

General Terms and Conditions of Medialine EuroTrade AG

Revision as of 01 August 2025

General Terms and Conditions for Deliveries and Services

Language and prevailing version: This English version of the General Terms and Conditions is provided for convenience and for ease of understanding only. In the event of any discrepancies or contradictions between the English and German versions, the German version shall prevail.

1. Scope of Application

These General Terms and Conditions (GTC) apply to all contracts between Medialine AG and its customers for the provision of deliveries and services. These include, in particular, but not exclusively:

- the sale and delivery of IT hardware (including IT and telecommunications systems),
- the provision and brokerage of software licences,
- the provision of services such as consulting, planning, installation, configuration, maintenance, support, migration, and IT operations support,
- the provision of cloud services, SaaS services, managed services, data centre and hosting services, as well as
- other IT- or telecommunications-specific services.

The GTC shall apply in their respective valid version also to future contracts of the same type, even if no explicit reference is made to them again, unless otherwise agreed. The GTC shall also apply where Medialine uses third parties to perform its obligations.

For certain types of services, in particular managed services and cloud services, the respective applicable additional terms of Medialine shall apply in addition to these General Terms and Conditions. In the event of any conflict, these additional terms shall take precedence over these conditions.

These General Terms and Conditions apply exclusively to contracts with entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law.

The conclusion of contracts with consumers within the meaning of Section 13 BGB is excluded.

2. Exclusivity / Amendments

Conflicting or deviating terms and conditions of the customer shall not become part of the contract unless Medialine has expressly agreed to their validity in writing. This also applies if Medialine, in knowledge of the customer's conflicting or deviating terms, performs the delivery or service without reservation.

These GTC apply in their current version. Amendments to these GTC will be communicated to the customer in text form. If the customer does not object within one month after receipt of the notification, the amendments shall be deemed accepted. Medialine will expressly inform the customer of the right to object and the legal consequences of silence in the amendment notice.

3. Conclusion of Contract

All offers by Medialine are non-binding and subject to change. The contract shall only be concluded upon written order confirmation by Medialine.

Side agreements, amendments, and supplements to the contract must be made at least in text form (Section 126b BGB). Oral agreements shall only be effective if confirmed in writing by Medialine within 14 days.

4. Prices and Payment Terms

4.1 Prices

The stated prices are net prices plus the applicable statutory value added tax. Unless otherwise agreed, all prices are payable without deductions (e.g., cash discounts).

For individual contracts with an agreed delivery or service period of more than four months, Medialine reserves the right to adjust prices if there are demonstrably significant cost increases between contract conclusion and performance.

For continuing obligations and recurring services, the provisions of clause 4.6 shall also apply.

If, in the case of individual contracts, the adjustment exceeds 10% of the originally agreed price, the customer shall have the right to withdraw from the contract within 14 days after notification of the price change.

4.2 Payment Terms

The purchase price is due upon delivery of the goods or provision of the service. Payments shall be made by bank transfer, unless otherwise agreed in writing. For recurring payments, such as for service or maintenance contracts, billing shall generally be carried out by direct debit, unless otherwise agreed in writing.

4.3 Advance Payments

Medialine is entitled, upon conclusion of the contract, to demand a reasonable advance payment of up to 25% of the purchase price or order amount. For contracts that provide for successive performance, Medialine may make further execution dependent on payment of the respective partial invoice.

4.4 Set-off and Rights of Retention

The customer is only entitled to offset undisputed or legally established counterclaims against Medialine's claims. The customer may only assert a right of retention if it is based on the same contractual relationship.

4.5 Billing of Service and Consulting Services

Service and consulting services shall, unless otherwise agreed, be billed in time units. Billing is carried out in time units, whereby the minimum purchase per service case is 20 minutes, i.e., 2 service units, in accordance with the service order form valid at the time (available in the support area of our website Medialine.com). Any commenced time unit is charged in full. The prices valid at the time of commissioning apply and will be made available to the customer upon request.

4.6 Price Changes for Longer-Term Contracts

Medialine reserves the right to adjust the agreed prices if the costs of providing the service demonstrably increase. This applies in particular, but not exclusively, to:

- energy and electricity costs, if the average energy prices demonstrably change by more than 5% compared to the level at the time of contract conclusion;
- personnel costs, if personnel costs change by more than 5% due to collectively agreed or statutory changes;
- material costs and upstream services (including licences and services) in the event of price increases by upstream suppliers of more than 5%;
- exchange rate fluctuations for foreign upstream services, if the exchange rate changes by more than 5%.

In addition, Medialine reserves the right to adjust prices in line with the development of the Consumer Price Index (CPI) or the Producer Price Index (PPI). An adjustment may be made if the CPI or PPI has increased by more than 3% since the time of contract conclusion.

Regardless of changes in costs or indices, the price adjustment per calendar year may not exceed a maximum increase of 10% of the most recently agreed price. Higher cost increases may be taken into account in subsequent years if the adjustment exceeds the maximum limit in one year.

Medialine will inform the customer in writing at least four weeks before the new prices take effect. The notification shall include the calculation and basis of the price adjustment, including an overview of the cost changes or the index adjustment.

