

GENERAL TERMS AND CONDITIONS STACKIT MARKETPLACE

A. General part

1. Basic principles

- 1.1 These STACKIT Marketplace General Terms and Conditions ("**GTC**") apply exclusively to the use of the STACKIT Marketplace ("**Marketplace**") and the purchase of products via the Marketplace. The GTC govern the legal relationship between the customer ("**Customer**") and STACKIT GmbH & Co. KG, Stiftsbergstraße 1, 74172 Neckarsulm ("**STACKIT**").
- 1.2 The services offered by STACKIT are aimed exclusively at entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law.
- 1.3 Deviating or additional terms and conditions of the Customer shall only become part of the contract if STACKIT expressly agrees to their validity in writing. The GTC shall also apply if STACKIT accepts a service from the customer in the knowledge of conflicting or deviating terms and conditions.
- 1.4 These GTC consist of a section "A. General part", which contains general agreements that always apply to the use of the entire Marketplace, as well as subsequent special parts in sections B. following, which - depending on the service and business area - supplement special conditions that only apply to the respective service or business area. In the event of contradictions, the relevant special section shall always take precedence over the general section.

2. STACKIT Cloud Portal and customer account; relationship to the STACKIT Cloud T&Cs

- 2.1 The Marketplace is a sub-instance of the STACKIT Cloud Portal. The use of the Marketplace requires prior successful registration and the creation of a customer account for the STACKIT Cloud Portal ("**STACKIT Cloud Portal**").
- 2.2 The General Terms and Conditions of STACKIT Cloud, which can be found at <https://www.stackit.de/en/general-terms-and-conditions/cloud-services/> ("**STACKIT Cloud GTC**"), apply to the customer account, the use of the STACKIT Cloud Portal and the STACKIT Cloud Services ("**STACKIT Cloud Services**") obtained via the STACKIT Cloud Portal.
- 2.3 The STACKIT Cloud GTC shall only apply to the use of the sub-instance of the Marketplace and the purchase of products made available via the Marketplace if and to the extent that these STACKIT Cloud GTC are expressly referred to in the context of these GTC.

3. Structure of the Marketplace; Products

- 3.1 Via the Marketplace, the Customer can view the currently available products (e.g. Software as a Service, container images, professional services) (collectively "**Products**"). The presentations within the Marketplace do not constitute a legally binding offer, but a non-binding catalog of services.
- 3.2 The form in which the customer can purchase the products is shown in the respective product overview displayed within the Marketplace.
- 3.3 Within the Marketplace or in the product overview, the Customer will also find information in particular as to whether a product is a product created and offered directly by STACKIT ("**Direct Sales**"), whether STACKIT resells a product of a third party ("**Reselling**"), or whether a product can be purchased by the Customer via a third party ("**Product Listing**").
- 3.4 If STACKIT and the Customer conclude an individual contract for a product offered via the Marketplace ("**Contract**"), the Contract shall be concluded - unless otherwise agreed - under the terms of these GTC and the parameters specified in the order process within the Marketplace and, if applicable, selected by the Customer (if selectable).
- 3.5 STACKIT is entitled to use suitable subcontractors for the provision of the products, even without the Customer's consent. Subcontractors are in particular software manufacturers of reselling products.

4. Content of the products

- 4.1 The service content of the products that the customer can purchase via the Marketplace is conclusively defined in the product description that can be viewed via the Marketplace and the applicable terms of use:
- The product description of the selected product and accompanying materials, as viewable or retrievable on the Marketplace, contain a description of the functionality, compatibility and areas of application of the product.
 - The terms of use for the selected product and any supplementary contractual documents, including direct agreements between the customer and the software manufacturer regarding the selected product (e.g. EULA), contain the scope of the license and the rights and restrictions of use for the customer.
 - The service description or service level agreement for the selected product contains the regulations and parameters under which the product is available.
 - The product documentation, as it can be viewed or retrieved via the Marketplace, contains supplementary technical information on the product.
- 4.2 The information, descriptions or agreements on the product referred to in Section 4.1 above may originate from STACKIT or - in the case of reselling products in accordance with Part C - from the software manufacturer of the respective product. The scope of services can therefore also result from agreements between the software manufacturer and the customer regarding the respective product, which are concluded via the Marketplace. The content of these agreements is included in the contract. However, information, descriptions or agreements relating to the product that cannot be viewed or accessed via the Marketplace cannot be used to determine the scope of services.

