General Terms and Conditions of PORTFORMANCE GmbH for Business Customers

§ 1 Scope of Application

(1) PORTFORMANCE GmbH (hereinafter "PORTFORMANCE") is a provider of consulting, design, implementation and operation of solutions and services in the field of IT security, including IT security analyses, managed services, hosting and monitoring. PORTFORMANCE provides its services exclusively on the basis of these General Terms and Conditions (hereinafter "T&Cs"). These T&Cs shall also apply to future contracts of a similar kind between the parties in the areas of cloud computing, hosting and domains, even if they are not expressly agreed again.

(2) Deviating terms and conditions of the Customer shall not apply, even if we do not separately object to their validity. Deviating or conflicting terms shall apply only if they have been expressly acknowledged by us in writing (text form is excluded). Our General Terms and Conditions shall also apply if we render our services without reservation while being aware of conflicting or deviating terms of the Customer.

(3) Our range of services is aimed exclusively at entrepreneurs. Pursuant to Section 14 (1) of the German Civil Code (BGB), an entrepreneur is a natural person, legal entity or partnership with legal capacity that, when entering into a legal transaction, acts in the exercise of its commercial or independent professional activity. The Customer is obliged to notify us if it does not act as an entrepreneur from the outset, or if it ceases to qualify as an entrepreneur during the term of the contractual relationship.

(4) If the Customer concludes a usage agreement directly with the respective provider — which may in particular be the case with cloud services, SaaS solutions and subscription models (e.g. Microsoft 365, Hornetsecurity) — PORTFORMANCE shall in this respect merely act as an intermediary and handle the billing of the relevant contract, insofar as agreed.

§ 2 Performance Obligations

(1) PORTFORMANCE's performance obligations arise from the service description of the respective product or service.

(2) PORTFORMANCE is entitled to expand the services, adapt them to technical progress and/or make improvements. This applies in particular where an adjustment appears necessary to prevent misuse, or where PORTFORMANCE is obliged to adjust its services due to statutory provisions.

(3) In the event of a payment default by the Customer, PORTFORMANCE is entitled, at its reasonable discretion and after prior notice, to assert a right of retention and to refuse performance with regard to all services not yet rendered, until full settlement of all outstanding payments in default (including any arising during the period of retention and refusal of performance), and in particular to block the Customer's systems or access. Further rights of PORTFORMANCE remain unaffected.

(4) PORTFORMANCE is entitled to engage third parties (subcontractors, sub-suppliers, vicarious agents) in whole or in part to fulfil its contractual obligations. PORTFORMANCE's responsibility towards the Customer for the proper performance of the contract shall remain unaffected.

(5) Insofar as PORTFORMANCE engages subcontractors, their respective general terms and conditions, terms of use or other contractual provisions applicable to PORTFORMANCE ("Third-Party Terms") shall apply in addition to these T&Cs in the relationship between PORTFORMANCE and the Customer, to the extent that they relate to the services provided by the relevant subcontractor. In this respect, PORTFORMANCE shall take the place of the subcontractor, and the Customer shall take the place of PORTFORMANCE.

(6) In the event of conflicts between the contract between PORTFORMANCE and the Customer, including these T&Cs, and the Third-Party Terms, the Third-Party Terms shall prevail insofar as they directly concern the subject matter of the services of the relevant subcontractor. This shall not apply to individual agreements between the Customer and PORTFORMANCE that were expressly concluded as a deviation from the Third-Party Terms. In all other respects, in particular with regard to the contractual relationship between PORTFORMANCE and the Customer in general, these T&Cs shall remain authoritative.

§ 3 Conclusion of Contract

Offers made by PORTFORMANCE are always non-binding. The contract is only concluded once PORTFORMANCE accepts the Customer's contractual offer, where applicable on the basis of a non-binding offer from PORTFORMANCE. PORTFORMANCE may accept the Customer's contractual offer within 14 days of its receipt. Acceptance shall either be declared expressly or shall be deemed to have occurred upon PORTFORMANCE commencing performance of the service.

§ 4 Contract Term, Termination

(1) Unless otherwise agreed, the minimum term of contractual relationships is 24 months. The contract shall be automatically extended by a further 12 months at a time unless terminated in good time beforehand. The notice period for ordinary termination is three months to the end of the contract term.