4.7 Default

If the customer is in default of payment, Medialine is entitled to demand default interest of 8 percentage points above the base interest rate. In addition, Medialine reserves the right to terminate the contract without notice after two instances of payment default. In this case, Medialine may claim damages amounting to 50% of the remuneration owed until the next possible termination date. The parties retain the right to prove higher or lower damages.

4.8 Cash Discount

A cash discount deduction is only permissible if expressly agreed. If a cash discount has been agreed, payment must be made within the agreed period and in the agreed form in order to receive the cash discount.

4.9 Reminder Fees in the Event of Payment Default

If the customer is in default of payment, Medialine is entitled to charge a flat reminder fee for each reminder. The reminder fee amounts to EUR 5 for the first reminder, EUR 10 for the second reminder, and EUR 15 for each further reminder. The customer may prove that a lesser loss was incurred due to the default. Medialine reserves the right to assert further damages caused by default if the flat reminder fees do not fully cover the actual damage. Additional collection costs will not be charged on a flat-rate basis but only on a case-by-case basis.

5. Delivery Time, Delay in Delivery, Shipping, Transfer of Risk, Travel Costs, Withdrawal

5.1 Delivery Dates and Deadlines

Delivery dates and deadlines are non-binding unless they have been expressly agreed as binding. In the case of non-binding delivery deadlines, Medialine shall endeavour to provide the delivery or service within the specified period. Delays caused by force majeure, governmental measures, or other unforeseeable circumstances for which Medialine is not responsible (e.g., strikes, material shortages, natural disasters) shall extend the delivery period accordingly by the duration of the impediment.

5.2 Partial Deliveries

Medialine is entitled to make partial deliveries. Each partial delivery shall be deemed an independent service and may be invoiced accordingly.

5.3 Transfer of Risk

The risk of accidental loss or accidental deterioration of the goods shall pass to the customer as soon as the goods have left Medialine's plant or warehouse or have been handed over to the carrier. If dispatch is delayed for reasons attributable to the customer, the risk shall pass to the customer upon notification of readiness for dispatch.

5.4 Shipping and Transport

Shipping is at the customer's expense and risk. At the customer's request and expense, the goods will be insured against theft, breakage, transport, fire, and water damage. The choice of transport route and shipping method shall be at Medialine's discretion unless the customer has expressly specified special requirements which Medialine has agreed to.

5.5 Travel Costs

Costs for travel to and from the customer's site, travel expenses, and incidental travel costs (e.g., per diems) in connection with on-site assignments shall be invoiced separately. The applicable rates are set out in the service order form valid at the time (available in the support area of our website Medialine.com) or in the individual agreement. Adjustments to travel costs may be made with one week's notice.

5.6 Increases in Transport-Related Costs

Medialine reserves the right, with one week's notice, to adjust the costs for transport-related services (e.g., travel expenses, pre-carriage costs, customs duties, fuel or energy costs). These adjustments are based on the Consumer Price Index of the German Federal Statistical Office and will be provided to the customer upon request.

6. Training, Documentation, and Rights of Use

6.1 Right of Use for Software and Documentation / Acceptance of Third-Party Licence Terms and Licence Audit

The customer is granted a simple, non-transferable, and non-exclusive right to use the software listed in the contract as well as the associated materials and documentation. This right of use applies exclusively to internal use on the customer's agreed IT systems. The customer is entitled to create necessary backup copies of the software, provided they are used solely for backup purposes. Any transfer, reproduction, or other use beyond the contractually agreed scope is not permitted without Medialine's express written consent.

If Medialine provides the customer with software licences for use – whether by sale or under rental or subscription models ("licence provision") – the customer undertakes to accept and comply with the licence and usage terms of the respective manufacturer or rights holder.

The customer is obliged to inform themselves about the applicable licence terms. Upon request, Medialine will provide the applicable manufacturer terms to the customer or specify the source.

The customer further undertakes to ensure licence-compliant usage and to observe any usage restrictions (e.g., named users, geographical limitations, functional restrictions).

Medialine or the respective manufacturer is entitled, after prior notice and during normal business hours, to conduct an audit of the licensed usage or to have such an audit conducted by authorised third parties to verify compliance with the licence terms. The customer shall cooperate to a reasonable extent in this process.

If, during an audit, it is determined that the customer has used licences beyond the agreed or permitted scope, the customer shall be obliged to bear the difference in costs as well as any damages and costs caused thereby (including audit costs, contractual penalties, and legal enforcement costs). Further claims remain unaffected.

6.2 Restrictions on Use

The customer shall not carry out or have third parties carry out reverse engineering, disassembly, or decompilation of the software, unless such actions are expressly permitted by law (Section 69e German Copyright Act). The customer may only use the software to the extent specified in the contract. Any further use, in particular

commercial redistribution, rental, or lending, is prohibited unless expressly agreed in writing.

6.3 Documentation and Training

The customer shall receive the documentation necessary to use the software in German or English, provided this is supplied by the manufacturer. Free-of-charge training, instruction, or installation of the supplied hardware and software is not included in the scope of services and must be separately commissioned. Such services will be billed based on actual time spent or performed by a third party engaged by Medialine.

6.4 Customisation and Customer-Specific Requirements

Customisations or special requirements of the customer are not part of Medialine's standard services. Such adaptations must be separately agreed and commissioned. The customer bears the risk that the selected software is suitable for their intended purposes, unless Medialine has given an express written assurance of suitability.

