General Terms and Conditions of Business (GTC)

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plusserver

1. Scope of applicability of these General Terms and Conditions of Business

1.1. These General Terms and Conditions of Business shall be applicable to all contractual relationships between plusserver gmbh (**"plusserver"**) and the Customer (plusserver and Customer, the **"Contracting Parties"**) governing the rendering of all services and/or products offered by plusserver (collectively, the **"Services"**).

1.2. The services and/or products of plusserver are directed exclusively to business enterprises within the meaning of § 14 para. 1 Bürgerliches Gesetzbuch (the Civil Code, the "BGB"), to legal persons under public law, or to investment funds (Sondervermögen) under public law. Any deviating terms and conditions of business shall not be acknowledged unless consent has been expressly made to them in writing. These GTC shall also apply if, in cognizance of opposing or deviating terms and conditions of the Customer, services are rendered not subject to any reservation. These GTC shall not apply to the business relationship of plusserver with customers who are consumers within the meaning of § 13 BGB.

2. Nature and scope of the services of plusserver

2.1. plusserver shall render the services stipulated in the agreement in accordance with the more detailed provisions of the agreement and its exhibits. Any other assurances, promises of performance, or ancillary agreements shall be effective only if these are confirmed by plusserver in writing. To the extent not otherwise expressly stipulated, plusserver shall be allowed to have the services incumbent upon plusserver rendered by third parties as well.

2.2. Voluntary, no-charge services and performances of plusserver, which are not part of the performances commissioned nor prerequisite to the rendering of the performances commissioned, shall be able to be halted at any time. In the event of any changes and of the halting of no-charge services and performances, plusserver shall, to the extent possible, take the legitimate interests of the Customer into account.

3. Reseller exclusion

Any further transfer to third parties, by way of reselling, of the services made available by plusserver, shall necessitate a separate agreement between plusserver and the Customer.

4. Prices, maturity, objections to billing statements

4.1. The Customer shall be obligated to pay the billing statement amounts that result from the rendering of the services by plusserver on the basis of the prices stipulated with the Customer for this purpose. All fees shall be understood to be exclusive of the respectively applicable sales and value-added tax (Umsatzsteuer) as provided by law.

4.2. Fees to be paid on a monthly basis shall be tendered in advance, and, in the event of proportional use, on a correspondingly pro rata basis. Fees contingent upon use and consumption are to be tendered after the rendering of performance, as of the end of the respective billing statement period, insofar as nothing else has been stipulated.

4.3. The amounts listed in the billing statement shall be due and payable without any deductions ten (10) days after receipt of the billing statement. A legally non-binding statement of the performances shall be furnished to the Customer for retrieval in each instance on plusserver's online portal. In each instance, plusserver shall issue the Customer the statement in the text-form (Textform) (as a rule, as an email attachment). The Customer declares herewith its agreement thereto. The Customer shall have to ensure that the proper receipt of the billing statements is ensured. In the alternative, the Customer shall have the opportunity to have the billing statements sent in paper form.

4.4. The Customer shall have to raise any objections to the billing statement, in writing and at the office stated on the billing statement for the services rendered by plusserver within eight (8) weeks of receipt thereof. After expiration of the aforementioned notice period, the billing statement shall be

deemed as approved by the Customer. When sending the billing statement, plusserver shall specially advise the Customer of the significance of the Customer's conduct.

5. Changes to fees

5.1.   plusserver – subject to the provisions in section 5.4– shall have the right to adjust the fees to be paid on the basis of this Agreement, at its reasonable discretion, taking into consideration the principles of cost development listed in this section below and decisive for calculating the fees.

5.2.   A fee increase in accordance therewith shall particularly come into consideration if, e.g., the costs for procurement and use of hardware and software, energy, providing and/or using communication networks, personnel costs or costs for server space increase (to the extent, as described in section 5.4, no overriding agreement has been stipulated for a price adjustment) or other changes to the economic or legal framework conditions lead to a changed cost situation. Any increases in a type of costs, e.g., personnel costs, shall be allowed only in the scope for a price increase in which no equalization takes place takes place via any diminishing expenses in other areas, e.g., with the costs for hardware and software. plusserver shall inform the Customer using the text-form (Textform) about any fee changes by no later than six (6) weeks prior to said changes entering into force. Insofar as the Customer objects, at minimum in the text-form (Textform), within four (4) weeks of receipt of a notification about a price increase, plusserver shall have the right to choose to continue the Agreement with terms and conditions unchanged or to terminate the Agreement in compliance with a termination notice period of three (3) month.