(2) The right of both parties 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 terminating party cannot reasonably be expected to continue the contract until expiry of the agreed contract term or notice period. Good cause exists for PORTFORMANCE in particular if

(a) the Customer is in default of payment of fees in an amount equivalent to at least two monthly basic fees;

(b) the Customer was not an entrepreneur within the meaning of Section 14 (1) BGB from the outset, or ceases to qualify as an entrepreneur during the course of the contractual relationship (see § 1 paragraph 3);

(c) a material deterioration in the Customer's financial situation occurs, in particular in the event of a suspension of payments, over-indebtedness, or if an application has been filed for the opening of insolvency proceedings over the Customer's assets;

(d) the Customer culpably breaches a material contractual obligation and fails to remedy this within a reasonable period despite a warning.

(3) Any termination must be in text form to be effective.

(4) PORTFORMANCE may irretrievably delete all of the Customer's data remaining on its systems after termination of the contractual relationship.

§ 5 Customer's Obligations and Duties to Cooperate

(1) The Customer is obliged to provide PORTFORMANCE with reasonable support in the provision of services and to render the agreed cooperation services. In addition to the cooperation services expressly specified in the contract, these General Terms and Conditions or other agreements, the Customer shall render such cooperation services as are necessary and generally customary for PORTFORMANCE to provide its services in accordance with the contract.

(2) The Customer warrants to PORTFORMANCE that all data transmitted by the Customer to PORTFORMANCE is complete and accurate. The Customer undertakes to notify PORTFORMANCE without delay of any changes to its data that are relevant to the performance of the contract.

(3) PORTFORMANCE is entitled to send all information relevant to the respective contractual relationship to the email address provided by the Customer. The Customer warrants that it will check this address regularly for new messages.

(4) The Customer shall manage and store its passwords and other access credentials conscientiously and ensure that they are kept secret at all times and protected against third-party access in accordance with the state of the art. The Customer is required to change its passwords regularly. Insofar as passwords are initially assigned to it, the Customer shall change them without delay. When choosing passwords, the Customer shall follow the recommendations of the German Federal Office for Information Security (BSI) on creating secure passwords, available at https://www.bsi.bund.de/dok/6596574 or https://www.bsi.bund.de/

(5) The Customer is obliged to inform PORTFORMANCE without delay as soon as it becomes aware that third parties are using its password without authorization, or that third parties have otherwise gained unauthorized access to the systems provided by PORTFORMANCE, or that other changes to the systems exist that could pose a potential risk to the systems (e.g. virus infection, malware or similar). Insofar as the Customer has commissioned PORTFORMANCE to support it in implementing IT security, including on the Customer's own systems or third-party systems, the notification obligation under sentence 1 shall also apply to those systems. If the Customer suspects that access data has been lost or otherwise made accessible to third parties, or that third parties have otherwise gained unauthorized access to the systems provided by PORTFORMANCE, it shall change the password without delay and, at its own expense, take all measures necessary to restore the security of access and, where applicable, to recover any data that has been disclosed, or to have such data that has reached unauthorized third parties irretrievably deleted. The Customer is obliged to compensate PORTFORMANCE for all damages resulting from misuse of the passwords by third parties, use of the passwords by third parties, misuse by third parties of unauthorized access to the systems provided by PORTFORMANCE, or

other adverse changes to the systems (e.g. virus infection, malware or similar), unless the Customer bears no responsibility whatsoever for the circumstance that caused the damage.

(6) The Customer is obliged to create up-to-date daily backups of its data. In the absence of a separate contractual agreement, PORTFORMANCE has no obligation to regularly back up the Customer's content and data.

(7) The Customer undertakes to use the resources made available to it in such a way that the security and/or availability and/or system integrity and/or availability of PORTFORMANCE's systems is not impaired. In particular, without PORTFORMANCE's prior express consent, the Customer shall not use any automated processes or systems, such as Robotic Process Automation (RPA), artificial intelligence, or comparable tools and systems, for the use of or access to PORTFORMANCE's systems.

(8) Before storing or using data in PORTFORMANCE's systems, the Customer shall check such data for viruses or other harmful components and shall use measures corresponding to the state of the art for this purpose (e.g. anti-virus software).