6.5 Rights of Use for Software Updates and Upgrades

The same rights of use apply to software updates and upgrades as to the original version of the software. Upon installation of a new version, the rights of use for the previous version shall transfer to the new version. The customer is obliged not to continue using older versions of the software after installation of the new version unless such use has been expressly agreed in writing.

6.6 Updates and Upgrades

If Medialine or the respective manufacturer provides the customer with software updates and upgrades under the agreed maintenance or service contracts, the following shall apply:

- **Rights of Use for New Versions:** The customer shall receive the same rights of use for the provided updates and upgrades as were granted for the original software version. Upon installation of a new version, the rights of use for the previous version shall transfer to the new version. The customer is obliged not to continue using older versions after installation unless Medialine has expressly agreed in writing.
- **Paid Upgrades:** If upgrades exceed the scope provided for in the maintenance or service contract and incur additional costs, Medialine will inform the customer in advance of the costs involved. The installation of such paid upgrades will only take place after express commissioning by the customer.
- **Obligation to Install Updates:** The customer is obliged to install security-relevant updates within a reasonable period after provision in order to ensure proper use of the software. If the customer fails to meet this obligation, Medialine shall not be liable for damages resulting from the failure to install.
- **Support and Compatibility:** For older versions no longer supported by updates or upgrades, there is no entitlement to warranty or support.

6.7 Breach of Usage Rights

If the customer breaches the provisions of this right of use, in particular by unauthorised transfer, reproduction, or use of the software, Medialine is entitled to claim a contractual penalty amounting to twice the purchase price of the affected software. Further claims for damages remain unaffected.

7. Customer's Duties to Cooperate

7.1 General Duty to Cooperate

The customer is obliged to provide, in a timely manner, fully and free of charge, all cooperation necessary for the proper performance of the agreed services. This includes, in particular, providing necessary information, documents, access data, and contact persons, as well as creating technical and organisational prerequisites within their area of responsibility.

7.2 Cooperation in Project Services

In the case of project-related services (e.g., software implementations, migrations, or individual customisations), the customer shall ensure that agreed deadlines for cooperation, approval, acceptance, or testing are met. Delays resulting from a failure to cooperate in a timely manner shall be borne by the customer.

7.3 Liability for Failure to Cooperate

If the customer fails to fulfil their duties to cooperate, or fails to do so in a timely manner, and this results in Medialine's performance being delayed or rendered impossible, agreed deadlines shall be extended accordingly. Medialine shall be entitled to invoice any additional costs incurred separately. Further rights, in particular to claim damages or to terminate the contract, remain unaffected.

7.4 Customer's Data Backup Obligation

The customer is obliged to maintain current backups of their data.

8. Scope of Performance and Functionality / End of Support

a. The scope of performance and functionality of the equipment and software provided shall be determined by the product descriptions valid at the time the contract is concluded and made known to the customer.

b. Any further agreements in special cases – such as overcapacity, response times, compatibility with other programs, or networking capabilities – are expressly dependent on the customer's specific situation and must be agreed in writing. The same applies to individual customer-specific software adaptations or other special operating conditions.

c. End of Support

If a manufacturer (hardware/software) ceases to provide further updates, patches, or security updates, Medialine reserves the right to discontinue support and/or provision for the affected service or product. Medialine will inform the customer of this in good time.

9. Warranty

9.1 Warranty Period

The warranty period for material defects is 24 months from delivery of the goods to the customer, unless a longer period is prescribed by law. For merchants, the warranty period is reduced to 12 months if the defect has not been reported in writing within this period. For used goods, the warranty period is 6 months, provided the customer is not a consumer.

9.2 Notification of Defects

The customer must report obvious defects immediately, but no later than ten days after receipt of the goods, in writing. Hidden defects must be reported immediately upon discovery. If notification is not made in time, the customer's warranty claims shall lapse, unless the customer is a consumer.

9.3 Type of Subsequent Performance

If the delivered goods are defective, the customer has the right to demand subsequent performance, at Medialine's discretion, either by remedying the defect or delivering defect-free goods. Medialine has the right to choose the type of subsequent performance, provided it is reasonable for the customer. The customer must set Medialine a reasonable deadline for subsequent performance, which must be at least two weeks. Medialine may refuse a particular type of subsequent performance, or subsequent performance altogether, if it is only possible at disproportionate cost.

9.4 Preconditions and Exclusions of Warranty

Warranty claims do not exist if the defect is due to improper use, external influences (e.g., mechanical damage, chemical exposure), unauthorised repairs, interference by third parties, or non-compliance with operating and maintenance instructions. The use of spare parts, accessories, or consumables not approved by Medialine also excludes the warranty.

9.5 Costs and Obligations in the Event of a Warranty Claim

In the event of subsequent performance by replacing defective parts or delivering new goods, the customer is obliged to return the replaced parts to Medialine. The transport and labour costs necessary for subsequent performance shall be borne by Medialine, unless these are incurred due to disproportionate effort. If the complaint proves to be unjustified, Medialine is entitled to charge the customer for the costs incurred as a result.

