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LEGAL DOCUMENT

General Terms and Conditions – Hosting

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> ! Translated with AI from German. Only the **German version** is legally valid.

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A. General Terms and Conditions

1) Scope of Application

1.1 These General Terms and Conditions (hereinafter "GTC") of ASCEND GmbH (hereinafter "Provider") apply to all contracts that a consumer or entrepreneur (hereinafter "Customer") concludes with the Provider regarding the services presented on the Provider's website. The inclusion of the Customer's own conditions is hereby objected to, unless something else has been agreed.

1.2 A consumer within the meaning of these GTC is any natural person who concludes a legal transaction for purposes that are predominantly neither attributable to their commercial nor their independent professional activity.

1.3 An entrepreneur within the meaning of these GTC is a natural or legal person or a legally capable partnership that acts in the exercise of its commercial or independent professional activity when concluding a legal transaction.

1.4 Entrepreneurs within the meaning of these GTC are also authorities or other institutions of public law if they act exclusively under private law when concluding the contract.

2) Services of the Provider

2.1 The Provider renders services for making content accessible via the Internet. For this purpose, it provides the Customer with system resources on a virtual server. The Customer may store content on this server up to a certain extent. The exact scope results from the Provider's service description.

2.2 On the server, the content is made available for retrieval via the Internet under an Internet domain assigned to the Customer. The Provider's services in the transmission of data are limited solely to the data communication between the handover point of the Provider's own data communication network to the Internet and the server provided for the Customer. The Provider is not able to influence data traffic outside its own communication network. Successful forwarding of information from or to the computer querying the content is therefore not owed to that extent.

2.3 The Provider's online service is offered subject to availability. One hundred percent availability is not technically realizable and therefore cannot be guaranteed to the Customer by the Provider. However, the Provider endeavors to keep the service available as constantly as possible. In particular, maintenance, security, or capacity concerns as well as events that are not within the Provider's sphere of control (disruptions of public communication networks, power failures, etc.) may lead to disruptions or the temporary shutdown of the service.

2.4 The Provider renders the aforementioned services with an overall availability of 99%.

Availability is calculated on the basis of the time falling within the respective calendar month during the contract period, less maintenance times. The Provider will carry out maintenance work, as far as this is possible, during periods of low usage.

2.5 The contents of the storage space intended for the Customer are regularly backed up by the Provider. Details on the frequency and procedure of the backup result from the Provider's service description. The Customer has no claim to the release of one of the backup media, but only to the restoration of the backed-up contents to the server.

2.6 The Provider is entitled to adapt the hardware and software used for the provision of the services to the current state of the technology. If such an adaptation results in additional requirements for the content stored by the Customer on the server in order to guarantee the provision of the Provider's services, the Provider will inform the Customer of these additional requirements in good time. In this case, the Customer must inform the Provider by no later than four weeks before the conversion date whether they will adapt their content to the additional requirements in good time - i.e. by no later than three working days before the conversion date. If the Customer refuses to adapt their content or does not declare their consent to this within the aforementioned period, the Provider may terminate the contractual relationship with effect from the conversion date.

2.7 The Provider also arranges for the acquisition of the Internet domain(s) under which the Customer's content is to be made accessible. For this purpose, the Customer must designate the Internet domain(s) they desire. The Provider assumes no warranty for the availability of the desired domain(s) or the non-violation of third-party rights (e.g. name, trademark, or title rights) through the registration of the desired domain(s) for the Customer. If the desired domain(s) are no longer available, the Provider will inform the Customer immediately and submit up to three alternative proposals that come as close as possible to the originally desired domain. The Customer must then decide within a reasonable period set by the Provider for one of the alternative proposals. If the Customer lets the reasonable period set by the Provider elapse without result, the Provider is entitled to select a domain for the Customer. The Provider is not responsible for obtaining rights to domains already registered for third parties by the competent registration authority. The integration of an external domain managed by another provider is not permitted. The Provider must register the domain in the name and for the account of the Customer. In particular when selecting the domain name and the registration authority as well as in negotiations on the conditions, the Provider must independently represent the Customer's financial interests and deploy its expertise in the service of the Customer. It must provide the Customer with information and account for its actions at any time upon request. All rights and name rights acquired in the domain belong to the Customer.

3) Service Modifications

3.1 The Provider reserves the right to modify the offered services or offer different services, unless this is not reasonable for the Customer.