5. Modification and adaptation of products

- 5.1 STACKIT is entitled to change products in the future for good cause that was not foreseeable when the contract was concluded, provided that the corresponding change does not change essential service contents for the equivalence relationship between the parties and the change is reasonable for the customer, i.e. the ratio of service and consideration does not shift predominantly to the disadvantage of the customer (in particular through upgrades). STACKIT shall notify the Customer of such changes with a lead time of at least two (2) weeks. If the customer does not object to STACKIT in writing after receipt of the notification of the change until the changes take effect, the change shall be deemed approved and shall become part of the contract. STACKIT shall expressly inform the customer of the legal consequences, the deadline and the date of entry into force upon notification of the change. In the event that the Customer objects to the change in performance, STACKIT shall be entitled to an ordinary special right of termination with immediate effect with regard to the product.
- 5.2 STACKIT may make updates, patches, bug fixes or other improvements to products as well as adjustments due to legal requirements at any time, even without notice to the Customer within the meaning of Section 5.1. The Customer is also obliged to install the aforementioned updates, patches, bug fixes or other improvements without delay, insofar as this is technically necessary for the implementation of the aforementioned updates, patches, bug fixes or other improvements.
- 5.3 Insofar as the contract or the service description contain specific provisions on changes or adjustments to the respective product, these provisions shall take precedence over Section 5.1.
- 5.4 STACKIT points out to the Customer that changes or adjustments to products may result in the Customer's own hardware and software or hardware and software from third parties, which was not provided by STACKIT, possibly no longer functioning or only functioning to a limited extent in conjunction with the changed product. In this respect, STACKIT assumes no liability for the functionality or the restoration of the functionality of hardware and software of the customer or third parties, except in the cases of section 8.1.

6. Term and termination of contracts

- 6.1 Products are generally offered in the Marketplace as time-limited subscriptions, unless expressly stated otherwise. Available term models can be viewed via the Marketplace.
- 6.2 Unless otherwise agreed during the ordering process, the term of a contract is automatically extended by a further subsequent term after expiry of the initial term or any subsequent terms if the customer or STACKIT does not terminate the contract properly at the end of the initial term or the respective subsequent term.
- 6.3 The notice periods are determined by the respective term model:
 - In the case of a contract with hourly billing, the contract can be terminated by the customer at any time via the customer's customer account on an hourly basis. STACKIT has the right to terminate a contract with hourly billing with a notice period of fourteen (14) calendar days;
 - In the case of a contract with a monthly term, the notice period for each party is fourteen (14) calendar days to the end of the respective contract month.
- 6.4 A deviating term of the contract, any deviating automatic contract extensions and deviating notice periods for the respective product may arise from the product description within the Marketplace and the information provided during the ordering process and shall take precedence in case of doubt.
- 6.5 Each contract can be terminated by either party for good cause - without observing a notice period. Good cause exists if there are facts on the basis of which the terminating party can no longer reasonably be expected to continue the subscription contract, taking into account all the circumstances of the individual case and weighing up the interests of the parties ("good cause"). If the good cause consists in the breach of a contractual obligation, termination shall only be permissible after the unsuccessful expiry of a deadline set for remedial action or after an unsuccessful warning, unless the setting of a deadline is dispensable within the meaning of Section 323 (2) BGB. An important reason that entitles STACKIT to terminate a supply contract exists in particular if
 - the customer is in arrears with the payment of a not insignificant part ($\geq 20\%$) of the invoice and does not pay the outstanding amount even after a reminder has been issued,
 - the Customer commits numerous or serious breaches of contract,
 - the Customer causes damage to the STACKIT Cloud Portal or Marketplace through conduct for which he is responsible,
 - the Customer seriously violates these GTC, or
 - the Customer uses the product in connection with extremist, illegal or immoral content or refers to information of such content that serves to incite hatred, incites criminal offenses or glorifies or trivializes violence that is likely to seriously endanger the morals of children or adolescents or impair their well-being or may damage the reputation of STACKIT or an affected software manufacturer.
- 6.6 STACKIT is entitled to temporarily or permanently block the customer's access to a product if there are concrete indications that the customer is violating or has violated these GTC and/or applicable law, or if STACKIT has another legitimate interest in blocking (e.g. not insignificant default of payment by the customer, security risks for STACKIT or customers of STACKIT). When deciding whether to block one or more purchased products, STACKIT shall take appropriate account of the customer's legitimate interests and, if possible, threaten a block in advance in text form with a reasonable period of notice.
- 6.7 All terminations by the Customer must always be made via the Customer's customer account.
- 6.8 If the Customer's rights of use to products granted for a limited period of time end, the Customer must delete the product (including all programs and software as well as any copies) and confirm this in text form at STACKIT's request. Insofar as the Customer is obliged to retain the product due

to statutory retention obligations, the Customer's obligation shall come into effect at the end of the statutory retention obligations.

