

DE-CIX GLOBAL GENERAL TERMS AND CONDITIONS OF BUSINESS

1. 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 An agreement with DE-CIX shall be formed either

2.1.1 by a signing of DE-CIX and customer of the cover letter (the "DE-CIX Agreement"),

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

2.1.3 by placing an order through the DE-CIX portal which is accepted by an order confirmation issued by DE-CIX, or

2.1.4 through the execution of any other written agreement by DE-CIX and the customer.

2.2 Any contradictory or deviating terms of the customer have no effect and will not be part of an agreement with DE-CIX, 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 are subject to acceptance by DE-CIX. DE-CIX can accept such SOFs either by written confirmation (e.g., fax, email, or on paper) or by providing the agreed DE-CIX services and notifying the customer thereof.

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

3.1 Unless the Parties agree differently, the order of precedence of the parts of the agreement between DE-CIX and customer shall be as follows:

- SOF / single order
- general, as well as service or location-specific technical service specifications ("Special SLA" and "Technical Service Descriptions") for the services ordered and at the locations;

- "Master Service Level Agreement" (Master SLA);

- Local DE-CIX Terms and Conditions of Business for the respective contractual region;

- DE-CIX Global General Terms and Conditions of Business,

- DE-CIX Agreement (if applicable)

In the event of contradictions or uncertainty about interpretation, the document with next-highest priority shall take precedence.

3.2 The provisions of all parts of the DE-CIX Agreement will also apply to later purchase orders without express integration, unless the parties to the Agreement specifically agree upon differing terms.

3.3 Upon conclusion of an agreement, each party shall provide the other party with the names of persons who are authorized to act on behalf of such party, in particular to submit and accept declarations. The contact information of the contact persons shall be regularly reviewed for accuracy and updated.

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 without the consent of the customer, if the amendment does not cause any higher costs or expenses for the customer and it

4.1.1 is editorial in nature or is merely for clarification purposes, 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 which could have neither been foreseen nor influenced.

4.2 DE-CIX shall 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 writing (e.g., fax, email, on paper).

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 as early as possible about changes to the services or to their technical service descriptions, so that the customer can make the necessary adjustments to its systems. The customer may 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, particularly for enabling access to the DE-CIX services, and such installations and connections are not performed by the customer itself.
 - 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.

- 7.5.4 The customer is responsible for promptly terminating any Cross Connect ordered from a third party if it is no longer required, such as in the event of termination of DE-CIX access by the customer or as part of a change order. The customer agrees to provide DE-CIX with confirmation of termination. If this obligation is not met, DE-CIX reserves the right to charge the customer for any additional costs incurred.

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 thereof.
- 8.2 DE-CIX shall select the DE-CIX services and customers to be temporarily restricted or blocked at its reasonable 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 consequences set forth in Sections 9.2 and 14 shall apply. This shall be without prejudice to any consequences 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 party 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 fees, 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 by DE-CIX if it has not made an outstanding payment by the agreed payment date or, otherwise, within 30 calendar days from receipt of invoice.
- 10.2 If, during a calendar quarter, the customer is in default with 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 writing (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. This also applies in the event that the service could not be provided on the agreed service date due to the customer's failure to fulfill its necessary obligation to cooperate.
- 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.

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 Unless the parties agree differently, all payment claims by DE-CIX must be paid by customer within thirty (30) calendar days from the receipt of invoice to the account listed on the invoice. Unless otherwise expressly agreed, recurring fees under fixed-term agreements will always be billed quarterly and must be paid in advance.

13. Special commercial offers

13.1 The Multi ASN offer is subject to customer's Multi ASN compatibility. Compatibility with Multi ASN requires that the ASN is registered either directly for the customer or through an affiliate of the customer as defined in Section 15 of the German Stock Corporation Act. Multi ASN compatibility is valid for up to five (5) ASNs within the DE-CIX Location. By submitting a SOF, customer warrants that it meets all of the aforementioned requirements.

13.2 DE-CIX reserves the right to retroactively charge DE-CIX individual prices, should the customer have not complied with any of the aforementioned requirements.

14. Term and termination

14.1 The DE-CIX Agreement shall be concluded for an indefinite period and can be terminated in accordance with the provisions of Section 14.3.

14.2 The term of an order through the DE-CIX portal or of a SOF should be set forth in the

single order or SOF respectively. In case no such term is expressly agreed upon in an order through the portal or a, SOF, an initial term of one (1) year is deemed to be agreed upon.

14.3 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 executed single orders under the DE-CIX Agreement shall expire after the contractual term agreed in the single order, without requiring separate notice of termination. New single order 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 single orders until they end.