5.3.   Insofar as any price increase concerns only individual services and a right of partial cancellation exists for these services so concerned, there shall exist the termination right described in section 5.2in the event of the Customer's objection only in relation to these concerned services.

5.4.   To the extent that separate governing provisions for the purpose of price adjustment (e.g., due to an individual stipulation or due to a provision in Special Contractual Terms and Conditions of plusserver) have been stipulated for individual cost elements that are dispositive for the assessment of the contractual fee, (i) a stipulation shall conclusively apply to these cost elements such that the factors dispositive there for a price adjustment are not to be taken into consideration for an adjustment of the fees pursuant to the additional governing provisions of section 5 herein, and (ii) the aforementioned provision governing objection and termination shall not apply to the price adjustment there.

6. Registration and administration of internet domains for the Customer

6.1.   If plusserver and the Customer have agreed upon the registration and administration of domains as part of the services, plusserver shall act with regard to the domain registration for the Customer within the scope of a management agreement ("Geschäftsbesorgungsvertrag") and shall take over administrative tasks during the term of the agreement with the Customer. In any case, however, the domain registration agreement shall be concluded directly between the Customer and the respective registry or registrar. Therefore, the relevant registration terms and conditions of the respective registry or registrar shall then apply (this agreement between the Customer and the respective registry or registrar including the relevant terms and conditions hereinafter referred to as **"Registration Agreement"**.

6.2.   The registration of domains is carried out in an automated procedure. plusserver has no influence on the allocation of domain names. Therefore, plusserver shall not warrant that the domain names for which the Customer has applied for can be allocated (delegated) and are free from any third-party rights.

6.3.   The Customer shall cooperate in a reasonable manner for the registration, transfer and deletion of domains as well as for changes to entries in the databases of the registries.

6.4. The Customer hereby warrants that his domains and the content that can be accessed via these domains do not breach statutory regulations or infringe the rights of third parties. Depending on the type of domain and/or the target audience for the related content, other national laws must also be observed.

6.5. Should third parties substantiate that domains or content have infringed their rights or should plusserver become convinced that, based on objective factors, an infringement of the law is likely, plusserver may temporarily block such content and implement measures to make that domain inaccessible.

6.6. The Customer shall indemnify plusserver against third-party claims for compensation resulting from the unauthorised use of an Internet domain or the related content.

6.7. Should the Customer waive his right to use a domain name vis-à-vis the respective registry or registrar, he shall notify plusserver immediately thereof.

6.8. Termination of the contractual relationship with plusserver does not materially affect the existing Registration Agreement for a domain between Customer and the registry or registrar. During the contractual relationship concerning the administration of the domain, termination requests concerning a Registration Agreement shall be sent to plusserver, as plusserver manages the domain for the domain owner and communications of the domain owner, including contract terminations, shall be sent regularly via plusserver to the respective registry or registrar. After the end of the contractual relationship between plusserver and Customer regarding the administration of the domain, Customer shall be solely responsible for the administration of the affected domains.

6.9. If Customer wishes, in the event of termination of his agreement with plusserver regarding the administration of domains, to terminate a Registration Agreement for a domain, this requires an express written declaration by Customer that the domain shall be (co-)terminated and may be deleted. If the Customer is not the domain owner, any termination or deletion shall require the written consent of the domain owner or admin-cs. The notice periods of the respective Registration Agreement shall apply.

6.10. For the avoidance of doubt, it should be noted that if a termination order for the Registration Agreement is not submitted by the Customer within due time and therefore leading to the extension of the domain registration period with the registry or registrar, the Customer's obligation to pay shall continue for this extended period.

6.11. If the Customer, in the event of termination of his agreement with plusserver regarding the administration of domains, does not make an express disposition regarding what is to be done with the domains registered via plusserver within a reasonable period of time after being requested to do so by plusserver by e-mail to the e-mail address provided by the Customer plusserver shall be entitled to transfer the domains to the direct administration of the respective registry with effect from the termination date of the agreement for the administration of domains between plusserver and the Customer. This shall in particular apply in cases where the Customer has issued instructions relating to the transfer of the domain to another provider, but the instructions were not actioned in time.

