX to install and connect hardware if needed to perform the agreed services and if not connected by the customer

himself, particularly for enabling access to the DE-CIX services.

- 7.5.2 The customer shall fulfill its duties of notification, complaints, and report in the specified manner and type under the provisions of this Agreement.
- 7.5.3 The customer shall support DE-CIX with troubleshooting and repairs, unless the systems used by the customer have been ruled out as a possible cause of the problem.

8. Measures to maintain the DE-CIX services

- 8.1 DE-CIX can temporarily restrict or block the customer's access to the DE-CIX services at any time if this is needed to maintain the technical executability, stability, safety, and performance of the DE-CIX platform or key sub-systems.
- 8.2 DE-CIX shall select the DE-CIX services and customers to be temporarily restricted or blocked at its dutiful discretion so that restrictions to the general system can be kept to a minimum.
- 8.3 Under the provisions of the Special SLA and the Master SLA, DE-CIX shall immediately take further measures to remedy the malfunction.
- 8.4 Otherwise, the legal effects set forth in Sections 9.2 and 13 shall apply. This shall be without prejudice to the legal effects under applicable law.

9. Third party rights, indemnification

- 9.1 Each party guarantees that its actions or omissions with regard to the performance of its contractual obligations, the fulfillment of duties of cooperation and other obligations, or the use of a contractual service, shall not violate any applicable laws, official orders, or third-party rights.
- 9.2 The customer shall indemnify DE-CIX from claims by other customers if, due to a breach of the customer's obligations (e.g. configuration errors), other customers have limited access to the DE-CIX services. Section 9.3 applies accordingly.
- 9.3 Each party shall indemnify the other from third party claims for breach of intellectual property rights, applicable laws, or official orders upon first written request. This duty of indemnification also includes the coverage of all expenses, including reasonable legal prosecution and defense costs, incurred by the other party with regard to third-party

claims. This will not apply if the party can prove that it is not at fault for the breach of duty asserted in the third party's claim.

10. Performance date, default, suspension

- 10.1 The customer shall be in default without requiring further notice if it has not made an outstanding payment by the agreed payment date, otherwise within 30 calendar days from receipt of invoice.
- 10.2 If the customer is behind in payments in the amount of at least one month's fees for the use of the respective DE-CIX services, DE-CIX (regardless of the legal consequences of default) also has the right to refuse further performance of those DE-CIX services for which the customer is in default of payment and to suspend performance of service until payment is made in full ("Suspension"). Notice of Suspension must be provided to the customer at least fourteen (14) days in advance in text form (e.g., fax, email, on paper).
- 10.3 The customer shall also be in default of acceptance of DE-CIX services if it does not use them in spite of provision on the agreed service date. The customer is obligated to make the agreed payments starting with the agreed service date unless the DE-CIX services do not conform to the Agreement.
- 10.4 DE-CIX shall be in default if a service date that was defined or confirmed as binding is not complied with for reasons within DE-CIX's control. If a service date has not been expressly defined or confirmed as binding, DE-CIX shall be in default only after fruitless expiration of another reasonable grace period for service performance to be set by the customer, which generally cannot end earlier than 14 calendar days after the initially advised performance date.

11. Warranty

- 11.1 Unless otherwise agreed in the Local DE-CIX Terms and Conditions, the DE-CIX services are subject to the applicable legal warranty rights, under the following terms:
- 11.1.1 The warranty for initial defects is excluded if DE-CIX is not at fault for the defects,
- 11.1.2 The repair of defects that arise during the usage period shall be based on the provisions of the Master SLA.
- 11.1.3 In the event of non-compliance with the service parameters stipulated in this

Agreement, the customer is entitled to credit for the relevant DE-CIX service under the provisions in the Master SLA.

- 11.2 Limited accessibility for the customer to DE-CIX services due to activities under Section 8, which were caused exclusively or significantly by a breach of the customer's obligations under this Agreement, shall not be taken into account for billing of the agreed service level under the Special SLA and the Master SLA.
- 11.3 Notices of defects must include a clear description of the error symptoms, if possible, and documented with written records or other records that show the defects in text form (e.g., fax, email, on paper). The notice of defects should allow for reproduction of the error. This is without prejudice to the customer's inspection and notification duties under the law.

12. Payment terms

- 12.1 All prices are net prices, exclusive of sales tax and other levies and duties in their respective amounts.
- 12.2 All payment claims by DE-CIX must be paid within thirty (30) calendar days from the receipt of invoice, to the account listed on the invoice. Unless otherwise expressly agreed, fees under fixed-term agreements will always be billed quarterly and must be paid in advance.

13. Term and termination

- 13.1 This DE-CIX Agreement shall be concluded for an indefinite period and will end upon termination. Unless another term is expressly agreed in a SOF, an initial term of one (1) year is agreed. The term of the SOF shall be extended by one (1) year periods if it is not terminated by either party by giving three (3) months' notice to the end of the respective term.
- 13.2 Either party can terminate the DE-CIX Agreement without cause by giving one (1) month's notice. If the DE-CIX Agreement is terminated, all SOFs shall expire after the contractual term agreed in the SOF, without requiring separate notice of termination. New SOFs can be concluded under the terminated DE-CIX Agreement until its effective end. The provisions of the DE-CIX Agreement will apply to the current SOFs until they end.
- 13.3 This is without prejudice to the right of summary termination for due cause.

