ASCEND GmbH
Wilhelm-Spaeth-Straße 2
90461 Nürnberg
www.ascend.de

LEGAL DOCUMENT

General Terms and Conditions of Shop Rental

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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 an entrepreneur (hereinafter "Customer") concludes with the Provider regarding the services presented by the Provider on its website. The inclusion of the Customer's own conditions is hereby objected to, unless something else has been agreed upon.

1.2 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.

1.3 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.

1.4 These GTC also apply exclusively if the Provider, with knowledge of the Customer's conflicting or diverging conditions, performs the service for the Customer without special reservation.

2) Services of the Provider

2.1 Establishment and Provision of an Online Shop

The Provider establishes an online shop for the Customer, whereby the Customer can choose from various shop designs specifically provided by the Provider. The Provider may use standard software provided by third parties for this purpose to fulfill its contractual obligations. The Provider is responsible for obtaining the necessary usage rights. The content and scope of the Provider's owed service result from the respective service description on the Provider's website.

After the online shop has been established, it is stored by the Provider on a server and made accessible to the Customer.

The Customer can edit the content of the online shop set up for them independently via a password-protected administration area, but cannot influence basic design elements such as background colors, proportions, page layout, etc. The editing options allow, in particular, the insertion and deletion of pages, the navigation adjustment required thereby, the replacement and insertion of images and graphics in areas specifically designated and created for this purpose, text changes, as well as the insertion of hyperlinks.

The respective service description on the Provider's website is decisive for the condition of the shop software provided by the Provider. The Provider does not owe any condition of the software beyond this.

2.2 Maintenance of the Shop Software

The Provider assumes the maintenance of the shop software described in more detail in the service description on its website.

The maintenance includes

the updating of the software (updates),

the documentation of the work carried out,

the maintenance and restoration of the software's operational readiness,

periodic maintenance services such as software tests etc.

Not owed are, in particular, the introduction and training of the Customer's personnel, the change of the Customer's hardware or operating system, as well as individual adaptations of the software. This also applies to the elimination of malfunctions and damage caused by incorrect operation by the Customer, by faulty hardware, by an interruption of the power supply, by the influence of third parties, or by force majeure.

2.3 Hosting

The online shop is hosted by the Provider, whereby the Provider may use the services of third parties to fulfill its contractual obligations.

The content is made available on a server 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 Provider's own data communication network's handover point to the Internet and the server provided for the Customer. The Provider cannot 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 this extent.

The Provider's hosting service is offered subject to availability. One hundred percent availability cannot be technically realized 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 outside the Provider's control (disruptions of public communication networks, power outages, etc.), may lead to disruptions or temporary shutdown of the service.

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

The availability is calculated on the basis of the time falling in the respective calendar month within the contract period minus maintenance times. The Provider will carry out maintenance work, as far as possible, during times 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 a backup medium, but only to the restoration of the backed-up contents to the server.

The Provider is entitled to adapt the hardware and software used for providing the services to the respective state of the art. If such an adaptation results in additional requirements for the contents stored on the server for the Customer in order to ensure the Provider's provision of services, the Provider will inform the Customer of these additional requirements in good time. In this case, the Customer must notify the Provider by no later than four weeks before the switching date whether they will adapt their contents to the additional requirements in good time - that is, by no later than

three working days before the switching date. If the Customer refuses to adapt their contents or does not declare their agreement to do so within the aforementioned period, the Provider may terminate the contractual relationship with effect from the switching date.

2.6 Procurement of an Internet Domain

The Provider also assumes the procurement of the Internet domain(s) under which the online shop is to be made accessible. For this purpose, the Customer must designate the Internet domain(s) they desire. The Provider assumes no guarantee for the availability of the desired domain(s) or the non-infringement of third-party rights (e.g., name, trademark, or title rights) by the registration of the desired domain(s) for the Customer. If the desired domain(s) are no longer available, the Provider will notify 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 expire without result, the Provider is entitled to select a domain for the Customer. The obtaining of rights to domains already registered for third parties by the competent registration authority is not the Provider's responsibility. 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 about the conditions, the Provider must independently represent the Customer's financial interests and use its expertise in the Customer's service. It must provide the Customer with information and render an account at any time upon request about the status and progress of its endeavors in this matter.