7. Payment, stoppage in the event of payment default

7.1. Insofar as payment has been stipulated by means of a SEPA direct debit, the Customer shall issue plusserver a mandate for the basic SEPA direct debit procedure, in order to collect all fees incurred within the framework of the contractual relationship. The mandate shall apply as well to any new banking arrangements of which the Customer has furnished notice. plusserver shall notify the Customer in a timely manner of the corresponding direct debit collection in advance (so-called pre-notification). The notice period for the pre-notification shall be shortened by one (1) day. The pre-notification shall be effected via email to the Customer. The Customer shall ensure that, during the stipulated booking period, its account has sufficient coverage. The Customer shall be obligated to

reimburse plusserver for any damages or expense arising from payment declined by the institute at which the account is maintained.

7.2. The Customer shall also be in default, without warning, if it fails to pay within thirty (30) days of receipt of a billing statement. The statutory provisions governing the consequences of payment default shall be applicable.

7.3. If a Customer enters into payment default with the payment of fees having a total amount corresponding to two (2) months' basic fees or a not-inconsiderable part of the basic fee, then plusserver shall be at liberty to block the Customer's IT system for internet access, without setting a notice period and without further notice. Any temporary blocking of services shall be without prejudice to the Customer's payment duty.

7.4. The Customer shall be able to set off against receivables of plusserver only with counterclaims which are undisputed or judicially ascertained. This provision shall not apply to any warranty claims of the Customer, insofar as these are set off against the receivable of plusserver for fees.

8. Agreement term, termination, partial termination, and bookings in Customer portal

8.1. To the extent not stipulated otherwise, the minimum contractual term shall be twenty-four (24) months, and the notice period for ordinary termination shall be three (3) months as of the end of the contractual term. If nothing in deviation is stipulated, then in the absence of termination, the Agreement shall be extended for the respective minimum contractual term. If such is longer than one (1) year, then, however, the extension shall be for only a respective period of one (1) year.

8.2. To the extent that, in the services commissioned or in the service description of one or several of the services booked by the Customer, a separate opportunity to terminate is provided or such has been separately stipulated between the parties, each party shall be able to separately terminate the services concerned in compliance with the notice period applicable for this purpose (partial termination.

8.3. The right of the Customer to terminate at any time, as provided under § 648 sent. 1 BGB, to the extent applicable, shall be precluded.

8.4. The right to terminate without notice for cause shall not be affected. Cause for plusserver shall include, but not be limited to, if the Customer:

- enters into default with payment of the fees having an amount totaling two (2) monthly base fees or a not-inconsiderable part of the monthly payment;
- culpably breaches a material contractual duty and does not, despite admonition, take corrective action within a reasonable period;
- incurs a financial situation or experiences a material deterioration of assets making it probable that the Customer will no longer be able to comply with its contractual duties;
- violates prohibitions prescribed by law, including, but not limited to, the violation of provisions pertaining to copyright, competition, rights governing use of a name, or data protection;
- severely or repeatedly breaches its obligations arising from section 11.611.711.9 or any other protective policies arising from this Agreement pertaining to IT security or third-party rights; or
- publishes content which is National Socialist, racist, radical, or illegal.

8.5. In addition, plusserver shall have the right to terminate without notice if (i) an application to initiate bankruptcy or comparable proceedings over the assets of the Customer is filed and has not been declined by the bankruptcy court or withdrawn within two (2) months after filing of said application, or (ii) if the initiation of bankruptcy proceedings has been denied due to lack of assets.

8.6. In order to be effective, each and every termination shall require the written-form (Schriftform). Insofar as plusserver makes available a termination function pursuant thereto, it shall also be possible to effectively terminate the Agreement within the Customer system.

8.7. Independently of the possibility of termination, it shall be possible for the Customer, for the individual services, if need be, to temporarily additionally book or to cancel these services in the Customer portal, insofar as the possibility of doing so is part of the respective services or such has been stipulated within the framework of the respective services.

9. Warranty

9.1. plusserver points out that, under the present state-of-the-art technology, it is not possible to create hardware and software such that it will function error-free in all application combinations or can be protected against any kind of manipulation by third parties. plusserver does not warrant that the hardware and software used or provided by plusserver is adequate for the Customer's requirements or is suitable for certain applications; further, Plus Server does not warrant that said hardware and software cannot crash, is free from any flaws, or free from malware.

9.2. Any appearing defects and flaws are to be reported in a comprehensible manner to plusserver immediately after they have been ascertained, in writing or in the text-form (Textform).

9.3. To the extent that the contractually conforming use of the services has been suspended resulting from a defect subject to liability for defect under the lease agreement, the Customer shall be released, for the time period during which use is suspended, from tendering payment for the deleteriously impaired performance. For the time period during which the fitness of contractually contemplated operation is deleteriously impaired, the Customer shall have to pay only a reasonable reduced fee. To the extent the separate service levels for the performance affected by the defect have been stipulated between the parties and a reduction of payment is intended, the provisions of the dispositive service level agreement(s) shall conclusively apply to the reduction and to any exclusion of the payment obligation for the deleteriously impaired service(s).