(9) The Customer undertakes not to use PORTFORMANCE's services unlawfully or outside the purpose of the contract. This applies in particular to the use or provision of software, data, scripts or other applications by the Customer. The Customer shall ensure that such use or provision does not give rise to any risk to the security and integrity of PORTFORMANCE's infrastructure or the data stored on it, and that the use or provision does not violate applicable law, official orders, third-party rights or agreements with third parties; in particular, that the software or data is free of third-party rights, that no license rights or copyrights are infringed, and that no potentially unlawful content, such as pornography or the glorification of violence, is distributed. The sending of spam emails is prohibited.

(10) PORTFORMANCE is entitled to block the Customer's systems or access, and to isolate, deactivate, uninstall and/or disconnect from the internet any content — including programs, scripts or other applications — insofar as this appears necessary at the relevant time to remedy or limit damage, if the Customer breaches the obligations under this § 5, or if PORTFORMANCE has reasonable grounds to suspect that a risk or danger to the security or integrity of PORTFORMANCE's systems and data, or to any other legally protected interest of PORTFORMANCE or third parties, arises, or has already arisen, from the Customer's systems or access, or from their misuse by the Customer or third parties. The Customer shall promptly provide PORTFORMANCE with all information necessary to clarify the facts and shall cooperate to the extent required in clarifying the matter.

(11) Unless otherwise agreed in an individual case, all cooperation services to be rendered by the Customer shall be provided free of charge.

(12) The services to be rendered by the Customer constitute genuine obligations and not merely incidental duties. Insofar and to the extent that the Customer fails to render the services owed by it, fails to do so in time, or fails to do so as agreed, and this affects PORTFORMANCE's provision of its services, PORTFORMANCE shall be released from providing the affected services.

§ 6 Cancellation, Rescheduling and Postponement Terms, Force Majeure

(1) Service dates fixed between the parties in coordination meetings shall be deemed binding. At the Customer's express request, PORTFORMANCE shall confirm the fixed service dates in text form.

(2) Cancellation or postponement by the Customer

(a) If a cancellation or postponement of the agreed service date occurs less than 72 hours, but at least 48 hours, before the planned start, 25% of the agreed scope of services shall be charged.

(b) If a cancellation or postponement occurs less than 48 hours, but at least 24 hours, before the planned start, 50% of the agreed scope of services shall be invoiced.

(c) If the cancellation or postponement occurs less than 24 hours before the planned start, 100% of the agreed scope of services shall be charged.

(3) The foregoing provisions shall apply irrespective of the reason for the cancellation or postponement.

(4) The Customer reserves the right to prove that the provider incurred no damage, or a lesser amount of damage.

(5) In cases of force majeure, the party affected by it shall be released from its obligation to deliver or accept performance for the duration and to the extent of the impact. Force majeure means any unforeseeable event beyond the control of the respective party that wholly or partially prevents it from fulfilling its obligations, including fire damage, floods, strikes and lawful lockouts, unexpectedly occurring pandemics or epidemics, as well as operational disruptions or official orders for which it is not responsible. Supply difficulties and other performance disruptions on the part of a pre-supplier or a third party engaged by a party shall only be deemed force majeure if the pre-supplier or engaged third party is itself prevented, by an event within the meaning of sentence 1, from rendering the service owed by it.

(6) The affected party shall notify the other party without delay of the occurrence and cessation of the force majeure event, and shall use its best efforts to remedy the force majeure event and to limit its effects as far as possible.

(7) In the event of force majeure, the parties shall consult on how to proceed and shall determine whether products not delivered, or services not rendered, during that period should be delivered or performed subsequently once the event has ended. Notwithstanding this, each party is entitled to withdraw from the affected orders if the force majeure event continues for more than 8 weeks from the agreed delivery or performance date. The right of each contracting party to terminate the contract for good cause in the event of a prolonged force majeure event remains unaffected.

§ 7 Warranty and Guarantees

(1) Subject to the following provisions, the statutory warranty provisions shall apply to defects. PORTFORMANCE's no-fault liability for defects existing at the conclusion of the contract is excluded; Section 536a (1), first alternative, BGB shall not apply.