7. Deletion of the customer's data

- 7.1 Unless otherwise contractually agreed, the Customer shall no longer have access to the respective product upon termination of the contract for a product. With regard to data and digital assets that may be exported with the product, the Customer is responsible for backing them up outside the product or STACKIT's systems before termination of the contract.
- 7.2 Notwithstanding the Customer's statutory deletion rights and unless otherwise agreed, any exportable data and digital assets still available at STACKIT shall be irrevocably deleted no later than 30 calendar days after termination of the contract for the product concerned. The deletion includes, in particular, exportable data and digital assets in the Customer's environment, media data and backups (if any) on STACKIT's systems.
- 7.3 Data for which STACKIT is obliged to further storage due to mandatory statutory provisions shall remain unaffected by the deletion in accordance with this Section 7.
- 7.4 At the request of the Customer, STACKIT shall confirm the deletion of data in accordance with this Section 7.

8. Warranty

- 8.1 The customer must report defects immediately upon becoming aware of them. Notifications of defects by the customer must contain in particular (i) a detailed description of the incident, (ii) details of the time and duration of the failure and (iii) the number and location(s) of the persons affected (if applicable). The customer must take reasonable measures to facilitate the identification of the defects and their causes.
- 8.2 The customer's right to remedy the defect itself in accordance with Section 536a (2) BGB is excluded.
- 8.3 The Customer's rights due to defects in the products are excluded if the Customer has made changes to the product or has had changes made to the product without STACKIT's consent, unless the Customer proves that the changes have no unreasonable effects on the analysis and elimination of the defects.
- 8.4 STACKIT assumes no warranty for the suitability of the products for a specific purpose, unless this has been expressly agreed.

9. Liability

- 9.1 STACKIT shall be liable in accordance with the statutory provisions for damages - irrespective of the legal grounds –
 - in the event of intent and gross negligence,
 - in the event of simple negligence for damages resulting from injury to life, body or health,
 - in the event of the assumption of a guarantee,
 - in the event of fraudulent concealment of a defect and
 - in the event of claims by the customer under the Product Liability Act.
- 9.2 Notwithstanding the provisions in the above Section 8.1, STACKIT shall only be liable for other damages in the event of simple negligence in the event of a breach of an essential contractual obligation; essential contractual obligations are those obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer regularly relies and may rely and which protect the customer's essential contractual legal positions. In this case, STACKIT's liability shall be limited to compensation for foreseeable, typically occurring damage.
- 9.3 In the event of STACKIT's liability pursuant to Section 8.2, the amount of liability shall be limited to the higher of the following amounts: (a) the sum of the remuneration paid by the customer to STACKIT for the respective contract underlying the damage event within the twelve (12) calendar months preceding the damage event, or (b) Euro 25,000.

- 9.4 In the event of data loss or data destruction, STACKIT shall only be liable if the data loss or destruction was caused intentionally, through gross negligence or due to a breach of a material contractual obligation by STACKIT. STACKIT's liability shall be limited to the amount of damage that would have occurred even in the event of proper data backup by the Customer.
- 9.5 STACKIT shall not be liable for the data content and data consistency of the Customer's data.
- 9.6 STACKIT shall not be liable for the impossibility of obtaining a product or for delays in obtaining a product if these are caused by force majeure or other events not foreseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, failures of the Internet or other publicly accessible telecommunications networks, difficulties in obtaining the necessary official permits, official measures) for which STACKIT is not responsible in accordance with Section 8.1 or 8.2. If such events make it significantly more difficult or impossible for STACKIT to procure the product and the hindrance is not only temporary (e.g. no provision of the required interface by the customer), STACKIT is entitled to withdraw from the contract, provided that no exchange of services has yet taken place, otherwise to terminate the contract for the purchase of the respective product concerned. In the event of hindrances of a temporary duration, the delivery or service deadlines shall be extended or the delivery or service dates postponed by the period of the hindrance plus a reasonable start-up period. Insofar as the customer cannot reasonably be expected to accept the product as a result of the delay in procurement, the customer may terminate the contract for the purchase of the respective affected product by immediate declaration in text form to STACKIT.
- 9.7 The strict liability of STACKIT according to § 536a para. 1, 1st alt. BGB due to defects that already exist at the time of conclusion of the contract is excluded, unless the defect relates to a property warranted by STACKIT.
- 9.8 The claims for damages and claims for reimbursement of futile expenses of the customer shall become statute-barred within one (1) year. This shall not apply to claims pursuant to Clause 8.1.
- 9.9 Otherwise, STACKIT's liability - regardless of the legal basis - is excluded.
- 9.10 Insofar as STACKIT's liability towards the customer is limited or excluded, this shall apply accordingly to legal representatives, employees, freelancers and other vicarious agents of STACKIT.
- 9.11 STACKIT shall only be liable for damages that are exclusively attributable to the free use of the Marketplace (i.e. without products being affected at the same time) in accordance with Section 8.1; any further liability is excluded.