9.4. To the extent that the services rendered by plusserver are subject to liability for defect as contemplated by the works agreement, plusserver shall be entitled to the right of selection regarding subsequent performance. If plusserver is not in a position to remediate the defects or to effect defect-free replacement, then plusserver shall show the Customer possible ways around the difficulty (workarounds). To the extent that these workarounds are reasonable for the Customer, such shall be deemed subsequent performance.

10. Liability

10.1. plusserver shall be liable, regardless of legal ground, only in accordance with the provisions below.

10.2. plusserver shall be liable in the event of malice and gross negligence, in accordance with the provisions of law.

10.3. In the event of slight negligence, plusserver shall be liable only in the event of breach of a material contractual duty, the fulfillment of which constitutes a condition sine qua non for the proper execution of the Agreement and upon compliance with which the Customer may ordinarily relay (cardinal duty). In these instances, plusserver shall be liable solely in the amount of foreseeable, contractually typical damages.

10.4. In the event of slight negligence, liability shall be limited in its amount to 25,000.00 Euro per incident of damage to the net payment paid in the twelve (12) months prior to the incident of damages; insofar as such is lower than 25,000.00 Euro, to 25,000.00 Euro.

10.5. In the event of slight negligence, liability for all remaining damages, including, but not limited to, indirect damages, shall be precluded.

10.6. The above restrictions shall not apply in the event of injury to life, limb, or health, or in the event of liability under the Produkthaftungsgesetz (the Product Liability Act).

10.7. plusserver shall not be liable for the loss of data and/or programs insofar as the damage is based on the Customer's neglecting to conduct the proper data security measures incumbent upon it and to thereby ensure that data lost can be reconstituted at a reasonable expense.

10.8. plusserver shall not be liable for the loss of data and/or programs insofar as the damage is based on the Customer's neglecting to conduct without undue delay the installation of patches or updates incumbent upon it and to use such.

10.9. plusserver shall not be liable for interruptions, disruptions, outages, or any other damage-causing events lying outside plusserver's sphere of influence and for which plusserver is not responsible (e.g., hacker attacks, other cyber-risks/attacks).

10.10. Any no-fault (verschuldensunabhängige) liability on the part of plusserver for incipient defects based on § 536a BGB shall be precluded. plusserver shall thus be liable for such incipient defects only if and to the extent that plusserver has to be responsible for them.

10.11. To the extent that plusserver's liability is precluded or limited, such shall also apply to the liability of workers, other employees, representatives, and vicarious agents of plusserver.

10.12. In the application area of the Telekommunikationsgesetz (the Telecommunications Act, the "TKG"), the liability provision of § 70 TKG shall, in every instance, remain unaffected.

11. Customer's assistive duties, data security, blocking connection to the internet

11.1. Insofar as the Customer itself administers, sets up, or distributes software licenses on the Customer's IT system, correct licensing shall be the obligation of the Customer exclusively.

11.2. Notwithstanding its obligation to notify of any defects as contemplated under section 9.2, the Customer shall have to support, to the best of its ability, plusserver in the event of any potential elimination of defect, including, but not limited to, taking all reasonable measures for the purposes of data security.

11.3. To the extent not otherwise stipulated, plusserver shall not be obligated to create back-up copies of data which the Customer transfers to the IT system or which is located on said system.

11.4. To the extent not otherwise stipulated, the Customer shall, at regular intervals, create/have created back-up copies of all data which it transfers to the Customer's IT system or which is located on said system at least once a day and which cannot be stored on the Customer's IT system itself, in order to guarantee a speedy and cost-effective recovery of the data in the event of any potential system outage. In the event of a loss of data, the Customer shall reload the affected data inventory at no charge onto the Customer's IT system and restore the configurations.

11.5. The Customer shall be obligated to give its complete business name and surface mailing address capable of receiving service of process (not a post office box or other anonymous address), a valid email address, and its telephone number. The Customer assures that the details provided by it are correct and complete. The Customer shall be obligated to inform plusserver in each instance without undue delay about any changes to the contact data provided as well as to any other data necessary for contractual performance of the Agreement.