9.6 Withdrawal, Reduction, and Damages

If subsequent performance fails or is unjustifiably refused, the customer is entitled to withdraw from the contract or reduce the purchase price. In addition, the following provisions apply:

- **Customer's Withdrawal after Conclusion of Contract**
If the customer withdraws from the contract after its conclusion without legal grounds, they are obliged to pay in full for services already rendered. In addition, the customer must pay a lump-sum compensation of 50% of the outstanding order volume. The customer is entitled to prove a lesser loss; likewise, Medialine reserves the right to prove and claim a higher actual loss.
- **Postponement of Services by the Customer**
If the customer postpones the date for agreed services within two working days or less before the scheduled date, Medialine is entitled to charge the customer 50% of the agreed fee for the affected services as well as any non-refundable travel costs. If the customer proves that Medialine incurred lower expenses due to the cancellation, the amount payable shall be reduced accordingly. Conversely, Medialine is entitled to prove and claim a higher actual loss.

The customer's claims for damages due to a defect are limited to the typical and foreseeable damage. Further claims, in particular for loss of profit or other financial losses, are excluded unless caused by intent or gross negligence.

9.7 Limitation Period for Warranty Claims

The limitation period for warranty claims begins with delivery of the goods. Subsequent rectification of defects or replacement delivery does not extend the original limitation period, unless expressly agreed otherwise.

10. Retention of Title

a. We reserve title to the delivered goods until full settlement of the purchase price claim and other claims against the customer in connection with the purchase item.

b. In the case of merchants, we reserve title to the delivered goods until settlement of all – including future or conditional – main and ancillary claims arising from our services and deliveries.

c. The customer must inform us immediately of any enforcement measures by third parties against the goods subject to retention of title or other securities, providing the documents necessary for an intervention; this also applies to any other form of impairment.

11. Liability

11.1 Principles of Liability

Medialine shall be liable without limitation for damages resulting from intentional or grossly negligent breaches of duty by Medialine, its legal representatives, or vicarious agents. Medialine shall likewise be liable without limitation for damages resulting from injury to life, body, or health caused by Medialine or its vicarious agents.

11.2 Liability for Slight Negligence

In cases of simple negligence, Medialine shall be liable only if a material contractual obligation ("cardinal obligation") has been breached. A material contractual obligation is one whose fulfilment makes the proper performance of the contract possible in the first place and on the compliance with which the customer regularly relies. In such cases, liability shall be limited to the typical, foreseeable damage.

11.3 Limitation of Liability for Property and Financial Damage

For property and financial damage caused by simple negligence, liability is limited to a maximum of 30% of the respective order value. In the case of recurring services or continuing obligations, liability is limited to 30% of the agreed annual net amount. In any case, liability for simple negligence is capped at EUR 1 million per damage event.

11.4 Exclusion of Liability for Data Loss

Medialine shall only be liable for data loss if the customer has properly, regularly, and fully backed up their data in such a way that the data can be restored with reasonable effort. In the event of slight negligence, liability for data loss is limited to the costs of restoration that would have been incurred had proper, regular data backups been carried out.

11.5 Exclusion of Liability for Loss of Profit and Other Indirect Damages

Medialine shall not be liable for loss of profit, missed savings, or other indirect or consequential damages, unless such damages were caused intentionally or by gross negligence, or result from injury to life, body, or health.

11.6 Liability under a Guarantee

Where Medialine has expressly assumed a guarantee, liability for damages shall only apply within the scope of the guarantee terms. In the case of slight negligence, liability under a guarantee is likewise subject to the restrictions in this section.

11.7 Personal Liability of Vicarious Agents

The liability limitations in this section shall also apply in favour of Medialine's legal representatives, employees, and vicarious agents.

11.8 Liability under the Product Liability Act

Liability under the German Product Liability Act shall remain unaffected by the above provisions. In such cases, the statutory provisions apply without restriction.

11.9 Reimbursement of Expenses under Section 284 BGB

If the customer demands, instead of damages in lieu of performance, reimbursement of expenses incurred in reliance on receiving the performance (§ 284 BGB), such expenses shall be limited to the amount that a reasonable third party would have incurred under the same circumstances. Further claims are excluded unless there is intent or gross negligence.

12. Place of Jurisdiction, Place of Performance, Applicable Law

a. If the customer is a merchant, a legal entity under public law, or a special fund under public law, the Local Court (Amtsgericht) of Bad Sobernheim shall have jurisdiction for all legal disputes.

b. The place of performance for all obligations arising from the contractual relationship is Bad Sobernheim. This applies only if the customer is a merchant, a legal entity under public law, or a special fund under public law.

c. These terms and conditions shall be governed by the laws of the Federal Republic of Germany, excluding the conflict-of-law rules that would refer to another legal system. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

13. Transferability

The transfer of rights and obligations under this contract by the customer to third parties is only permitted with the prior written consent of Medialine. Medialine shall not unreasonably withhold such consent, but reserves the right to refuse the transfer if there are legitimate interests to the contrary. Any assignment or transfer made without Medialine's consent shall be invalid.

This does not apply to the assignment of monetary claims, which may be made without consent.

14. Non-Solicitation of Employees

The customer undertakes not to solicit or employ any employees of Medialine without Medialine's consent during the term of the cooperation between the parties and for a period of one year thereafter. In the event of a culpable breach, the customer undertakes to pay a contractual penalty equal to the employee's annual gross remuneration.