10. Use of free products

- 10.1 Insofar as STACKIT provides the Customer with products for use free of charge or free of charge for test purposes (in particular preview versions, alpha/beta tests, free trials, test access, etc.) ("**free products**"), the following provisions of this Section 9 shall also apply. In the event of a conflict between the provisions of Section 9 and the other provisions of the GTC, the provisions of Section 9 shall take precedence.
- 10.2 Free products that can be obtained via the Marketplace are identified as such and are not invoiced to the customer.
- 10.3 Special free products that serve test purposes are identified as such in the portal (e.g. as beta, free trial, test access).
- 10.4 Free products for test purposes do not represent fully developed products and may cause errors, lack of functionality, bugs or other problems, for example in the form of data loss, data impairment, malfunctions, delays and damage.
- 10.5 STACKIT is entitled to discontinue, modify or change free products at any time without prior notice.
- 10.6 The Customer is not entitled to receive or continue free products; STACKIT is not obliged to further develop free products offered for test purposes or to offer them as a final product.
- 10.7 STACKIT shall be liable for damages resulting from the use of free products in accordance with Section 8.1. Otherwise, liability is excluded.

- 10.8 If STACKIT grants the Customer a period of free use of a product, the above provisions shall apply accordingly to the product used by the Customer within the free period of use.

11. Requirements for the use of the customer

- 11.1 The use of the products is subject to the requirements listed below as well as any obligations to cooperate or provide, which are listed in the contract or the product description. The Customer shall support STACKIT to a reasonable extent in the contractual performance, in particular to create all technical and organizational prerequisites on its own responsibility in order to enable proper performance.
- 11.2 The Customer itself shall be responsible for all data transmitted by it, in particular for their legality and integrity. STACKIT shall not monitor or check these contents.
- 11.3 The Customer must ensure that the Marketplace and purchased products are used exclusively by authorized persons. Authorized persons are the authorized employees of the customer, unless otherwise agreed. The customer is responsible for administering authorizations and monitoring the usage rights of individual users. If there are indications of use by unauthorized third parties, the customer shall inform STACKIT of this immediately.
- 11.4 In particular, the customer must also comply with the following:
- Access data provided must be protected against access by third parties and may not be passed on to unauthorized third parties;
 - industrial property rights and copyrights of third parties must be observed (e.g. when transferring texts and data of third parties);
 - services of STACKIT and its vicarious agents may not be misused or made available for misuse; in particular, the transmission or reference of information offers with illegal or immoral content, content that serves to incite hatred, incite criminal offenses or glorify or trivialize violence, are likely to seriously endanger the morals of children or young people or impair their well-being or damage the reputation of STACKIT or its vicarious agents is prohibited;
 - attempting to retrieve information or data yourself or through unauthorized third parties without authorization or to intervene in programs operated by STACKIT and its vicarious agents or to have them intervene or to penetrate data networks of STACKIT or its vicarious agents or their customers without authorization;
 - the use of products in connection with content from the areas of gambling and pornography is not permitted;
 - the use of products for use in high-risk areas (including, in particular, weapon systems, nuclear power plants, life support systems, communication and navigation systems in air traffic and other critical areas of use in which the failure of STACKIT Cloud Services could lead directly or indirectly to injury or death of people) is only permitted after prior request and the conclusion of a contract amendment with STACKIT;
 - the exchange of electronic messages may not be misused for the unsolicited sending of messages or information to third parties for advertising purposes (spamming); and
 - before sending data and information, these must be checked for viruses and state-of-the-art virus protection programs must be used. Systems used by the customer and other customer-owned applications and data must be protected against improper use and kept free of malware (e.g. through appropriate firewall settings, the installation of current security updates and software or the use of malware scanners).
- 11.5 As long as cooperation or provision services of the customer are not provided in accordance with the contract, STACKIT shall be released from its respective performance obligation in whole or in part to the extent that STACKIT is dependent on the respective cooperation or provision for the provision of the services owed under the contract. STACKIT is not responsible for service disruptions caused by the non-contractual provision of cooperation or supplies by the customer.