3.2 The Provider further reserves the right to modify the offered services or offer different services,

- insofar as it is obligated to do so due to a change in the legal situation;
- insofar as it complies with a court judgment or authority decision directed against it;
- insofar as the respective modification is necessary to close existing security gaps;
- if the modification is merely advantageous for the Customer; or

- if the modification is purely technical or procedural in nature without significant effects for the Customer.

3.3 Modifications with only insignificant influence on the Provider's services do not constitute service modifications within the meaning of this provision. This applies in particular to purely graphical changes and the mere rearrangement of functions.

4) Conclusion of Contract

4.1 The services described on the Provider's website do not constitute binding offers on the part of the Provider, but serve to submit a binding offer by the Customer.

4.2 The Customer may submit the offer via the online order form provided on the Provider's website. Here, after entering their personal data by clicking the button that concludes the ordering process, the Customer submits a legally binding contract offer regarding the selected services. Furthermore, the Customer may also submit the offer via email, fax, post, or telephone to the Provider.

4.3 The Provider may accept the Customer's offer within five days,

- by transmitting a written order confirmation or an order confirmation in text form (fax or email) to the Customer, whereby the receipt of the order confirmation by the Customer is decisive in this respect, or
- by requesting the Customer to make payment after submitting their order.

If several of the aforementioned alternatives apply, the contract is concluded at the point in time when one of the aforementioned alternatives occurs first. The period for acceptance of the offer begins on the day after the sending of the offer by the Customer and ends with the expiration of the fifth day following the sending of the offer. If the Provider does not accept the Customer's offer within the aforementioned period, this shall be deemed a rejection of the offer with the consequence that the Customer is no longer bound by their declaration of intent.

4.4 Upon selection of a payment method offered by PayPal, payment processing is carried out via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter: "PayPal"), under the applicable PayPal Terms of Use, available at https://www.paypal.com/de/legalhub/paypal/useragreement-full or - if the Customer does not have a PayPal account - under the terms for payments without a PayPal account, available at https://www.paypal.com/de/legalhub/paypal/privacywax-full. If the Customer pays by means of a payment method offered by PayPal that can be selected in the online ordering process, the Seller hereby already declares acceptance of the Customer's offer at the point in time when the Customer clicks the button that concludes the ordering process.

4.5 When submitting an offer via the Provider's online order form, the Provider stores the contract text after the conclusion of the contract and transmits it to the Customer in text form (e.g. email, fax, or letter) after submitting their order. The Provider does not make the contract text accessible beyond this. If the Customer has set up a user account on the Provider's website before submitting their order, the order data will be archived on the Provider's website and can be accessed by the Customer free of charge via their password-protected user account by providing the corresponding login data.

4.6 Before bindingly submitting the order via the Provider's online order form, the Customer can recognize possible input errors by carefully reading the information displayed on the screen. An effective technical means for better detection of input errors can be the zoom function of the browser, with the help of which the display on the screen is enlarged. The Customer can correct their input within the framework of the electronic ordering process using the usual keyboard and mouse functions until they click the button that concludes the ordering process.

4.7 The German language is available for the conclusion of the contract.

4.8 Order processing generally takes place automatically via email. The Customer must ensure that the email address provided by them for order processing is correct, so that emails sent by the Provider can be received at this address.

5) Right of Withdrawal

Consumers are generally entitled to a right of withdrawal. Further information on the right of withdrawal results from the Provider's withdrawal notice.

6) Customer’s Obligations

6.1 The content stored by the Customer on the storage space designated for them may be protected by copyright and data protection law. The Customer grants the Provider the right to make the content stored by them on the server accessible when queried via the Internet, in particular to reproduce and transmit it for this purpose and to reproduce it for data backup purposes. The Customer examines on their own responsibility whether the use of personal data by them complies with data protection requirements.

6.2 The Customer releases the Provider from all claims that third parties assert against the Provider due to the violation of their rights based on content stored by the Customer on the server. The Customer assumes the costs of necessary legal defense including all court and lawyer fees in a reasonable amount. This does not apply if the Customer is not responsible for the legal violation. The Customer is obligated to provide the Provider with all information that is necessary for the examination of the claims and a defense immediately, truthfully, and completely in the event of being claimed against by third parties.