11.6. The Customer shall be obligated not impair, through the operation of electronic data processing systems, the IT infrastructure facilities of plusserver or the general IT security (e.g., through use of techniques that overload the hardware and network to a special degree and also have negative effects upon the servers or systems of other Customers). plusserver shall be able to exclude electronic data processing systems of this nature from access by third parties or block the network connection to these electronic data processing systems until the Customer has removed/deactivated the techniques used that jeopardize IT security.

11.7. The Customer shall be obligated to refrain from placing on the Customer's IT system any content which illegal or which violates laws, official regulations, or third-party rights. The Customer shall

ensure that the internet address selected by it, under which the content can be retrieved from the internet, also does not violate any laws, official regulations, or third-party rights. The Customer shall not be allowed to offer or disseminate, in the absence of any right to do so, any copyright-protected content on the Customer's IT system. In particular, the operation of so-called P2P exchanges, download services, or streaming services, through which the potentially copyright-protected content can be disseminated in the absence of any right to do so, shall not be permitted. Moreover, the Customer shall be obligated not to make available any links that refer to such P2P exchanges, download services, streaming services, or the content thereof. The Customer shall, furthermore, take care that any programs, scripts, or the like installed by it do not endanger the operation of the server of plusserver or communication network or the security and integrity of other data stored on the servers of plusserver. Further, the Customer shall be obligated not to violate the good practices and rights of third parties (copyright, trademark rights, name rights, data protection rights, etc.). Such shall include, but not be limited to, the following actions:

(a) unauthorized intrusion into outside computer systems (e.g., hacking);

(b) interfering with outside computer systems by sending/forwarding data streams and/or emails (e.g., DoS/DDoS attacks);

(c) operation of IRC-related services (internet relay chat), e.g., shells, bouncer, Eggdrops;

(d) searching for open accesses to computer systems (e.g., port scanning);

(e) tampering with email addresses, mail and news headers, as well as the dissemination of malware;

(f) operation of anonymization services, open proxy services, or additional services that can be used by the Customer or by third parties for concealing their identity on the internet.

The Customer shall indemnify plusserver from any and all claims by third parties in connection with any breach of duties arising from section 11.7 herein, including any costs triggered by the claim.

11.8. In the event of an immediately looming or occurring breaching of the obligations arising from section 11.6 and section 11.7as well as in the event of the assert of not clearly unfounded third-party claims against plusserver to cease presentation, in whole or in part, of content placed on the Customer's IT system, plusserver shall have the right, also taking into consideration the legitimate interests of the Customer, to temporarily or permanently cease or otherwise block connection, in whole or in part and effective immediately, of such content to the internet, if the Customer does not itself block such content within a notice period of twenty-four (24) hours of receiving a corresponding request. In the event of (i) a material breach of the aforementioned obligations, (ii) particular need for urgency or exigent circumstances, (iii) an official decree or court decision that is not patently unlawful, or (iv) in the event of a statutory obligation, plusserver shall be able, even without prior announcement, to cease or otherwise block the connection to such content; in this event, plusserver shall inform the Customer about these measures without undue delay.

11.9. If any Customer-installed programs, scripts, or the like jeopardize or deleteriously impair the operation of the server or of the communication network of plusserver, or the security and integrity of other data stored on the servers of plusserver, then plusserver shall be able to deinstall or deactivate these programs, scripts, etc. In the event that eliminating the hazard or impairment requires such, plusserver shall also have the right to interrupt the internet connection of the Customer's content deposited on the IT system. plusserver shall inform the Customer about this measure without undue delay.

11.10. In the event of a breach of any of the obligations set forth above, plusserver shall have the right to cease its performances effective immediately, or to block access to the Customer's IT system. Such shall be without prejudice to any further claims of plusserver.

12. Export and import control

12.1. The Parties are cognizant of the fact that IT performances can be subject to export and import restrictions. In particular, there can exist approval duties, or the use of the services or of technologies connected therewith in foreign countries can be subjected to restrictions.

12.2. The Customer shall comply with the applicable export and import control regulations of the Federal Republic of Germany, of the European Union, and of the United States of America, as well as will all other pertinent rules and regulations.

12.3. Fulfillment of the Agreement by plusserver shall be subject to the reservation that no hindrances due to national and international rules and regulations of export and import (control) law, or any other statutory rules and regulations, stand in opposition to said fulfillment.

13. Data protection

plusserver shall collect, process, and use personal data of the Customer within the scope of statutory provisions governing data protection. Supplemental information concerning such can be found in the data protection declaration of plusserver. Insofar as the Customer has been solicited through a broker, the Customer shall irrevocably consent that the data necessary for billing the commission be transmitted to the broker.