12. Prices and billing

- 12.1 The prices applicable to products are shown in the overview during the order process within the Marketplace. The fee to be paid by the customer within the framework of a contract is shown to the customer before the order is placed and is bindingly agreed upon conclusion of the contract. The price agreed in each case applies per time period or part thereof (depending on the selected term model, e.g. hour or calendar month), i.e. e.g. in the case of hourly billing, the customer is charged the agreed price per hour or part thereof.
- 12.2 Prices are shown as net prices and are subject to any applicable sales tax.
- 12.3 Unless otherwise agreed, the customer will be invoiced for products on a calendar-monthly basis in arrears; if the customer purchases several products within a calendar month, STACKIT is entitled to issue a collective invoice for the products purchased. Invoices are due immediately and without deduction upon receipt by the customer. A payment term of 30 calendar days from receipt of the invoice by the Customer shall apply.
- 12.4 Invoicing shall be carried out in accordance with the payment method previously selected by the customer.
- 12.5 The customer agrees that invoices may be sent to him electronically. Messengers or representatives may also be used for invoicing. Invoices shall be sent to the generally known electronic address of the Customer.
- 12.6 STACKIT is entitled to adjust the prices for current contracts for the first time with effect after expiry of the initially agreed term with a notice period of at least four (4) weeks. If the Customer does not object to the price adjustment in writing to STACKIT within ten (10) days after receipt of the notification, the adjustment shall be deemed accepted. STACKIT shall expressly inform the customer of the legal consequences, the deadline and the date of entry into force upon notification of the change.
- 12.7 The customer may only offset claims that are legally established, ready for decision or undisputed. He shall only be entitled to assert rights of retention if the counterclaim asserted is undisputed or has been legally established. The assignment of claims against STACKIT is excluded; this shall not apply within the scope of application of § 354a HGB (German Commercial Code).
- 12.8 STACKIT is entitled to execute or provide outstanding deliveries or services only against advance payment or provision of security if it becomes aware of circumstances which are likely to significantly reduce the creditworthiness of the customer and which jeopardize the payment of outstanding claims by the customer from the respective contractual relationship.
- 12.9 All payments of remuneration are net after deduction or withholding of current or future taxes, if and insofar as these taxes are levied for STACKIT in the country of residence of the customer and are to be paid by the customer (hereinafter referred to as "tax deduction"). The customer must make all payments required to STACKIT without deduction of any applicable tax withholding, unless this is required by law. In this case, the Customer shall increase the amount to be paid so that STACKIT receives the amount that STACKIT would have received if no such tax deduction had been made after any required tax deduction has been made.

The term taxes includes all types of payments and duties that are determined or levied by the tax authorities or other public bodies authorized to levy taxes in the customer's country of residence. This includes, but is not limited to: income tax, corporation tax, capital gains tax, withholding or deduction tax, together with all types of ancillary payments, such as interest, surcharges and other payments on taxes to be made.

13. Confidentiality

- 13.1 The parties undertake to treat confidential information of the other party confidentially during the term of the contract and for five (5) years after termination of the contractual relationship, in particular not to disclose it to third parties, to protect it from unauthorized access by means of appropriate technical, organizational and legal confidentiality measures and to use it exclusively

within the scope of the cooperation. The right to ordinary termination of this confidentiality obligation is excluded.

13.2 Confidential information includes trade and business secrets (within the meaning of Section 2 of the German Trade Secrets Protection Act) as well as other information that can reasonably be considered confidential and all information or documents disclosed to one party by the other party, a company affiliated with the customer pursuant to Sections 15 et seq. AktG (German Stock Corporation Act) or a Schwarz Group company in the course of their cooperation.

13.3 This obligation shall not apply if and to the extent that

- confidential information was already known to the other party when the contract was concluded or is subsequently lawfully disclosed by a third party, i.e. without violating a confidentiality agreement, statutory provision or official order;
- confidential information is publicly known upon conclusion of the contract or becomes publicly known thereafter without a culpable breach of the above obligation;
- confidential information was obtained by the other party through independent discovery or creation or on the basis of a product made publicly available;
- the disclosure is necessary in the context of the cooperation or to protect the legal interests of the party and is made to auxiliary persons bound to confidentiality in writing in accordance with the above obligation or to consultants bound to confidentiality under professional law;
- the disclosure of the client or a company affiliated with the client pursuant to §§ 15 ff. AktG to another company affiliated with the client in accordance with §§ 15 ff. AktG to another company affiliated with the client in accordance with Sections 15 et seq;
- the disclosure is made by a Schwarz Group company to another Schwarz Group company subject to a written confidentiality obligation in accordance with the above-mentioned obligation;
- one party has released the other party from this obligation;
- in the cases of § 5 of the Law on the Protection of Business Secrets or
- if a mandatory disclosure obligation exists by or due to law or a court or official decision. In this case, the parties shall inform each other immediately in writing or in text form and jointly determine the scope of disclosure to the extent permitted by law.

13.4 Schwarz Group companies are D. Schwarz Beteiligungs-KG and all companies in Germany and abroad in which the aforementioned company directly or indirectly holds a majority interest in the capital.