6.3 The Customer must regularly carry out appropriate data backups on their own responsibility.

6.4 The Customer is obligated to check their data and information for viruses or other harmful components before input and to use measures corresponding to the state of the art for this purpose (e.g. virus protection programs).

6.5 The Customer obligates themselves not to store any content on the provided storage space that violates applicable law or infringes the rights of third parties. The Customer shall further ensure that programs, scripts, etc. installed by them do not endanger the operation of the Provider's server or communication network or the security and integrity of other data stored on the Provider's servers.

6.6 If programs, scripts, etc. installed by the Customer endanger or impair the operation of the Provider's server or communication network or the security and integrity of other data stored on the Provider's servers, the Provider may deactivate or uninstall these programs, scripts, etc. If the elimination of the danger or impairment requires this, the Provider is also entitled to interrupt the connection of the content stored on the server to the Internet. The Provider will inform the Customer about this measure immediately.

6.7 For access to the storage space designated for the Customer, the Customer receives a user identification and a changeable password. The Customer is obligated to change the password at regular intervals. The Customer may only pass on the password to persons who have been authorized by them to access the storage space.

7) Moderation and Restriction of Content

7.1 The Provider is basically not obligated to proactively check the legality or compatibility with third-party rights or these GTC of content posted by Customers. Nevertheless, the Provider reserves the right to check the legality of Customer content in individual cases on its own initiative and to take measures according to the following provisions in the event of established violations.

7.2 Customers and affected third parties can report suspected illegal content to the Provider using the contact information in the Provider's imprint (e.g. via email). The Provider is free to forward the content of a report to the Customer who posted the reported content. The identity of the reporting person will only be disclosed to the Customer if this is absolutely necessary.

7.3 In the case of reports and within the framework of checks possibly carried out on the Provider's own initiative, human content control is basically carried out. In individual cases, automated technical inspection procedures may be added supplementarily.

7.4 If Customers frequently submit obviously unfounded reports or complaints, the Provider will suspend the processing of reports and complaints from these Customers after prior warning for a reasonable period.

7.5 If, upon a report or within the framework of a check on the Provider's own initiative, the illegality of content published by the Customer is established, the Provider is entitled, also without prior notice or contact, to take one or more of the following measures at its reasonable discretion:

- Warning the publishing Customer,
- Temporary blocking or permanent deletion of the affected content,
- Temporary or permanent suspension of the contractually assumed obligations,
- Termination of the contractual relationship (ordinary or extraordinary for good cause).

7.6 When choosing the measures to be taken, the Provider will consider the principles of proportionality and weigh the interests of the affected Customer against its own interests in the unhindered, trouble-free, and integrity-based continuation of its business activities. Criteria that are considered when imposing a measure are:

- the statement and significance of the specific content and its violation or danger potential,
- the frequency of publication of inadmissible content by the Customer,

- the ratio of publication of inadmissible content by the Customer to their other use of services,
- if discernible, the intentions pursued by the Customer with the publication of inadmissible content,
- if discernible, the existence and degree of fault of the publishing Customer.

8) Remuneration and Payment Terms

8.1 Unless otherwise results from the Provider's service description, the stated prices are total prices that include the statutory value-added tax.

8.2 The payment options and payment modalities are communicated to the Customer on the Provider's website.

8.3 The remuneration is invoiced by the Provider at the agreed intervals and debited from the Customer's bank account by direct debit (direct debit). For this purpose, the Customer grants the Provider a direct debit mandate (SEPA) that can be revoked at any time. If the direct debit is not honored due to insufficient account balance or due to the provision of incorrect bank details, or if the Customer objects to the direct debit although they are not entitled to do so, the Customer shall bear the fees incurred by the return debit of the respective credit institution if they are responsible for this.

8.4 Upon selection of a payment method offered via the "PayPal" payment service, payment processing is carried out via PayPal, whereby PayPal may also use the services of third-party payment service providers for this purpose. If the Seller also offers payment methods via PayPal for which it advances performance towards the Customer (e.g. purchase on account or installment payment), it assigns its payment claim to PayPal or to the payment service provider commissioned by PayPal and specifically named to the Customer. Before accepting the Seller's assignment declaration, PayPal or the payment service provider commissioned by PayPal carries out a credit check using the transmitted Customer data. The Seller reserves the right to refuse the selected payment method to the Customer in the event of a negative check result. If the selected payment method is approved, the Customer must pay the invoice amount within the agreed payment period or at the agreed payment intervals. In this case, they can only discharge their debt with discharging effect to PayPal or the payment service provider commissioned by PayPal. However, the Seller remains responsible for general Customer inquiries even in the event of assignment of the claim, e.g. regarding the goods, delivery time, shipment, returns, complaints, withdrawal declarations and -sendings, or credits.