All rights and name rights acquired in the domain belong to the Customer.

2.7 Entry in Search Engines, Search Engine Optimization

Unless the service description on the Provider's website states otherwise, the Provider is not obligated to register the online shop with certain search engines or to optimize it for findability in certain search engines.

3) Changes to Services

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

3.2 The Provider further reserves the right to change the offered services or to 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 administrative decision directed against it;
- insofar as the respective change is necessary to close existing security gaps;
- if the change is only advantageous for the Customer; or
- if the change is purely technical or procedural in nature without significant effects for the Customer.

3.3 Changes with only insignificant influence on the Provider's services do not constitute changes to services within the meaning of this provision. This applies in particular to changes of a purely graphical nature and the mere change in the arrangement 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 can submit the offer via the online order form provided on the Provider's website. Here, the Customer, after entering their personal data, submits a legally binding contract offer in relation to the selected services by clicking the button that concludes the ordering process. Furthermore, the Customer can also submit the offer via email, fax, mail, or telephone to the Provider.

4.3 The Provider can 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. 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 When submitting an offer via the Provider's online order form, the contract text is stored by the Provider after the conclusion of the contract and transmitted to the Customer in text form (e.g., email, fax, or letter) after submission of their order. A further making available of the contract text by the Provider does not take place. If the Customer has set up a user account for 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.

4.5 Before the binding submission of the order via the Provider's online order form, the Customer can continuously correct their entries using the usual keyboard and mouse functions. Furthermore, all entries are displayed once more in a confirmation window before the binding submission of the order and can also be corrected there using the usual keyboard and mouse functions.

4.6 German is available for the conclusion of the contract.

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

5) Granting of Usage Rights

5.1 The Provider grants the Customer the non-exclusive right, limited in time to the duration of the contract concluded with the Provider, to use the provided online shop for their own commercial purposes and assures that they are entitled to grant this usage right. The granting of rights is not limited to uses on the Internet but also includes exploitation in other ways, e.g., in radio and television or in print versions, as well as in all other possible ways.

5.2 The Customer may use the provided online shop only for themselves and only for the purposes arising from the contract with the Provider. In particular, the Customer is not entitled, without the Provider's express consent, to allow third parties to use the online shop.

5.3 The Customer is entitled to subsequently edit the online shop within the limits of these GTC. Any editing or modification of the online shop beyond this is only permitted with the Provider's separate consent.

5.4 The Provider is entitled to use the online shop at any time for demonstration purposes or as a reference for its work. For this purpose, it may, among other things, make reproductions of individual parts of the online shop (e.g., thumbnails), in particular of the homepage, publicly display, exhibit, present, broadcast, or otherwise exploit the online shop. However, it must always take the Customer's rights into consideration. The right extends to the online shop in the version provided by the Provider as well as to later versions, provided that the original design content has not completely receded into the background compared to the changes.

6) Customer’s Duties

6.1 The Customer must provide the Provider with all contents required for the establishment of the online shop, such as texts, images, videos, in the file formats and file sizes specified by the Provider on its website. The Customer is solely responsible for obtaining and acquiring rights to these contents.

6.2 The contents placed by the Customer on the storage space intended for them may be protected by copyright and data protection law. The Customer grants the Provider the right to make the contents placed by them on the server accessible when queried via the Internet, in particular to reproduce and transmit them for this purpose, as well as to reproduce them for data backup purposes. The Customer checks, on their own responsibility, whether their use of personal data complies with data protection requirements.

6.3 The Customer undertakes not to place any content on the provided storage space that violates applicable law or infringes the rights of third parties. The Customer is further responsible for ensuring 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.