15. Confidentiality

(1) **Confidentiality:** Both contracting parties undertake to treat as strictly confidential all information exchanged under this contract that is marked as confidential or must be regarded as confidential by its nature (hereinafter "confidential information"), and to use it solely for the purpose of fulfilling the contractual objectives. This applies in particular to trade secrets, technical information, customer and pricing data, as well as other business data.

(2) **Protective Measures:** The contracting parties undertake to implement appropriate technical and organisational measures to prevent unauthorised access to confidential information. This includes, among other things, encryption of sensitive data, access restrictions, and regular training of employees in the handling of confidential information.

(3) **Exceptions to the Duty of Confidentiality:** The obligation of confidentiality shall not apply to information which:

- was lawfully known to the receiving party before receipt;
- was lawfully obtained from a third party without breach of this contract;
- is or becomes generally known without violation of statutory provisions or this contract;
- must be disclosed due to statutory provisions or official orders, provided that the disclosing party informs the other party of the planned disclosure in good time, insofar as this is legally permissible.

(4) **Duration of the Duty of Confidentiality:** The obligation of confidentiality shall remain in force for the entire term of the contract and for a period of three years after its termination, unless a longer statutory obligation of confidentiality exists.

(5) **Return and Deletion of Confidential Information:** Upon termination of the contract or upon written request by either party, all written or electronic documents and files containing confidential information must be returned without delay or demonstrably deleted, unless statutory retention obligations prevent this.

(6) **Confidentiality Obligations for Employees and Subcontractors:** Both parties shall ensure that their employees, representatives, and any subcontractors engaged are also bound by the duty of confidentiality. Appropriate contractual arrangements must be made to safeguard the protection of confidential information.

(7) **Use as Reference Customer:** Medialine shall be entitled, if the customer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), to name the customer as a reference customer in marketing materials, on its website, and in other media. The customer may object to such naming at any time. Upon receipt of such objection, Medialine shall promptly remove the customer from all future marketing materials. Existing materials that cannot be altered without disproportionate effort (e.g., printed brochures) remain unaffected.

(8) **Contractual Penalty for Breach of Confidentiality:** In the event of a culpable breach of the duty of confidentiality, the breaching party shall be obliged to pay an appropriate

contractual penalty, the amount of which shall be determined on a case-by-case basis. Further claims for damages remain unaffected.

(9) **Documentation and Proof of Deletion:** Upon request, the receiving party shall be obliged to document the deletion of confidential information and to confirm such deletion to the disclosing party in writing.

16. Data Protection

If, in the course of providing services, one party gains access to personal data within the meaning of the GDPR as a processor, such processing shall take place solely under a separate data processing agreement pursuant to Article 28 GDPR. The parties undertake to comply with the applicable data protection provisions at all times. The customer undertakes to inform Medialine in good time of any special protection requirements, compliance guidelines, or regulatory frameworks insofar as these are relevant to the contractual provision of services.

17. Commencement, Term, Termination of the Contract, and Withdrawal

(1) **Commencement of Contract:** The contract shall enter into force upon signature by both parties or on a later date expressly agreed upon. Alternatively, the commencement date may be defined as the date on which Medialine first provides the contractually agreed services, if stipulated in the contract.

(2) **Term of the Contract:** For fixed-term contracts, the minimum term shall be 12 months, unless otherwise stipulated in the offer or service description, commencing on the contract start date. Upon expiry of the minimum term, the contract shall automatically renew for successive periods of 12 months unless terminated by either party by giving 6 months' notice.

(3) **Notice Periods:** In fixed-term contracts, ordinary termination may be given with 6 months' notice to the end of the respective contract term. Termination must be in writing to be legally effective. The right to extraordinary termination for good cause remains unaffected.

(4) **Extraordinary Termination for Good Cause:** Either party may terminate the contract without notice for good cause. Good cause exists in particular if:

- one party, despite written warning, materially breaches its contractual obligations and fails to remedy such breach within a reasonable period;
- insolvency proceedings are opened over the assets of one party or the opening of such proceedings is rejected for lack of assets;
- statutory or regulatory requirements render continued performance of the contract unreasonable.

(5) **Return Obligations and Deletion of Data:** Upon termination of the contract, the customer shall, at its own expense, promptly return all hardware and other items provided by Medialine. Medialine undertakes, after the end of the contract, to fully and irreversibly delete all customer data stored on Medialine's systems within a reasonable period, unless statutory retention obligations prevent this.

(6) **Return of Software Licenses upon Termination:** Upon termination of the contract, the customer shall promptly uninstall or delete all software licenses, installation packages, access data, and activation keys provided by Medialine under the contract, and shall cease using them, unless ownership has passed to the customer.

This obligation to uninstall also applies to any backup copies, replicas, or license files embedded in automated systems. Medialine shall be entitled to request appropriate proof of proper deletion or uninstallation. Any continued use of the licenses constitutes unauthorised use and entitles Medialine to claim damages or contractual penalties.

(7) **Special Termination Rights:** For certain services agreed separately and subject to a minimum term, specific termination provisions set out in the respective service descriptions apply. Such special termination rights do not affect the general termination periods of this contract.