8.5 If advance payment by bank transfer is agreed, payment is due immediately after the conclusion of the contract, unless the parties have agreed a later due date.

8.6 Upon selection of the payment method credit card via Stripe, the invoice amount is due immediately upon conclusion of the contract. Payment processing is carried out via the payment service provider Stripe Payments Europe Ltd., 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Ireland (hereinafter: "Stripe"). Stripe reserves the right to carry out a credit check and to reject this payment method in the event of a negative credit check.

8.7 Upon selection of the SEPA direct debit payment method, the invoice amount is due after granting a SEPA direct debit mandate, but not before the expiration of the deadline for the advance notification for payment. The direct debit is collected when the ordered goods leave the Seller's warehouse, but not before the expiration of the deadline for the advance notification. Advance notification ("Pre-Notification") is any communication (e.g. invoice, policy, contract) by the Seller to the Customer that announces a debit by SEPA direct debit. If the direct debit is not honored due to insufficient account balance or due to the provision of incorrect bank details, or if the Customer objects to the direct debit although they are not entitled to do so, the Customer shall bear the fees incurred by the return debit of the respective credit institution if they are responsible for this.

9) Contract Duration and Termination

9.1 The contract is concluded for an indefinite period, but at least for the minimum term apparent from the service description on the Provider's website. The contract may be terminated during the minimum term with a notice period of one month to the end of the minimum term and after the expiration of the minimum term at any time with a notice period of one month.

9.2 The right to extraordinary termination for good cause remains unaffected. Good cause exists if, taking into account all circumstances of the individual case and weighing the interests of both parties, the continuation of the contractual relationship until the agreed termination or until the expiration of a notice period cannot be expected of the terminating party.

9.3 Terminations must be made in writing or in text form (e.g. via email).

10) Liability for Defects

10.1 If the Customer acts as a consumer, the statutory liability for defects provisions apply.

10.2 If the Customer acts as an entrepreneur, the statutory liability for defects provisions apply taking into account the following limitations.

10.2.1 The Customer must report any defects, disruptions, or damage to the Provider immediately.

10.2.2 Warranty for only insignificant reductions in the fitness of the service is excluded.

10.2.3 Strict liability pursuant to § 536a para. 1 BGB for defects that were already present at the time of contract conclusion is excluded.

10.2.4 A termination by the Customer due to non-grant of contractual use is only permissible if the Provider has been given sufficient opportunity to remedy the defect and this has failed. Failure of defect remediation may only be assumed if it is impossible, if it is refused by the Provider or unreasonably delayed, if there are justified doubts regarding the prospects of success, or if there is other unreasonableness for the Customer.

11) Liability

The Provider shall be liable to the Customer for all contractual, quasi-contractual, and statutory, including tortious, claims for damages and reimbursement of expenses as follows:

11.1 The Provider shall be liable without limitation for any legal reason

- in cases of intent or gross negligence,
- in cases of intentional or negligent injury to life, body, or health,
- based on a guarantee promise, insofar as nothing else is regulated in this regard,
- based on mandatory liability such as under the Product Liability Act.

11.2 If the Customer acts as a consumer with a registered office in Germany or as an entrepreneur, the following liability limitations apply:

If the Provider violates a material contractual obligation through negligence, its liability is limited to the contract-typical, foreseeable damage, unless it is liable without limitation pursuant to the preceding provision. Material contractual obligations are obligations that the contract imposes on the Provider according to its content to achieve the purpose of the contract, the fulfillment of which enables the proper execution of the contract in the first place, and on the observance of which the Customer may regularly rely. Otherwise, liability of the Provider is excluded, unless it is liable without limitation pursuant to the preceding provision.

11.3 The preceding liability provisions also apply with regard to the Provider's liability for its vicarious agents and legal representatives.