(2) The Customer shall notify PORTFORMANCE of defects without delay and shall provide reasonable support in connection with any remedy of such defects, in particular by taking all reasonable measures to ensure data security.

(3) Insofar as PORTFORMANCE is obliged to back up the Customer's data, PORTFORMANCE need only fulfil this obligation to the extent that it has actual access to the Customer's data for the purpose of data backup.

(4) PORTFORMANCE points out that, according to the current state of the art, it is not possible to design hardware and software in such a way that it operates free of errors in all application combinations, or that it can be protected against any manipulation by third parties.

(5) PORTFORMANCE does not provide any guarantees (Section 443 BGB) with regard to its services, unless such guarantees have been expressly given in accordance with the requirements of Section 443 BGB. In particular, PORTFORMANCE does not guarantee that hardware or software used or provided by PORTFORMANCE meets the Customer's requirements, is suitable for particular applications, or is free of crashes, errors or malware. PORTFORMANCE warrants to the Customer only that hardware or software used or provided by PORTFORMANCE will, at the time of transfer, under normal operating conditions and with normal maintenance, function essentially in accordance with the manufacturer's service description and generally accepted state of the art. Upon the Customer's request, PORTFORMANCE shall make the relevant service description available to it.

§ 8 Liability

(1) PORTFORMANCE shall be liable, regardless of the legal grounds, only in accordance with the following provisions.

(2) PORTFORMANCE shall be liable for intent and gross negligence in accordance with the statutory provisions.

(3) In the case of slight negligence, PORTFORMANCE shall only be liable for breach of a material contractual obligation, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the Customer may regularly rely (cardinal obligation). In such cases, PORTFORMANCE's liability shall be limited to the foreseeable damage typical for this type of contract.

(4) In cases of slight negligence, liability for consequential damages, indirect damages or loss of profit is excluded.

(5) In the event of data loss, PORTFORMANCE shall in any case only be liable to the extent that the damage would also have occurred had the Customer taken proper data backup measures (see § 5 paragraph 6).

(6) The above limitations shall not apply to injury to life, body or health, to liability under the German Product Liability Act, to the express assumption of guarantees, or to warranted characteristics — but only in accordance with the provisions applicable in each case.

(7) Insofar as PORTFORMANCE's liability is excluded or limited, this shall apply accordingly to the liability of PORTFORMANCE's employees, other staff, representatives, vicarious agents and agents.

(8) Within the scope of application of the German Telecommunications Act (TKG), the liability provision under Section 70 TKG shall remain unaffected in any case.

§ 9 Prices and Payment Terms

(1) The remuneration owed by the Customer shall be determined by the contractually agreed prices or — if no prices were agreed in the contract — by PORTFORMANCE's prices applicable at the time the contract is concluded. Prices are stated exclusive of statutory value-added tax, which shall be added in each case.

(2) Usage-independent fees are payable in advance, at the beginning of the respective billing period. Usage-dependent fees are billed and paid at the end of the respective billing period.

(3) For services of PORTFORMANCE or its subcontractors billed on a time basis, and subject to individual agreements, a surcharge of 50% on the agreed hourly rates shall apply for services provided outside PORTFORMANCE's business hours from Monday to Saturday, and 100% for services provided on Sundays and public holidays. PORTFORMANCE's business hours can be found at https://www.portformance.de/kontakt .

(4) Amounts payable fall due immediately upon receipt of the invoice and shall be paid via the agreed payment method. The Customer shall be in default even without a reminder if it fails to pay within 14 days of receipt of an invoice.

(5) If a specific maximum volume of data per billing period (limit) is relevant and agreed for billing purposes, the Customer shall monitor this limit. If the volume of data used by the Customer exceeds the limit agreed with the Customer for the relevant period, PORTFORMANCE is entitled to invoice the Customer for the amount attributable to the excess volume at the prices agreed for this purpose. The same applies accordingly where an agreed maximum number of users, or defined maximum resources or maximum licenses, are exceeded.

(6) The Customer agrees that invoices will be transmitted exclusively by electronic means.