14. Duty of confidentiality

STACKIT is aware of the statutory duty of confidentiality of persons subject to professional secrecy in accordance with § 203 StGB. STACKIT and its employees are obliged to maintain confidentiality with regard to the data uploaded by the Customer in the course of using the products ("content data"). When using subcontractors who could potentially gain knowledge of content data in the course of their services for STACKIT, STACKIT must ensure that they are bound to secrecy and can only gain knowledge to the extent necessary for the performance of the respective service. In the event that another subcontractor is used by the subcontractor commissioned by STACKIT, STACKIT shall oblige the subcontractor commissioned by it to contractually pass on the same confidentiality obligations that were imposed on the subcontractor commissioned by STACKIT.

15. Amendment of the GTC; adjustment of the Marketplace

15.1 In the event that this is necessary for a valid reason not foreseeable at the time of conclusion of the contract and the amendment or modification of the GTC does not unreasonably disadvantage the customer, in particular because the ratio of performance and consideration does not shift predominantly to the disadvantage of the customer, STACKIT is entitled to amend these GTC in whole or in part with effect for the future. This includes regulatory or legal reasons, reasons of

security, further development, optimization and addition of service content, technical adjustments and ensuring the functionality of the Marketplace.

15.2 In all cases of amendments and changes to the GTC, the customer shall be notified of the changes by e-mail at least eight (8) weeks before the new GTC come into effect. They shall be deemed approved if the customer does not expressly object to the changes after receipt of the notification of change and until the changes take effect. In the notification of change, the customer shall be informed separately of this legal consequence, the start of the period, the period and the date on which the change comes into effect. In the event that the Customer objects to the amendment of the GTC, STACKIT shall be entitled to an ordinary special right of termination with effect from the effective date of the new GTC with regard to those contracts for products that are affected by the amendment.

15.3 STACKIT is entitled to make changes to the Marketplace (including adjustments, additions and removal of functions, (temporary) deactivation, etc.) at any time. Contracts concluded between STACKIT and the Customer shall remain unaffected.

16. Feedback

STACKIT is entitled to use feedback provided to STACKIT by the Customer for the development, further development or other improvements of products.

17. Compliance

The Customer acknowledges that products may be subject to the restrictions of export laws, foreign trade laws, sanctions regulations and other regulations ("**Trade Regulations**"). The customer agrees to comply with the applicable Trade Regulations. By concluding a contract for a product, the customer declares in particular that it is not domiciled in a country or region that is subject to comprehensive trade law restrictions or embargoes (e.g. Cuba, Iran, North Korea, Syria). In addition, the customer shall - irrespective of any other license agreements - not provide any products to natural persons or legal entities that are subject to applicable restrictions under applicable trade regulations. STA-CKIT is not obliged to fulfill existing performance obligations towards the customer to the extent that such fulfillment would constitute a violation of applicable trade regulation.

18. Final provisions

18.1 The legal relationships resulting from these GTC and contracts concluded between the customer and STACKIT shall be governed by German law to the exclusion of the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG).

18.2 Should individual provisions of the GTC or a contract be or become void, ineffective or unenforceable in whole or in part, this shall not affect the validity, effectiveness or enforceability of the remaining provisions of the GTC or the contract. In place of the invalid, ineffective or unenforceable provision, the valid, effective and enforceable provision that comes closest to the economic intent and purpose of the invalid, ineffective or unenforceable provision shall apply - insofar as legally permissible. This applies accordingly to unintended loopholes in these GTC or the contract.

18.3 The exclusive place of jurisdiction for all disputes arising from or in connection with these GTC or contracts for products is Stuttgart.

18.4 In the event of a dispute, the parties are entitled to carry out arbitration within the framework of the currently valid arbitration regulations of the competent IHK arbitration board for IT disputes before conducting court proceedings. If the competent arbitration board does not provide arbitration rules for IT disputes, the IT arbitration rules of the German Association for Law and Informatics (DGRI) shall form the basis of the arbitration procedure.

Status: 30.04.2025

B. Special Part: Direct selling

[temporarily vacant]

C. Special section: Reselling products

1. Reselling products

- 1.1 Reselling products are products that STACKIT has not developed itself, but which it purchases as a reseller (also "**Reseller**") from the respective supplier (usually software developer or distributor (hereinafter also "**Software Manufacturer**")) and offers to the Customer via the Marketplace ("**Reselling Products**").
- 1.2 Reselling Products are recognizable as such via the Marketplace, for example by indicating a software manufacturer other than STACKIT.
- 1.3 Overviews of reselling products listed within the Marketplace regularly contain information on the respective service content, the type of service, the available support and software manufacturer of the reselling product. The information, descriptions or agreements on the reselling product that can be viewed or retrieved via the Marketplace determine the contractual scope of services in accordance with Part A Clause 4.