6.4 The Customer shall indemnify the Provider against all claims that third parties assert against the Provider due to the infringement of their rights based on contents placed by the Customer on the server. In doing so, the Customer shall bear 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 infringement. The Customer is obligated to provide the Provider, in the event of being claimed against by third parties, immediately, truthfully, and completely with all information necessary for the examination of the claims and a defense.

6.5 In the event of an imminent or actual violation of the aforementioned obligations, as well as when asserting claims by third parties against the Provider based on the contents stored on the server that are not obviously unfounded, the Provider is entitled, taking into account the Customer's legitimate interests, to temporarily suspend, in whole or in part, with immediate effect, the connection of these contents to the Internet. The Provider will inform the Customer about this measure without delay.

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 contents stored on the server to the Internet. The Provider will inform the Customer about this measure without delay.

6.7 For access to the storage space intended 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 share the password with persons whom they have authorized to access the storage space.

7) Moderation and Restriction of Content

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

7.2 Customers and affected third parties can report allegedly 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 scope of checks possibly carried out on the Provider's own initiative, a human content check is generally performed. In individual cases, automated technical inspection procedures may be added complementarily.

7.4 If, based on a report or within the scope 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, at its reasonable discretion, to take one or more of the following measures:

- Warning to 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).

7.5 When selecting 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 uninterrupted, trouble-free, and integral continuation of its business activities. Criteria considered when imposing a measure are:

- the statement and significance of the specific content and its potential for violation or danger,
- the frequency of publication of inadmissible content by the Customer,
- the ratio of the publication of inadmissible content by the Customer to their other use of services,
- insofar as recognizable, the intentions pursued by the Customer with the publication of inadmissible content,
- insofar as recognizable, the existence and degree of fault of the publishing Customer.

7.6 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.

8) Remuneration and Payment Terms

8.1 Unless the Provider's offer states otherwise, the stated prices are net prices, which apply plus the statutory value-added tax.

- The remuneration for the Provider's services is payable by the Customer annually in advance, unless otherwise agreed. The obligation to pay the remuneration begins with the activation of the storage space by the Provider.
- The remuneration for the Provider's services is payable by the Customer monthly in advance by no later than the fifth working day of each month, unless otherwise agreed. The obligation to pay the remuneration begins with the activation of the storage space by the Provider. For the month in which the initial activation takes place, the remuneration for each day following the activation is 1/30 of the agreed amount.
- The remuneration is collected annually by direct debit (direct debit) from the Customer's bank account. 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 funds 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 financial institution if they are responsible for this.
- The remuneration is collected monthly by direct debit (direct debit) from the Customer's bank account. 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 funds 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 financial institution if they are responsible for this.

8.4 The provision of services by the Provider is linked to the Customer meeting their payment obligations on time. If the Customer is in default of payment for two consecutive payment intervals with a not insignificant part of the owed remuneration, the Provider can terminate the contractual relationship for good cause without observing a notice period.

9) Contract Duration and Termination

9.1 The contract is concluded for an indefinite period, but for a minimum duration of one year (minimum term). During the minimum term, the contract can be terminated with a notice period of three months to the end of the minimum term. If the contract is not terminated in time, it is extended by one additional year each time and can then be terminated again with a notice period of three months to the end of the respective contract period.

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 mutual interests, the continuation of the contractual relationship until the agreed termination or until the expiry 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

The Provider is liable for defects in the functionality of the online shop according to the statutory provisions, unless the following provisions state otherwise.

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 is liable without limitation under any legal basis

- 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 Provider breaches a material contractual obligation through negligence, its liability is limited to the damage typical for the contract and foreseeable, unless it is liable without limitation according to the preceding paragraph. 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, the Provider's liability is excluded, unless it is liable without limitation according to the preceding paragraph.

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 without stating reasons, unless this is not reasonable for the Customer. The Provider will inform the Customer about amendments to the GTC in good time in text form. If the Customer does not object to the validity of the new GTC within a period of four weeks after notification, the amended GTC are deemed accepted by the Customer. The Provider will point out to the Customer in the notification their right to object and the significance of the objection period.