18. Final Provisions

(1) **Amendment of the GTC during Ongoing Contractual Relationships:** Medialine reserves the right to amend or supplement these GTC for objectively justified reasons, in particular in the event of changes to the law, supreme court rulings, technical conditions, or an expansion of the service portfolio. Amendments shall be notified to the customer in text form before their planned entry into force. If the customer does not object in text form within four weeks of receipt of the notification, the amendments shall be deemed accepted. Medialine shall specifically draw attention to this objection period and the legal consequences of failing to object in the amendment notification. If an objection is made in due time, the previous GTC shall remain in force; in this case, Medialine shall be entitled to terminate the contract with three months' notice to the end of a month.

(2) **Severability Clause:** Should any provision of this contract be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall not be affected. The parties undertake to replace the invalid or unenforceable provision with a valid and enforceable one that comes as close as possible to the economic purpose of the invalid provision. The same applies in the event of a contractual gap.

(3) **Applicable Law:** This contract shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The choice of applicable law shall not deprive a customer who is a consumer within the meaning of Section 13 BGB of the protection afforded by mandatory provisions of the law of the country in which the customer has their habitual residence.

(4) **Place of Jurisdiction:** The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be the registered office of Medialine, provided the customer is a merchant, a legal entity under public law, or a special fund under public law. Medialine is, however, entitled to sue the customer at the customer's general place of jurisdiction.

(5) **Assignment and Transfer of Rights:** The assignment or transfer of rights and obligations under this contract by the customer requires the prior written consent of Medialine. Medialine may transfer rights and obligations under this contract to affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG) without the customer's consent.

General Terms and Conditions for Managed Service and Cloud Services

Language and prevailing version: This English version of the General Terms and Conditions is provided for convenience and for ease of understanding only. In the event of any discrepancies or contradictions between the English and German versions, the German version shall prevail.

1. Scope of Application and Priority Rule

These terms and conditions apply to all contracts concluded by the customer with Medialine for managed services, hosting, housing, and cloud services as well as related services and software provision. They also apply to contracts for the temporary provision of IT equipment (e.g. as part of rental, loan, or comparable provisioning models), regardless of whether such provision is connected with managed services or agreed independently.

This includes in particular:

- the provision and operation of IT systems,
- data centre services,
- platform services,
- virtualised infrastructures,
- managed applications,
- security services,
- the temporary provision of software (Software as a Service),
- as well as the temporary provision of hardware (e.g. as part of Device-as-a-Service or Workplace-as-a-Service).

The terms apply in the version valid at the time the contract is concluded or in the last version communicated to the customer also to similar future contracts, without the need to refer to them again.

Priority Rule

These special GTC for Managed Service and Cloud Services apply in addition to the General Terms and Conditions of Medialine AG for Deliveries and Services in their current version. In the event of any conflict, the provisions of these special GTC shall take precedence over the general terms. If a contract includes services from multiple areas (e.g. hardware delivery and simultaneous provision of managed services), the GTC provisions assigned to each service component shall apply accordingly.

Customer Group

These terms apply exclusively to contracts with entrepreneurs within the meaning of Section 14 BGB, legal entities under public law, or special funds under public law. The conclusion of contracts with consumers within the meaning of Section 13 BGB is excluded.

2. Scope of Services (Managed Services)

These terms govern the provision of managed services by Medialine. This includes in particular the provision, operation, and management of IT systems, platforms, cloud and data centre services, virtual infrastructures, security solutions, and the ongoing support of the customer's IT environments.

This comprises, among other things, the provision of storage and computing capacity, the operation of hardware and software components, connectivity via telecommunications links, the implementation and monitoring of technical systems, the provision and maintenance of software applications (including Software as a Service), as well as related services such as support, monitoring, reporting, backup, and maintenance.

The services are intended for commercial use by the customer within the framework of the contractually agreed IT environment. The applicable service level agreements (SLAs) and service descriptions apply in addition.

3. Services Provided by Medialine

(1)(a) Provision of IT Infrastructure:

Medialine undertakes to provide the IT infrastructure specified in the service description for the contract term and in accordance with the contract. The content, scope, and delivery dates of the services are set out in the service description. The IT infrastructure remains the property of Medialine. The customer has no right of access to the data centre premises unless such access is necessary for the customer's data protection officer to verify compliance with data protection requirements under Article 39 GDPR and has been notified in writing. Planned maintenance work that could lead to service interruptions will be announced to the customer in advance, except in the case of urgent emergency measures.

(1)(b) Installation and Commissioning at the Deployment Site:

If Medialine provides devices to the customer for use under the contract (e.g. as part of Device-as-a-Service or similar models), installation ready for operation at the deployment site shall only be performed if expressly agreed in writing in the respective individual order.

If no such agreement has been made, the customer is responsible for connecting and commissioning the devices within its IT environment. This includes, in particular, integration into existing networks, power supply, mounting, and any configuration measures.

Additional services such as installation, configuration, instruction, or integration can be ordered separately at the customer's request and will be invoiced on a time and material basis or according to separate agreement.

(2) Place of Performance and Success:

The services shall be performed by Medialine or subcontractors engaged by it. The place of success is determined by the service handover points defined in the service description. If no service handover point has been agreed, the location of service provision shall be deemed the place of success.