13.4 According to DE-CIX, "due cause" for summary termination of SOFs and the DE-CIX Agreement includes, but is not limited to

- 13.4.1 if the customer is in default for two deadlines in a row with payment of the fee, or a significant accession of the fee for DE-CIX services or is in default for a time period that includes more than two deadlines for payment of a fee in an amount equal to three months of fees,
- 13.4.2 if the customer absolutely and finally refuses the payment of outstanding fees, regardless of amount,
- 13.4.3 if the customer
- violates its duties under this Agreement and
 - the breach of duty threatens the technical executability, stability, or performance of the DE-CIX platform or key sub-systems, or the legally protected interests, particularly the assets or good reputation, of DE-CIX.
 - the breach of duty cannot be properly counteracted by DE-CIX with technical measures (e.g., restrictions, suspensions), or
- 13.4.4 if DE-CIX, due to mandatory changes in applicable technical standards or applicable legal requirements cannot reasonably continue to provide the relevant DE-CIX services (or no longer in the agreed manner and type) in compliance with the laws and/or standards.

14. Confidentiality and non-disclosure; sharing information; reference customer

- 14.1 Both parties undertake to treat as confidential all confidential information from the other party and not to use it or its own purposes or a third party's purpose, unless the use is mandatory based on the purpose of the Agreement, to assert rights to the other party, or to meet legal or official obligations. This confidentiality obligation includes, but is not limited to, suitable preventive measures to protect the information from unauthorized access by third parties.
- 14.2 "Confidential information" means all information
- 14.2.1 that is disclosed between the parties as part of contract initiations or performance, regardless of whether it is marked as "confidential" or
- 14.2.2 that enjoys special legal protection under applicable law, particularly knowledge.

- 14.3 If information is contained on a data carrier, the confidentiality also extends to the data carrier.
- 14.4 "Confidential information" does not mean any information
- 14.4.1 that is publicly known,
- 14.4.2 that is generally published or shared with third parties under agreements with technical administration organizations, international organizations (e.g., ICANN, RIPE) or generally accepted technical rules and standards, or can be otherwise disclosed under this Agreement,
- 14.4.3 that is known by the receiving party only through its own research and development,
- 14.4.4 for which the disclosing party has waived confidentiality in writing, or
- 14.4.5 that became known to the receiving party in some other manner than the disclosing party, without violating a confidentiality obligation.
- 14.5 This confidentiality and non-disclosure obligation will also survive the term of the Agreement, unless otherwise agreed.
- 14.6 The legal effects of a breach of the confidentiality and non-disclosure obligation are set forth in the provisions of the General Terms and Conditions of Business.
- 14.7 Each party shall publish or provide information about the other party to third parties only to the extent and in the manner and type that is typical for publication or disclosure under agreements with technical administration organizations (e.g., operators of primary networks), international organizations (e.g., ICANN, RIPE) or generally accepted technical rules and standards. Further, DE-CIX shall publish the company name of the customer, the number of autonomous systems (ASN) connected by the customer, and the data exchange policies (peering policies) selected by the customer on the DE-CIX website.
- 14.8 Further, DE-CIX can provide technical information about the use of DE-CIX services by a customer to some or all customers or make it available, if the scope of information is defined in the Master SLA or the respective Special SLA. The defined scope must consider whether this information is relevant for the maintenance of the technical executability, stability, or performance for the respective customer group that is to receive the information. Each customer can object to the disclosure of its information about its use of DE-CIX services at any time, with future effect.
- 14.9 Each party shall inform the other party in advance if information about the other party is to be disclosed or published. The advance information should indicate whether the disclosure or publication under applicable law or contractual agreement is voluntary. The advance information will not be provided if this violates applicable law or the implementation act of a responsible government agency or a court.
- 14.10 The customer provides DE-CIX with the revocable right, at no charge, to use its company name and logo for reference purposes on the DE-CIX website and in its advertising materials.
- 15. Data privacy**
- 15.1 Both parties agree to comply with applicable data privacy laws.
- 15.2 Both parties undertake in particular to conclude other agreements required under applicable data privacy laws in a suitable manner and type, whether this is with each other, with employees, or third parties. The same applies to necessary instructions and declarations of obligation.
- 16. Set-off and retention**
- 16.1 The customer has no set-off rights. This does not apply if the counterclaim asserts a breach of a primary performance obligation by DE-CIX or the counterclaim is legally binding or undisputed.
- 16.2 The customer is entitled to rights of retention only if its counterclaims are legally binding or undisputed in relation to, or under the same legal transaction. The customer is not entitled to any further rights of retention.
- 17. Contractual transfer**
- 17.1 The customer may not transfer the rights and obligations arising from this Agreement to third parties without the prior written consent of DE-CIX. DE-CIX will not refuse consent without due cause.
- 17.2 DE-CIX is entitled to transfer the rights and obligations under this Agreement even without customer consent to a company in which DE-CIX or the majority shareholder of DE-CIX holds at least 51% of the shares.

18. Applicable law and jurisdiction

- 18.1 Unless otherwise agreed in the Local DE-CIX Terms and Conditions of Business, the DE-CIX Agreement and the SOFs concluded thereunder are governed by the laws of the Federal Republic of Germany, with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 18.2 If the customer is a merchant, a legal entity under public law, or public investment fund, the courts of Frankfurt am Main, Germany shall have jurisdiction over all disputes arising from or in relation to this Agreement. DE-CIX is also entitled to file suit against the customer at its place of domicile. Any exclusive legal venue shall take precedence.