2. Conclusion of contract for reselling products

- 2.1 The customer submits a binding offer to conclude a contract for the reselling product selected by him by completing the online ordering process via the Marketplace ("**order**").
- 2.2 Upon acceptance of the order by STACKIT, a contract for a fee is concluded between the parties for the provision of the possibility to use the respective reselling product for the agreed term. Acceptance by STACKIT shall be effected, unless expressly communicated, by providing or procuring access to the reselling product to the Customer.
- 2.3 The parties to the contract for the purchase of a reselling product are the Customer and STACKIT.
- 2.4 If the Customer purchases reselling products via the Marketplace from an external third party that has concluded a reselling partnership agreement with STACKIT ("**STACKIT reselling partner**"), any deviating agreements between the STACKIT reselling partner and the Customer shall remain unaffected.

3. Conditions of the software manufacturer

- 3.1 Software manufacturers regularly require that the Customer concludes a separate end user license agreement or comparable direct agreements with the respective software manufacturer ("**EULA**") in addition to the contract between STACKIT and the Customer in order to be allowed to use the software product.
- 3.2 The EULA constitute a separate contract that is concluded solely and separately between the customer and the respective software manufacturer of the reselling product. STACKIT has no influence on the content of the EULA.
- 3.3 Within the EULA, the software manufacturer specifies in particular the scope of the Customer's rights of use of the Reselling Product, the prohibited types of use, regulations on data processing, warranty for the product and product support; this Reselling Product scope also applies in accordance with Part A Clause 4 with regard to the contractual relationship between STACKIT and the Customer. If payment terms are regulated in the EULA, these shall not apply in the relationship between STACKIT and the Customer; in this respect, these GTC shall apply exclusively.
- 3.4 STACKIT is entitled to terminate a contract with the customer for a reselling product for good cause if (i) the customer violates provisions of the EULA of the software manufacturer and the EULA is therefore terminated by the software manufacturer or (ii) the EULA is terminated in any other way (through no fault of STACKIT) before the end of the term of the contract with the customer.
- 3.5 STACKIT shall also be entitled to terminate a contract with the Customer for a reselling product for good cause if the software manufacturer discontinues the reselling product concerned in such a way that the Customer can no longer continue to purchase it via the Marketplace (e.g. discontinuation of support by the software manufacturer for the reselling product concerned; discontinuation of delivery by the software manufacturer to STACKIT with regard to the reselling

product). In such cases, STACKIT shall inform the Customer in good time before the termination within the meaning of this clause takes effect, if possible. Any excess remuneration already paid by the customer for services not yet provided by STACKIT shall be refunded pro rata in the event of termination in accordance with this clause.

- 3.6 If the EULA of a reselling product provides for warranty claims of the customer in the form of credits or comparable credits to the customer, these agreements shall apply additionally between STACKIT and the customer with the proviso that STACKIT shall credit the credits received from the software manufacturer to the customer and these credits shall be offset against any existing claims of the customer against STACKIT.

4. Changes to the content of purchased reselling products

- 4.1 STACKIT has no influence on the development and specifications of the reselling product. This applies in particular with regard to the adjustments made to the reselling product by the software manufacturer during the term of a subscription contract, for example through updates, bug fixes or new/adapted product functions ("**product adjustments**").
- 4.2 If options for product adaptations are defined by the software manufacturer within the respective product overview, the associated agreements or the EULA of a reselling product, these shall be deemed agreed with priority between STACKIT and the Customer.
- 4.3 Section 5 "Modification and adaptation of products" of Part A "General Section" of these GTC shall not apply to reselling products.

5. Rights of use

The Customer's rights of use to the respective reselling product shall be governed by the information in the product overview in the Marketplace and the agreements in the EULA. If the scope of use specified in the contract between STACKIT and the Customer (e.g. with regard to license term, type of license, number of licenses, place of use, if applicable) contradicts the scope of use specified in the respective EULA, the scope of license specified in the contract shall be decisive between STACKIT and the Customer.

6. Infringement of third-party rights and indemnification claims

- 6.1 If the rights of third parties are infringed by the reselling products, STACKIT shall, at its own discretion, either request the software manufacturer to procure the necessary right of use to the infringed rights at its own expense or to modify the reselling product concerned in such a way that it no longer infringes the rights but continues to comply with the contractual agreements with the customer. If this is not achieved within a reasonable period of time, either party shall be entitled to terminate the affected contract for good cause with immediate effect. Any excess remuneration already paid by the customer for services not yet provided by STACKIT shall be refunded pro rata in the event of termination in accordance with this clause.
- 6.2 Provided that STACKIT has acted culpably with regard to the infringement of third-party rights in connection with the provision of the reselling products, the customer informs STACKIT immediately of the assertion of claims due to alleged infringement of third-party rights by the reselling products, leaves the sole legal defense to STACKIT upon request and supports STACKIT to a reasonable extent in the defense of such claims, STACKIT shall indemnify the customer against all third-party claims and the associated costs for the legal defense of third parties.
- 6.3 Provided that the customer has acted culpably with regard to the infringement of third-party rights in connection with the use of the STACKIT Marketplace or the reselling products, STACKIT immediately informs the customer of the assertion of third-party claims due to the alleged infringement of third-party rights, leaves the sole legal defense to the customer upon request and supports the customer to a reasonable extent in the defense of such claims, the customer shall indemnify STACKIT against all third-party claims asserted in this context.