(3) Service Provision:

Medialine shall provide the services specified in the service description for the customer. These are performed within the framework of the agreed SLAs. Support requests are processed according to their priority, with serious issues being treated with high priority. Response times and escalation procedures are set out in detail in the SLA to ensure prompt handling of critical service cases.

(4) Rental of Software Applications:

Medialine provides the customer with software applications on a temporary basis against regular remuneration. The customer's rights to the software are limited to the scope of use described by the respective manufacturer. Medialine reserves the right to perform regular updates and upgrades to the software. The customer is responsible for implementing such updates where required and will be informed in good time about the availability of software updates.

(5) Scope of Services and Upgrades:

An upgrade of the contracted services is possible. Depending on the service ordered, upgrades can be requested by the customer via a self-service portal or by submitting a ticket and will be billed at the contractually agreed prices. A downgrade of services is excluded. The implementation of upgrades will take place within an agreed time frame.

(6) Additional Services:

If the customer is provided with services beyond the contractual scope free of charge, there is no legal entitlement to such services. Medialine reserves the right to discontinue such additional services at any time. The customer will be informed in advance of the discontinuation of such free services to allow for an appropriate transition period.

(7) Remote Access by Medialine:

Where necessary for fault analysis or the provision of support or operational services, Medialine may, with the customer's prior consent, access customer systems via secure remote access procedures (e.g. VPN or Remote Desktop). Access shall be solely for the purpose of fulfilling the contractual services, in compliance with data protection requirements, and will be documented. Medialine undertakes to treat all information obtained during remote access as confidential.

(8) Interim Data Portability:

During the term of the contract, the customer is entitled to request from Medialine the provision of all data supplied or generated by the customer in a commonly used, structured, and machine-readable format, insofar as this is necessary for migration or transfer to third parties.

Porting shall take place upon prior notice and with reasonable lead times. The effort will be charged according to a separate prior order from Medialine, unless otherwise agreed. Performance of such portability must not unreasonably impair the operation of running systems.

(9) Committed Data Rate (CDR):

Medialine shall provide the minimum bandwidth guaranteed in the contract (Committed Data Rate, CDR). This may, if necessary, be exceeded up to a defined burst rate. Monthly usage is measured daily at five-minute intervals, and any excess bandwidth usage will be billed at the contractually agreed rates. In the case of repeated CDR exceedances, Medialine reserves the right to charge additional fees or to make a permanent adjustment to the contractually agreed bandwidth.

(10) Temporary Suspension in the Event of Security Risks:

Medialine is entitled to temporarily suspend access to individual or all contractual services if there are concrete indications that the use of the systems poses a significant risk to information security, operational stability, or the rights of third parties.

Suspension shall be carried out in accordance with the principle of proportionality and shall be limited to the extent necessary to avert the danger. Medialine shall promptly inform the customer of the reasons for the suspension and the planned measures to restore access.

Access will be restored as soon as the risk situation has been resolved or appropriate protective measures have been implemented.

4. Technical Changes / Costs for Expansion / Additional Effort for Services and/or Resources

(1) Technical Changes by Medialine:

Medialine is entitled to make changes to the IT infrastructure that are necessary to ensure the contractual services or to maintain the required duty of care. This includes, for example, hardware or software expansions as well as performance enhancements necessary to maintain the agreed service quality. Such changes will be communicated to the customer in advance, unless they involve urgent emergency measures that cannot be postponed. In such cases, the customer will be informed without delay. Changes that could affect service availability will preferably be carried out outside regular business hours to minimise disruption.

(2) Cost Regulations for Changes:

Any additional costs arising from technical changes shall be borne by the customer unless such changes are covered by the contractually agreed services. Medialine will provide the customer, upon request, with a detailed breakdown of the costs incurred. If changes result in a significant cost increase, the customer will be informed within a reasonable period before implementation. If the customer rejects the change, proper performance by Medialine shall be excluded.

(3) Changes by the Customer:

The customer is entitled to make changes to its own applications, provided that such changes have no negative impact on the agreed performance characteristics of the IT infrastructure, such as performance, capacity, or availability. The customer is obliged to inform Medialine in writing at least 14 days in advance of planned changes that could affect the IT infrastructure. If such customer-side changes result in additional effort for Medialine, the resulting costs shall also be borne by the customer. Billing shall be based on actual effort according to the prices stated in the then-current service order form (available in the support section of our website Medialine.com).

(4) Expansion of the IT Infrastructure:

If an expansion of the IT infrastructure is necessary to provide additional services or to meet higher capacity requirements, implementation shall be carried out by Medialine after consultation with the customer. Such consent may not be unreasonably withheld. The costs incurred through expansions will be invoiced on the basis of the prices stipulated in the contract.

(5) Downtime and Notification Obligation:

Medialine undertakes to announce planned maintenance windows that may result in temporary unavailability of IT services in advance. Emergency measures will, as far as possible, be carried out outside regular business hours. The customer will be informed without delay in such cases.

(6) Costs for Additional Resources:

The customer may order additional resources such as storage space, computing capacity, or bandwidth. The costs for these additional resources will be invoiced on a monthly basis. A downgrade of services is excluded. In the case of repeated demand for additional resources, a permanent adjustment of the service scope may be agreed.