12) Amendment of the GTC

12.1 The Provider reserves the right to amend these GTC at any time, provided that the Customer agrees to the amendment.

12.2 The Provider further reserves the right to amend these GTC even without the Customer's consent,

- insofar as it is obligated to do so due to a change in the legal situation;
- insofar as it complies with a court judgment or authority decision directed against it;
- insofar as it introduces additional, completely new services, facilities, or service elements that require a service description in the GTC, unless the previous usage relationship is thereby changed to the disadvantage of the Customer;
- if the amendment is merely advantageous for the Customer; or
- if the amendment is purely technically or procedurally necessitated, unless it has significant effects for the Customer.

12.3 The Provider will inform the Customer about significant amendments to these GTC in good time and in an appropriate form. Significant are amendments that would significantly shift the contractual relationship to the disadvantage of the Customer or would be equivalent to the conclusion of an

entirely new contract. These include, for example, regulations on the type and scope of the service or on the contract term and termination modalities.

12.4 The Customer's right of termination remains unaffected by this.

13) Applicable Law, Jurisdiction

13.1 The law of the Federal Republic of Germany applies to all legal relationships of the parties. For consumers, this choice of law applies only insofar as the protection provided by the mandatory provisions of the law of the state in which the consumer has their habitual residence is not withdrawn.

13.2 If the Customer acts as a merchant, a legal entity under public law, or a special fund under public law with a registered office in the territory of the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract is the Provider's registered office. If the Customer has its registered office outside the territory of the Federal Republic of Germany, the Provider's registered office is the exclusive place of jurisdiction for all disputes arising from this contract if the contract or claims arising from the contract can be attributed to the Customer's professional or commercial activity. In the aforementioned cases, however, the Provider is in any case entitled to bring an action before the court at the Customer's registered office.

14) Alternative Dispute Resolution

The Provider is neither obligated nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

B. Annex: Regulations on Provider Switching

1) Scope of Application

The following provisions apply in the event that the customer wishes to switch to another provider or to ICT infrastructure in their own premises.

2) Definitions

2.1 "Data processing service" within the meaning of these GTC is a digital service that is provided to the customer and enables comprehensive and on-demand network access to a shared pool of configurable, scalable, and elastic computing resources of a centralized, distributed, or highly distributed nature that can be provisioned and released quickly with minimal management effort or minimal interaction from the provider.

2.2 "Digital assets" within the meaning of these GTC are elements in digital form – including applications – for which the customer has a right of use, regardless of the contractual relationship with the data processing service that they wish to switch from.

2.3 "ICT infrastructure in own premises" within the meaning of these GTC are ICT infrastructure and computing resources that are owned by the customer or rented or leased by the customer and that are located in the customer's data center and are operated by them or by a third party.

2.4 "Switch" within the meaning of these GTC is a process involving the provider, the customer, and, if applicable, a taking-over provider of data processing services, in which the customer switches from the use of the provider's data processing service to the use of another data processing service of the same service type or another service offered by another provider of data processing services or one provided to a customer-operated ICT infrastructure, including through extraction, conversion, and uploading of data.

2.5 "Exportable data" within the meaning of these GTC are input and output data including metadata that are generated directly or indirectly through the customer's use of the data processing service or jointly generated, excluding the provider's or third parties' assets or data that are protected by intellectual property rights or constitute a trade secret.

3) Pre-contractual Information

3.1 Prior to ordering the data processing services, the provider shall provide the customer with clear information on the following points:

- their standard remuneration and, if applicable, penalties for early termination;
- the switching fees;
- services that require a highly complex or costly switch or for which a switch is not possible without significant impairment of the data, digital assets, or service architecture, if applicable;
- specific services for which the switching and termination obligations do not apply, if applicable;
- a complete list of the categories of data and digital assets that can be transferred, including at least all exportable data;
- a complete list of the categories of data that are specific to the internal functioning of the provider's data processing service and are excluded from the data export obligation if there is a risk of violation of the provider's trade secrets;
- clear information about known risks for the continuity of the provision of the provider's functions or services.

3.2 The provider's online register with data structures and formats, relevant standards, and open interoperability specifications for data is available on the provider's website.

