

General Terms and Conditions of SDC SpaceNet Datacenter GmbH & Co. KG

valid from 1 August 2021

§ 1 Scope of application

- (1) These General Terms and Conditions as well as the respective product descriptions govern the legal relationship between SDC Datacenter GmbH & Co. KG, Kirchheim, (hereinafter: SDC) and its customers.
- (2) The customer's terms and conditions shall not become part of the contract.

§ 2 Contractual terms

- (1) The duration of our contractual relationships results from the individual contract. Should this exceptionally not be the case, the contractual relationships shall always last for one year. They shall then be tacitly extended by a further twelve months in each case if they are not terminated by one of the contracting parties with three months' notice before expiry.
- (2) Any termination must be in writing.

§ 3 Retention of title

SDC retains title to delivered items until all claims arising from the business relationship with the customer have been fulfilled.

§ 4 Liability

- (1) The amount of liability is unlimited in the event of intentionally - or through gross negligence - breach of duty by SDC, one of its organs, employees or vicarious agents.
- (2) In the event of damage to life, limb or health the amount of liability of SDC is unlimited, too.
- (3) The amount of SDC's liability is also unlimited for damages that are attributable to serious organisational fault on the part of SDC, as well as for damages caused by the absence of a guaranteed quality.
- (4) In the event of a breach of other contractual obligations and if none of the aforementioned cases apply, SDC shall also be liable in the event of simple negligence, but the amount shall be limited to the foreseeable damage typical for the contract.

§ 5 Confidentiality

Each party undertakes to keep confidential any data of the other contracting party which comes to its knowledge, even after termination of the contract.

§ 6 Obligations of the customer

The client is obliged to adequately insure the risks arising from items that are his property.

§ 7 Final provisions

- (1) Amendments, supplements and the cancellation of the contract shall only be effective if they are made in writing.
- (2) The customer may only transfer rights and obligations under the contract to third parties with the prior consent of SDC.
- (3) If it should transpire that on any point on which a provision was intended to be made a provision has not in fact been made, then that gap shall be filled in such a way as is consistent with the remaining provisions of this contract and the purpose pursued by this contract is achieved. If any provision of this contract is found to be invalid or if any provision is found to be invalid by future legislation or case law, the validity of the remaining provisions shall not be affected thereby. This shall not apply, however, if the invalidity of a provision frustrates or impairs the purpose of the contract. In this case, each party is entitled to terminate the contract at the end of the year.
- (4) Any dispute related to this agreement, including the interpretation and performance of the agreement, which cannot be solved by means of negotiation between the Client and SDC, shall be determined in accordance with German law, with city court of Kirchheim used as the venue.