14.4 Unless otherwise agreed upon in the respective single order, the following notice periods apply as standard for the respective single orders:

With an initial term of one (1) month, the agreement can be terminated at any time at the end of the term. If the agreement is not terminated in good time, it is automatically extended by one (1) month (extension period) and can be terminated at any time at the end of the extension period.

In the case of an initial term of twelve (12), twenty-four (24), or thirty-six (36) months, the agreement can be terminated with three (3) months' notice to the end of the respective term. If the agreement is not terminated in due time, it shall automatically renew for successive twelve (12) month periods (each, a *Renewal Period*). The agreement may be terminated by either party with three (3) months' prior written notice, effective at the end of the then-current *Renewal Period*.

14.5 If the customer terminates the contract before the end of the initial contract period or the extension period, he is obliged to pay DE-CIX an "Early Termination Fee". This fee corresponds to the amount of the outstanding remuneration until the end of the agreed initial contract period or the extension period.

14.6 The aforesaid is without prejudice to the right of termination for cause.

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

14.7.1 if the customer is in default for two payments of fees in a row, or for 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,
- 14.7.2 if the customer absolutely and finally refuses the payment of outstanding fees, regardless of amount,
- 14.7.3 if the customer
- a) violates its duties under this Agreement and
 - b) 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. and
 - c) the breach of duty cannot be properly counteracted by DE-CIX with technical measures (e.g., restrictions, suspensions), or
- 14.7.4 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.
- 15. Confidentiality and non-disclosure; sharing information; reference customer**
- 15.1 Both parties hereto 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.
- 15.2 "Confidential information" means all information
- 15.2.1 that is disclosed between the parties as part of contract initiations or performance, regardless of whether it is marked as "confidential" or
- 15.2.2 that enjoys special legal protection under applicable law, particularly knowledge.
- 15.3 If information is contained on a data carrier, the confidentiality also extends to the data carrier.
- 15.4 "Confidential information" does not mean any information
- 15.4.1 that is publicly known,
- 15.4.2 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,
- 15.4.3 that is known by the receiving party only through its own research and development,
- 15.4.4 for which the disclosing party has waived confidentiality in writing, or
- 15.4.5 that became known to the receiving party in some other manner than the disclosing party, without violating a confidentiality obligation.
- 15.4.6 DE-CIX shall also publish the customer's company name, the numbers of the Autonomous Systems (ASN) connected by the customer and the data exchange guidelines (peering policy) selected by the customer on the DE-CIX website.
- 15.5 This confidentiality and non-disclosure obligation will also survive the term of the Agreement, unless otherwise agreed.
- 15.6 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.
- 15.7 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.
- 15.8 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, in its social media channels and advertising materials.

16. Data privacy

- 16.1 Both parties agree to comply with applicable data privacy laws.
- 16.2 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.

17. Force Majeure

- 17.1 In the event of an event unforeseeable at the time of the conclusion of the contract and beyond the control of the party concerned, in particular fire, flood or other natural disasters, riots, war, acts of terrorism, strikes, lawful lockouts, epidemics and pandemics, but also the interruption of sea cables by third parties, sanctions or other currency and trade restrictions ("Force Majeure"), the affected party shall be excused from performance of its contractual obligations and from any liability for damages or other contractual remedies for breach of contract for the duration and to the extent of the Force Majeure effect thereof.
- 17.2 The affected party shall immediately notify the other party of the Force Majeure event. If the interruption due to a Force Majeure event lasts longer than 60 days, either party shall be entitled to cancel the affected single order in whole or in part without liability.

18. Set-off and retention

- 18.1 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.
- 18.2 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.

19. Contractual transfer

- 19.1 The customer may not transfer or assign the rights and obligations arising from this Agreement to third parties without the prior written consent of DE-CIX. DE-CIX shall not refuse consent without due cause.
- 19.2 DE-CIX is entitled to transfer or assign the rights and obligations under this Agreement

without customer consent to a company in which DE-CIX or the majority shareholder of DE-CIX holds at least 51% of the shares.

20. Prevailing language

The English language version of DE-CIX contractual documents, including these Global Terms and Conditions, shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any.

21. Applicable law and jurisdiction

- 21.1 Unless otherwise agreed in the Local DE-CIX Terms and Conditions of Business, the Agreement is 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).
- 21.2 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.
- 21.3 Oral agreements are not part of this Agreement. Amendments and additional provisions shall only be effective if they have been agreed in writing (text form is sufficient).
- 21.4 The unenforceability or illegality of individual provisions shall not result in the unenforceability or illegality of the entire Agreement. The invalid provisions shall be replaced by new, valid provisions mutually agreed upon or, if no agreement can be reached on a new provision, by a corresponding statutory provision. Sentence 1 shall apply accordingly if a provision of this Agreement subsequently becomes invalid.