7. Support; Access of the software manufacturer to the Customer's data

- 7.1 As the Customer's contractual partner, STACKIT shall provide 1st level support for the reselling product. This includes the provision of a hotline and a ticket system to receive inquiries from the end customer.
- 7.2 STACKIT aims to answer and resolve the Customer's support queries appropriately within the framework of 1st level support.
- 7.3 For inquiries from customers that STACKIT cannot resolve at the 1st level support level, STACKIT shall involve the software manufacturer for further processing.
- 7.4 Some reselling products may require the software manufacturer to access customer data from the customer's STACKIT customer account in order to provide or support the reselling product as described in the respective product overview. By purchasing or activating such a reselling product, the customer instructs STACKIT to pass on required customer data to the respective software manufacturer of the reselling product so that the reselling product can be provided and the correspondingly agreed support can be provided. The customer is hereby informed that STACKIT has no further access to or control over customer data once it has been passed on to the software manufacturer.

8. Open Source Products

- 8.1 STACKIT provides the Customer with selected, freely available open source software ("**OSS Products**") for download via the Marketplace.
- 8.2 OSS Products are visible as such via the Marketplace, for example by indicating the applicable open source license conditions. OSS products are always made available to the customer free of charge.
- 8.3 With regard to OSS products, these shall not become the subject matter of a contract between STACKIT and the Customer. The Customer has no claim against STACKIT for the provision of an OSS product; in particular, STACKIT does not offer any warranty, support or service level for the OSS product.
- 8.4 The subject matter of the contract between the Customer and STACKIT with regard to an OSS Product are exclusively the correspondingly (pre-)configured STACKIT Cloud Services, which are provided by STACKIT for the operation of the respective OSS Product. For the STACKIT Cloud Services obtained by the Customer in this form, the STACKIT Cloud Terms of Use, which can be found at <https://www.stackit.de/en/general-terms-and-conditions>, shall apply accordingly. Unless otherwise stipulated in the product overview, the "Pay-as-you-Go" payment and term model shall apply to STACKIT Cloud Services obtained in this way.
- 8.5 The licensing of the OSS product is governed exclusively by the applicable Open Source License Terms of the OSS product, which can be viewed in the product overview. By using an OSS product, the customer accepts the license conditions of the respective software manufacturer applicable at the time the OSS product is provided. A separate agreement is thus concluded directly between the customer and the respective software manufacturer of the OSS product. STACKIT is not a party to this license agreement. It is the sole responsibility of the Customer to ensure the correct licensing of the OSS product and compliance with the applicable open source license conditions when using it.
- 8.6 STACKIT reserves the right to expand or reduce the OSS products made available for download via the Marketplace at any time, even without prior notice.

D. Special Part: Product Listing

1. Product Listing

- 1.1 STACKIT may also provide information on products or associated product overviews via the Marketplace with regard to services which the Customer can only obtain from a third party ("**STACKIT Partner**"), i.e. not directly from STACKIT via the Marketplace ("**Listed Product**").
- 1.2 In such a case, the Marketplace serves as a place of information and presentation of the listed product. The respective STACKIT partner is responsible for the information on listed products and its accuracy.

2. Conclusion of contract

- 2.1 For listed products, no order process can be initiated and completed by the customer via the Marketplace. In particular, Section 11 "Prices and Billing" from Section A. "General Section" does not apply to listed products.
- 2.2 Any conclusion of a contract shall take place exclusively between the STACKIT partner and the customer. STACKIT is in no case a party to the contract between the customer and the STACKIT partner and has no influence on the contents of the contract agreed between the customer and the STACKIT partner.

3. Establishing contact and passing on contact data

- 3.1 If the customer is interested in a listed product, he can contact STACKIT via the button provided in the Marketplace by entering the necessary information and sending the contact request.
- 3.2 If a contact request is received from a customer, STACKIT can establish contact between the respective customer and the relevant STACKIT partner.
- 3.3 For the purpose of forwarding the Customer to the STACKIT Partner, STACKIT may transmit to the STACKIT Partner the data provided in the Customer's contact request. By sending the contact request to STACKIT, the customer consents in particular to the transmission of the contact data provided to the STACKIT partner and to the STACKIT partner contacting the customer within the scope of the contact options provided for the purpose of establishing contact with regard to the listed product.