4) Switching and Exit Plan

4.1 The parties agree on a switching and exit plan (hereinafter "Plan"), which shall contain, in particular, the following:

- details on switching and exit assistance, including the porting methods and formats as well as the steps required to carry out the switching process;
- the contact persons designated by the customer or the provider to carry out the plan;
- an estimate of the time required for the export and transfer of data and digital assets from the original provider's environment;
- restrictions and technical limitations, including those arising from the storage of data outside the EU;
- a description of the sequence of operations proposed by the provider;
- a description of the testing method proposed by the provider, if tests are to be carried out.

4.2 Upon the customer's request, the provider must provide the personnel designated by the customer (or other third parties authorized by the customer) with information to explain the relevant procedures.

4.3 Upon the customer's request, the provider undertakes to either organize a test or support the customer in their tests to verify whether the plan works in practice for exportable data and digital assets. If problems arise during the test, the parties shall analyze the causes in good faith and work towards solutions.

4.4 The provider and the customer undertake to update the plan as necessary and at least upon the customer's request to review whether changes are necessary.

5) Initiation of the Switching Process

5.1 The customer must send a switching notification to the provider observing a notice period of 2 months, indicating that they are initiating the switch. If the customer only wishes to transfer certain services, data, or digital assets, they must state this in the notification.

5.2 In the switching notification, the customer shall indicate whether they intend:

- to switch to another provider of data processing services. In this case, the customer should provide the necessary information about the target provider;
- to switch to the customer's local ICT infrastructure; or
- not to switch, but only to delete their exportable data and digital assets.

5.3 The provider shall confirm receipt of the switching notification to the customer no later than within 3 working days using the same means of communication that the customer used.

6) Transition Period

6.1 The transition period is 30 calendar days and begins upon expiry of the notice period for initiating the switching process.

6.2 If the provider cannot comply with the agreed transition period for technical reasons, they undertake to:

- notify the customer in writing or in text form within 14 working days of receipt of the termination;
- specify an alternative transition period that may not exceed seven (7) months from the date of the customer's termination notification; and
- provide a reasonable justification for the technical impossibility.

The customer shall confirm receipt of this extension notification in writing or in text form within 3 working days.

6.3 The customer may extend the transition period once by a period that they consider appropriate for their purposes, but not longer than 3 months. For complex migrations, the parties may agree by mutual consent on a longer period, but not exceeding 12 months. The customer must inform the provider in writing or in text form of their intention by the end of the original transition period and specify the alternative transition period. The provider shall confirm receipt of such an extension notification in writing or in text form within 3 working days.

7) Obligations of the Provider during the Switching Process

The provider undertakes to support the customer and third parties commissioned by the customer in an appropriate manner from the beginning and throughout the entire duration of the switching process so that the customer can switch within the agreed transition period. For this purpose, the provider must, in particular:

- provide capabilities, appropriate information (including the documents required to carry out the switch) and technical support. If problems are identified, the provider and the customer shall analyze the causes in good faith and work towards solutions;
- act with due diligence to maintain business continuity and continue to provide the contractual functions or services;
- maintain a high level of security throughout the entire switching process, particularly for the security of data during their transfer.

8) Customer’s Duties

8.1 The customer undertakes to take all reasonable measures to achieve an effective switch. The customer is responsible for the import and implementation of data and digital assets into their own systems or into the target provider's systems.

8.2 The customer or third parties commissioned by them, including the target provider, undertake to respect the intellectual property rights and trade secrets in the materials provided by the provider in the switching process. The customer further undertakes to grant third parties or the target provider access to these materials and, if applicable, to grant sub-licenses for their use only to the extent necessary for the carrying out of the switching process until the end of the agreed transition period, including the alternative transition period, while observing the confidentiality obligations as well as the intellectual property rights granted by the provider.

9) Retrieval and Deletion of Data

9.1 The customer may retrieve or delete their data during the agreed period for data retrieval. The data retrieval period is 30 calendar days and begins after the expiry of the agreed transition period. The parties may agree on a longer period if this is justified taking into account the mutual interests.

9.2 After expiry of the agreed retrieval period and upon successful completion of the switching process, the provider undertakes to delete all exportable data and digital assets generated by the customer or directly related to the customer and to confirm to the customer that they have done so. This does not apply to exportable data that the provider must retain under mandatory EU law or the law of the EU member states, provided that the provider informs the customer which exportable data they retain, for how long, and for what reasons.

10) Remuneration for the Switching Process and Exit Fees

The provider shall not charge any additional remuneration for the switching process.