(7) PORTFORMANCE is entitled to adjust prices at the beginning of a new contract term (§ 4 paragraph 1), giving reasonable prior notice of at least two weeks before expiry of the relevant notice period. The change shall be communicated to the Customer in text form. If the Customer does not agree with the price change, it may object to the change up until expiry of the notice period. The objection must be made in text form. If the Customer does not object within this period, the change shall be deemed approved. If the Customer objects, PORTFORMANCE is entitled, by way of derogation from § 4 paragraph 1 sentence 3, to terminate the contract, within a period of two weeks after expiry of the notice period under § 4 paragraph 1 sentence 3, with effect from the end of the expiring contract term. Otherwise, the contract shall continue for the new contract term at unchanged prices. PORTFORMANCE shall expressly draw the Customer's attention, in its notice, to the deadline and the consequences of failing to object.

(8) Irrespective of paragraph 7 above, PORTFORMANCE is entitled to increase the contractually agreed remuneration insofar as the prices charged by its pre-suppliers for software licenses, third-party components or other services procured increase. The price increase shall correspond in amount to the extent of the pre-supplier's price increase, taking into account any price reductions effective at the same time. PORTFORMANCE shall notify the Customer without delay, in text form, of an intended price increase, setting out the amount of the price increase and the reasons for it. The price increase shall take effect on the date specified in the notification, but not earlier than two weeks after the Customer receives the notification. The Customer has the right to terminate, on an extraordinary basis, the service to which the price increase relates, within a period of two weeks after receipt of the notification, with effect from the date on which the price increase takes effect, if the price increase — even taking into account any other discounts granted to the Customer at the same time — exceeds in total [15%] of the remuneration originally agreed for the service in question.

§ 10 Copyright and Licensing Provisions

(1) PORTFORMANCE grants the Customer a non-exclusive (simple) right of use, limited in time to the term of the contract, in respect of its own software and third-party software made available to the Customer. In the case of third-party software, this shall also be subject to the contractual and licensing terms of the provider of the third-party software and, where applicable, PORTFORMANCE's manufacturer- or software-specific additional terms. PORTFORMANCE shall make the relevant contractual and licensing terms available to the Customer upon request. Insofar as these contractual and licensing terms of the third-party software provider conflict with the terms set out herein, the provider's terms shall take precedence with regard to the use of the third-party software.

(2) Transfer — other than with PORTFORMANCE's consent by way of an assumption of contract — and the granting of sublicenses to third parties are not permitted. Continued use after termination of the contract is not permitted; upon termination of the contract, the Customer shall, at PORTFORMANCE's discretion, either return copies of software made available to it in full, or irretrievably delete them.

(3) The Customer grants PORTFORMANCE all rights in the content necessary for the performance of the agreed services, in particular the right to edit, reproduce and distribute it.

§ 11 Indemnification

The Customer undertakes to indemnify PORTFORMANCE internally, upon first demand, against any third-party claims arising from unlawful or rights-infringing acts attributable to the Customer, or from information provided by the Customer. This applies in particular to infringements of copyright, trademark, personality, data protection and competition law, as well as to the infringement of other third-party rights. The Customer shall furthermore reimburse PORTFORMANCE for the costs of reasonable legal action. The Customer shall promptly inform PORTFORMANCE of any claims asserted against it by third parties on the basis of the contractual use of the software, and shall grant PORTFORMANCE all powers of attorney and authorizations necessary to defend against such claims.

§ 12 Data Protection and Data Processing

(1) The parties shall each comply with the statutory data protection provisions applicable to them.

(2) Insofar and to the extent that the Customer intends to use the service provided by PORTFORMANCE for the processing of personal data, or subsequently becomes aware of such processing, it shall inform PORTFORMANCE thereof without delay.

(3) If PORTFORMANCE or a subcontractor processes personal data on behalf of the Customer in the course of providing services ("processor" within the meaning of Article 4 No. 8 GDPR), this constitutes processing on behalf of a controller within the meaning of Article 28 GDPR. In this case, the Customer is responsible for compliance with the provisions of the GDPR and other data protection provisions ("controller" within the meaning of Article 4 No. 7 GDPR). It is the Customer's responsibility, as controller, to assess the extent to which the services provided by PORTFORMANCE satisfy the data protection requirements applicable to the processing activity in view of the risks involved.

(4) PORTFORMANCE declares that it generally complies with the technical and organizational measures required under Articles 28 and 32 GDPR. Further details are governed by a data processing agreement to be concluded between PORTFORMANCE and the Customer.