12.2 The Provider further reserves the right to amend these GTC,

- 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 administrative 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 adversely affected;
- if the change is only advantageous for the Customer; or
- if the change is purely technical or procedural in nature, unless it has significant effects for the Customer.

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

13) Applicable Law, Place of Jurisdiction

13.1 The law of the Federal Republic of Germany applies to all legal relationships between the parties.

13.2 If the Customer acts as a merchant, a legal entity under public law, or a special fund under public law with its 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 place of business. If the Customer has its registered office outside the territory of the Federal Republic of Germany, the Provider's place of business is the exclusive place of jurisdiction for all disputes arising from this contract. 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.

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 a comprehensive and on-demand network access to a jointly used 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, irrespective 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 operated by the customer or a third party.

2.4 "Switching" within the meaning of these GTC is a process involving the provider, the customer, and, if applicable, a receiving 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 that is offered to one of the customer's own ICT infrastructure in own premises, also through extraction, transformation, and uploading of data.

2.5 "Exportable data" within the meaning of these GTC are input and output data including metadata that are directly or indirectly generated through the customer's use of the data processing service or jointly generated, with the exception of 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 without significant impairment of the data, digital assets, or service architecture is not possible, 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 exempt from the obligation to export data if there is a risk of violation of the provider's trade secrets;

- clear information about known risks to 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 shall agree on a switching and exit plan (hereinafter "Plan"), which shall contain, in particular, the following:

- details of the 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 to export and transfer the 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 At 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 At 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 at the customer's request to review whether changes are required.

5) Initiation of the Switching Process

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

5.2 In the switching notification, the customer must state whether they intend:

- to switch to another provider of data processing services. In this case, the customer should provide the necessary details about the target provider;
- to switch to the customer's own 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 within 3 business days at the latest via the same communication channel used by the customer.

6) Transition Period

6.1 The transition period is 30 calendar days and begins upon expiration 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 business 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 must confirm receipt of this extension notification within 3 business days in writing or in text form.

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 of their intention in writing or in text form by the end of the original transition period and specify the alternative transition period. The provider shall confirm receipt of such an extension notification within 3 business days in writing or in text form.

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 expertise, reasonable information (including the documentation 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 switching process, in particular for the security of data during its transfer.

8) Obligations of the Customer

8.1 The customer undertakes to take all reasonable measures to achieve an effective switch. The customer is responsible for importing and implementing 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 to carry out the switching process until the end of the agreed transition period, including the alternative transition period, while respecting the confidentiality obligations and 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 expiration 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 the agreed data retrieval period has expired and the switching process has been successfully completed, 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 this has been done. 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 of the termination of the contract. If the customer does not inform the provider of the successful switch or the lack thereof, although the provider has legitimate reason to believe that the switch has been successfully completed by the customer, the provider may demand from the customer confirmation 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 presumed 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 wishes to delete their exportable data and digital assets, the provider undertakes to inform the customer of the termination of the contract at the end of the agreed notice period.

12) Termination of the Contract

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

- with the successful completion of the switching process;
- after the expiration 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 moratorium or suspension of payments or a party has been declared insolvent;
- a party has still not complied with 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 disposal 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 pursuant to the above provision has clearly occurred. This shall not affect any 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, at the customer's request, assist the customer in determining the reasons for the unsuccessful switch and inform them how the identified obstacles can be eliminated or circumvented.

- The customer shall, at their discretion, engage the target provider on their behalf.
- Without prejudice to other 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 of 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 to have been successfully completed if:

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

12.5 If the customer decides at the end of the transition period not to delete all of their exportable data and digital assets at the end of the agreed data retrieval period and wishes to ensure that they remain available for a certain additional period with restricted functionality, or if the customer and the provider have agreed to maintain the contract without the provision of 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 restricted 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 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 by ordinary termination in the case of an indefinite contract shall remain unaffected, provided that the reason for termination is neither a provider switch nor – on the customer's side – an intention to delete data.

12.7 If the contract was expressly concluded for a fixed duration and the expiration 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 on the expiration 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.

As of: 27.08.2026, 22:30:41