14. Indemnification

The Customer shall be obligated to indemnify plusserver inter se from any and all third-party claims resting upon unlawful or illegal actions of the Customer or content-based errors in the information made available by the Customer. This provision shall apply in particular to infringements of copyright, trademarks, name, data protection, and competition law, as well as in the event of any breach against section 11 of these General Terms and Conditions of Business.

15. Non-disclosure

Each of the Parties shall be obligated to comply with the content of this contract and the information provided by the respective other party and/or a party associated with it within the meaning of §§ 15 et seq. Aktiengesetz (the Stock Corporation Act, the "AktG") in connection with this Agreement and the information, records and documents not generally and/or publicly and/or already known to the receiving party ("**Confidential Information**") disclosed or come to the knowledge of the respective other party and/or an enterprise affiliated with it within the meaning of §§ 15 et seq. AktG. The Receiving Party further undertakes to use the Confidential Information exclusively for the purposes of this Agreement and not to disclose the Confidential Information directly or indirectly to third parties and to make it available only to such employees, (external) collaborators and consultants who have a compelling need for the Confidential Information for the purpose of this Agreement and who are themselves obligated to confidentiality. With the receiving party in terms of § 15 et seq. AktG Companies affiliated with the receiving party within the meaning of §§ 15 et seq. AktG shall not be considered as third parties within the meaning of the preceding sentence, provided that these companies themselves have a corresponding obligation of confidentiality vis-à-vis the receiving party and their employees, (external) staff and consultants have also been obligated to confidentiality accordingly. All rights to the Confidential Information shall remain with the respective disclosing party.

16. Amendments to these terms and conditions

16.1. plusserver shall have the right to amend these GTC unilaterally, to the extent that such is necessary for the purposes of eliminating disproportionate divergences between performance and counterperformance (Äquivalenzstorungen) subsequently arising or for the purposes of adjustment to changed statutory or technical framework conditions. plusserver shall inform the Customer about any adjustment by communicating the content of the changed provisions. The amendment shall become a constituent of the Agreement if the Customer does not object to plusserver regarding

such, in the written-form (Schriftform) or text-form (Textform) within six (6) weeks commencing from receipt of the communication the incorporation of the change into the contractual relationship.

16.2. It shall be possible for all information and declarations of plusserver, with the exception of declarations of termination, to be directed to Customers electronically, particularly over the Customer portal within the framework of the contractual relationship.

17. Force Majeure

plusserver shall not be liable for any default or non-performance, if and to the extent the default or non-performance is traceable to reasons outside plusserver's reasonable sphere of influence, including force majeure, labor unrest, or other operational disruptions, electricity or network outages, outage of other supply or telecommunications networks, earthquakes, violent weather or other natural events, blockades, embargoes, unrest, measures or decrees taken by governments, terrorist actions, or war.

18. Miscellaneous provisions

18.1. The assignment of receivables arising from the business relationship between the Contracting Parties shall be permissible only with prior written consent of the other contracting party. Such shall be without prejudice to the provision of § 354a of the Handelsgesetzbuch (the Commercial Code, the "HGB").

18.2. The assertion of a retention right shall be possible only for counterclaims arising from the respective contractual relationship.

18.3. The Contracting Parties shall be able to set off only with receivables that have been judicially ascertained or that are undisputed. This provision shall not apply if setoff is being made with a claim which is based upon defective performance by plusserver and against whose payment claim setoff is being made.

18.4. Any divergent terms and conditions of the Customer shall not be acknowledged unless plusserver consents to the validity thereof.

18.5. Any and all amendments, restatements and terminations of contractual agreements shall be made in writing, as must the cancellation of the written form requirement (Schriftformerfordernis), unless the contractual agreements expressly provide for another form (e.g. text form). The written form requirement shall be fulfilled by using a simple electronic signature (e.g. DocuSign).

19. Applicable law, venue

19.1. The substantive law of the Federal Republic of Germany shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

19.2. Exclusive venue for any and all disputes arising from and in connection with the contractual relationship between the Customer and plusserver shall be Cologne, Germany. Moreover, plusserver shall have the right to bring suit against the Customer at its general place of venue.

20. Severability clause

Should any provision of this Agreement be or become ineffective, or should the Agreement contain any loophole in need of closing, then such shall be without prejudice to the effectiveness of the remaining provisions. The Parties shall be obligated to replace the ineffective provision with one that most closely meets the ineffective provision's economic purpose. The same shall apply in the event of any loophole in the Agreement.