§ 13 Use of Artificial Intelligence

(1) PORTFORMANCE may use AI systems, machine learning systems or comparable IT systems for the provision of the contractual services — including the initiation, performance, billing and processing of the contract — as well as for the internal analysis and evaluation of the customer and contractual relationship, and may process information from or about the Customer in such systems for these purposes. Training using the Customer's data shall take place only in AI models to which exclusively PORTFORMANCE, or the group of persons named in paragraph 2, have access. AI models trained in this way shall be disclosed to further third parties only with the Customer's consent. Excluded from this are PORTFORMANCE's technical service providers who process data on behalf of PORTFORMANCE, with whom PORTFORMANCE has concluded a data processing agreement under Article 28 GDPR and who have been obligated to maintain confidentiality in accordance with paragraph 2. The Customer grants PORTFORMANCE all rights of use necessary for this purpose. The Customer is aware that AI-based systems operate on the basis of probabilities and cannot guarantee one hundred percent freedom from error.

(2) PORTFORMANCE shall make systems under paragraph 1 that enable the processing, analysis and evaluation of customer data available only to its own employees, employees of affiliated companies, and external consultants who have previously been contractually or legally obligated to a level of confidentiality at least equivalent to that of PORTFORMANCE. PORTFORMANCE shall take appropriate and economically reasonable technical and/or organizational measures to ensure that customer information output by such systems, and identifiable as such, is received only by persons who would also be entitled to receive the original customer information on which the output is based. In addition, PORTFORMANCE shall obligate the aforementioned groups of persons to delete customer information and not to continue using it as soon as, and to the extent that, they are no longer permitted to possess it.

(3) The Customer shall ensure that it does not provide PORTFORMANCE with any personal data, trade secrets, or particularly sensitive or protected information whose use by PORTFORMANCE in a system under paragraph 1 is not permitted, or not desired by the Customer. If such information is nevertheless required for the performance of the contractual relationship, the Customer shall, when providing the information, point this out to PORTFORMANCE and shall mark such information clearly, and in a generally accepted, machine-readable form, in accordance with the specifications communicated by PORTFORMANCE, so that PORTFORMANCE can automatically

filter out such information, or sufficiently pseudonymize or anonymize it, prior to its use in a system under paragraph 1.

§ 14 Amendment of Contract Terms

(1) PORTFORMANCE is entitled to amend the contract terms, including these T&Cs, for ongoing contracts with effect for the future, insofar as this is necessary due to new statutory regulations, changes in case law, material changes in market conditions, or technical developments, in order to continue the contract or to safeguard its performance.

(2) Any amendment to the contract terms, including these General Terms and Conditions, under paragraph 1 shall require the Customer's consent in accordance with the following provisions.

(3) The planned amendment shall be announced to the Customer in text form at least six weeks before it is intended to take effect.

(4) If the Customer does not agree with the amendment, it may object to the amendment up to two weeks before it takes effect. The objection must be in text form. If the Customer does not object by this point in time, the amendment shall be deemed approved by the Customer. If the Customer objects, PORTFORMANCE is entitled, within a period of four weeks after receipt of the objection, to terminate the contract with four weeks' notice to the end of a calendar month. Otherwise, the contract shall continue for the new contract term on unchanged terms.

(5) The above right to amend the contract terms does not extend to the agreement on the principal contractual obligations, which must always be made expressly between the parties. § 9 paragraphs 7 and 8 shall apply exclusively to any change in prices and remuneration.

§ 15 Final Provisions

(1) All amendments and supplements to the contract, including this § 15 paragraph 1, require written form, unless otherwise specified. There are no oral collateral agreements as at the time the contract is concluded. Insofar as the parties make oral collateral agreements after conclusion of the contract, they undertake to document such agreements in writing without delay.

(2) Should any provision of the contract be, or become, wholly or partially invalid or unenforceable, the validity of the remaining provisions of the contract shall remain unaffected.

(3) The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(4) Insofar as the Customer is a merchant, a legal entity under public law, or a special fund under public law, the place of PORTFORMANCE's registered seat shall be the exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship. PORTFORMANCE is furthermore entitled to sue the Customer at its general place of jurisdiction.