

General Terms and Conditions of SpaceNet AG

§1 Scope

- (1) These General Terms and Conditions (GTC) and the respective product descriptions regulate the relationship between SpaceNet AG, Munich, (hereinafter referred to as SpaceNet) and its customers.
- (2) Terms and conditions of the customer will not become part of the contract.
- (3) SpaceNet notifies the customer of any amendments to these GTC. If the customer does not object within one month, it is deemed that they have agreed to the new GTC. SpaceNet specifically points to this period and the consequences of a failure to object.

§ 2 Contract Periods

- (1) The duration of the contracts always results from the product descriptions. If for once, this is not the case, the contractual relationships shall always last for one year and will be automatically extended for one year respectively if they are not terminated by one of the contracting parties with one month's notice before expiration.
- (2) Any termination must be in writing.

§ 3 Sales contracts

- (1) SpaceNet retains ownership of delivered items until all claims arising from the business relationship with the customer have been fulfilled.
- (2) The customer assures to comply with the embargo provisions of the Federal Republic of Germany.

§ 4 Liability

- (1) SpaceNet's liability is unlimited for damages negligently or carelessly caused by SpaceNet or one of its units, employees, or intentional and national agents.
- (2) In case of damages resulting from injury to life, body or health by SpaceNet or one of its units, employees or vicarious agents SpaceNet's liability is unlimited in amount.
- (3) SpaceNet's liability is also unlimited in amount for damages caused by SpaceNet's serious organisational fault as well as for damages caused by the absence of a guaranteed quality.
- (4) In the event of a breach of other contractual obligations and if none of the aforementioned cases applies, SpaceNet shall also be liable in the event of simple negligence; however, limited to the amount of the foreseeable damage typical for the contract.

§ 5 Data exchange, confidentiality

- (1) SpaceNet is particularly committed to protecting personal data. As a matter of principle, such data will only be passed on if the person concerned has given his or her consent. This also applies, for example, if the police asked SpaceNet for information. In such cases, the customer himself must contact the authority requesting information or must inform SpaceNet within a reasonable period of time that he or she does not agree with the disclosure of the data. If SpaceNet does not receive any message from the customer upon request, SpaceNet is entitled in case of doubt to assume that the customer agrees to the disclosure of their identity (company, name, address) to the requesting body. Reference is made to the obligation to be reachable (see below).
- (2) It is the responsibility of the respective contractual partner to comply with all data protection regulations in its area of responsibility.
- (3) Each contracting party is bound to confidentiality of the respective or other contracting party's data which has come to its knowledge, even after termination of the contract.
- (4) SpaceNet is entitled to create logs (log files) from data streams necessary for the invoices.
- (5) The customer is aware of the fact that data on the Internet which is not encrypted or which does not pass through encrypted lines is not secure against access by unauthorised persons.

If the customer has ordered a firewall, spam filter or virus scanner from SpaceNet, it is assumed that the customer is familiar with the basic features of the functioning of these products. It is also assumed that the customer knows that data are filtered according to certain patterns and criteria, which can prevent the filtering of data which the customer actually wishes to receive.

§ 6 Obligations of the customer

- (1) Since the contracts are predominantly continuing obligations in the field of communication technology, it is the customer's duty to be available for SpaceNet. The customer must inform SpaceNet immediately about changes of email addresses, telephone numbers or fax connections, postal addresses and the legal form. This particularly applies to changes of the customer's employees authorised to interact with SpaceNet.
- (2) The customer is responsible that no use of the services of SpaceNet violates applicable law. The customer indemnifies SpaceNet against claims of third parties arising from behaviour contrary to the contract in this respect.
- (3) The customer secures his equipment against misuse in his area and from the Internet following state of the art technology. If the customer has not commissioned SpaceNet with the necessary shielding and the customer's equipment is misused, SpaceNet consider itself entitled, but not obliged, by the customer to do everything necessary to set up state of the art technology accordingly and bills the customer for the expenditure in the amount of the hourly rate of SpaceNet's technicians.
- (4) The customer is obliged to sufficiently insure the risks arising from objects which are their property. This applies in particular to its equipment which it accommodates or has accommodated in the data centres of SpaceNet within the scope of a hosting contract. The customer shall prove sufficient coverage upon SpaceNet's request.
- (5) The customer ensures that damage does not occur and if applicable, does everything to keep damage to a minimum. The customer informs SpaceNet immediately about imminent or already occurred damage.

§ 7 Final Provisions

- (1) Changes, amendments, and the cancellation of the contract are only effective if they are made in writing or using trusted digital platform (i.e. DocuSign).
- (2) The customer may transfer rights and obligations arising from the contract to third parties only with SpaceNet's prior consent.
- (3) If a point about which a provision should have been made such a provision has not been made, then this gap is to be filled in accordance with the other contractual provisions outlined to achieve the purpose of the contract. If it should turn out that one of the provisions of this contract is invalid or if a provision should become invalid or be deemed invalid by future legislation or case law, then this shall not affect the validity of the remaining provisions. However, this shall not apply if the invalidity of a provision frustrates or impairs the purpose of the contract. In this case, each party shall be entitled to terminate the contract at the end of the year.
- (4) The place of performance for all obligations arising from the contractual relationship and the place of jurisdiction for all legal disputes arising from the contract or concerning its validity is Munich. German law shall apply.