11) Termination of the Switching Process

11.1 As soon as the customer informs the provider that the switching process has been successfully completed, the provider shall promptly inform the customer about the termination of the contract. If the customer does not inform the provider of a successful switch or the absence thereof, although the provider has reasonable grounds to assume that the switch has been successfully completed by the customer, the provider may request confirmation from the customer that the switch has been successfully completed. If the customer does not confirm the successful switch within 30 working days of this request, it shall be assumed that the switch was not successful, and the contract shall not be terminated but shall continue under the existing conditions.

11.2 If the customer does not wish to switch but only wishes to delete their exportable data and digital assets, the provider undertakes to inform the customer about the termination of the contract at the end of the agreed notice period.

12) Contract Termination

12.1 The contract shall be deemed terminated between the parties if one of the following events has fully occurred:

- upon successful completion of the switching process;
- after expiry of the notice period if the customer does not wish to switch but wishes to delete their exportable data and digital assets upon termination of the service.

12.2 If the contract or the provider's GTC contain clauses on termination due to statutory provisions or related cases, such as the following:

- a party applies for a payment deferment or suspension of payments or a party has been declared insolvent;
- a party has still not fulfilled a material or other obligation under the contract in time, which (either contractually or by law) leads or may lead to termination of the contract;
- a party has become aware of a change in ownership or power of disposition that contractually or by law leads or may lead to termination of the agreement;
- the agreement is declared void due to a breach of or a change in the applicable mandatory law; or
- similar or identical situations or other situations that contractually or by law lead or may lead to termination of the agreement,

the agreement together with the agreed services and functions shall not be terminated or expire before one of the events according to the above number has clearly occurred. This shall not affect other rights or remedies available to one party against the other party.

The customer may agree with the provider on success criteria for the switch as well as milestones for the switch and report on the status of their achievement during the switching process. In any case, the customer must inform the provider of the successful switch.

12.3 If the switching process cannot be successfully completed, the parties must cooperate in good faith to improve the switching process and achieve a successful completion, enable a timely data transfer, and maintain continuity of services. In doing so, the provider shall, upon the customer's request, assist the customer in determining the reasons for the unsuccessful switch and inform them how the identified obstacles can be removed or circumvented.

- The customer shall, at their own discretion, engage the target provider on their behalf.
- Without prejudice to other legal remedies available under applicable law, the agreement shall not be terminated or expire before the successful completion of the switching process or before a corresponding decision by a competent court or a forum selected and agreed upon by the parties.
- In the event of conflicts or discrepancies between these clauses and other agreements on the termination of the contract between the parties, these clauses shall take precedence.

12.4 The switching process shall be deemed successfully completed if:

- the agreed notice period has expired,
- the transition period has begun after expiry of the notice period,
- the data retrieval period has begun after expiry of the transition period, and
- the data deletion has been successfully completed after expiry of the data retrieval period or after expiry of an alternatively agreed period following successful completion of the switching process.

12.5 If the customer decides at the end of the transition period not to delete all their exportable data and digital assets at the end of the agreed data retrieval period and wishes to ensure that they are available for a certain additional time with limited functionality, or if the customer and the provider have agreed to maintain the contract without providing certain services, unless the customer has expressly ordered otherwise, this may only be done after:

- the agreed notice period has expired,
- the transition period has expired, and
- an alternative period for data retrieval and other conditions for the service with limited functionality or the maintenance of the contract have been agreed between the customer and the provider (in particular, the permission for the provider to delete the data after the alternative data retrieval period and/or the determination of the remuneration for this additional period).

If the alternative data retrieval period and other conditions for the service during this period are proposed by the provider, the contract shall not be terminated or expire before the customer has, at their own discretion, accepted the deletion and clearly confirmed that the contract is terminated.

12.6 The right of the contracting parties to terminate the contractual relationship in the case of an indefinite contract by ordinary termination shall remain unaffected, provided that the reason for termination is neither a change of provider nor – on the customer's part – an intention to delete data.

12.7 If the contract was expressly concluded for a fixed period and the expiry date is reached before the switching process has been completed, and the customer has not requested the deletion of their exportable data and digital assets,

- the transition period shall begin upon the expiry date of the contract and the provider shall provide reasonable assistance with the switch;
- the above provisions on successful or unsuccessful completion of the switching process shall apply mutatis mutandis.

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