(7) Adjustments Due to Legal or Regulatory Requirements:

If legal or regulatory changes require adjustments to the IT infrastructure, Medialine will implement such changes within a reasonable period and charge the customer for the associated costs, unless these are included in the regular scope of services.

(8) Flexibility Clause for Relocation to Another Data Centre:

Medialine reserves the right to relocate the IT infrastructure to another data centre if necessary to ensure service quality or to meet legal, regulatory, or operational requirements. The customer will be informed of the planned relocation in good time in advance. Medialine shall ensure that the relocation is carried out in such a way that the agreed service level agreements (SLA) are complied with and service interruptions are kept to a minimum.

5. Use by Third Parties

(1) Transfer of Use to Third Parties:

Any – even partial – subletting or other transfer of use of the IT infrastructure, including housing IP racks or other provided resources, to third parties is only permitted with the prior written consent of Medialine. Consent applies exclusively to the specific individual case. The customer undertakes to use the IT infrastructure only in accordance with the contractual provisions and to ensure that third parties who are granted access also comply with these provisions.

(2) Revocation of Permission:

Medialine reserves the right to revoke permission to transfer use at any time for legitimate reasons, in particular if the third party breaches contractual provisions or if there are security concerns. In such a case, the customer will be informed without delay and is obliged to terminate the third party's access to the IT infrastructure.

(3) Responsibility for Use by Third Parties:

The customer remains fully responsible for the use of the IT infrastructure by third parties. This includes compliance with all contractual provisions and statutory requirements. Should a third party cause damage to the IT infrastructure or breach the provisions of this contract, the customer shall be liable to Medialine for all resulting damages and costs.

(4) Obligation to Report Changes:

The customer is obliged to inform Medialine without delay of any changes that could affect the use of the IT infrastructure by third parties. This includes, in particular, a change of the third party or changes in the scope of use. Any expansion of the scope of use by third parties requires renewed consent by Medialine.

(5) Usage Restrictions:

Medialine is entitled to restrict use by third parties or impose additional conditions if this is necessary to ensure security, performance, or compliance with legal requirements. The customer will be informed in good time in such a case.

6. Granting of Usage Rights

(1) Scope of Usage Rights:

The customer grants Medialine a non-exclusive, non-transferable right of use, limited to the respective locations of the IT infrastructure, to use the application software provided by the customer and all data stored on the IT infrastructure for the purpose of fulfilling contractual service obligations. This includes, in particular, the right to reproduce the data and software for security and backup purposes.

(2) Rights to Hosted Content:

If Medialine hosts an internet website for the customer or makes other content publicly available, the customer grants Medialine the non-exclusive right, limited to the term of the contract, to transmit the content to the public via the telecommunications connection. Medialine is not entitled to use the content beyond the permitted use under the contract or to make it available to third parties.

(3) Restrictions on Usage Rights:

Medialine is not entitled to use the customer's application software or data beyond the contractually agreed possibilities, in particular not to rent or lend them to third parties. Likewise, Medialine is not entitled to pass on the data or software to third parties unless this is necessary for fulfilling contractual obligations and is carried out in compliance with data protection requirements.

(4) Use for Backup Purposes:

The use of the application software and the data provided by the customer by Medialine may, in particular, be carried out for security and backup purposes in order to ensure the agreed operation of the IT infrastructure. Medialine undertakes to delete the copies made after termination of the contract, unless statutory retention obligations exist.

(5) Liability for Third-Party Rights:

The customer guarantees that the provided application software, hosted content, and associated data are free of third-party rights that could restrict use by Medialine. Should Medialine be subject to claims by third parties due to the use of the software or data provided by the customer, the customer shall indemnify Medialine against all claims and bear the necessary legal defence costs. If the customer becomes aware of possible third-party claims that could impair the use of the application software or data, Medialine must be informed immediately.

(6) Updates and Changes to the Software:

Medialine is entitled to carry out regular updates of the hosted software to ensure the security and functionality of the IT infrastructure. The customer will be informed in good time about planned updates and is responsible for implementing the necessary measures on its side.

7. Software Licence Usage Rights

(1) Granting of Software Licence Rights:

Medialine grants the customer, for the term of the contract, a non-exclusive, non-sublicensable right to use the software provided under the contract and the associated documentation. This right applies exclusively to the operating systems and applications described in the contract.

(2) Rights to New Versions and Corrections:

The customer's usage rights also extend to new versions and corrections of the software. These replace the usage rights to previous versions and corrections after a reasonable transition period, which usually does not exceed one month.

(3) Prohibition of Reverse Engineering and Other Interventions:

The customer may not decompile, disassemble, or otherwise attempt to obtain the source code of the software unless expressly permitted by law. Any changes to the software may only be made within the framework of the contractual provisions and with the prior consent of Medialine.

(4) Contractual Penalties for Unauthorised Use:

In the event of culpable, contractual misuse of the software by the customer or by third parties to whom the customer has granted access to the software, a contractual penalty in the amount of the purchase price of the software shall be payable. This contractual penalty may be adjusted if Medialine proves higher damages or the customer proves lower damages.

(5) Information Obligations in the Event of Unauthorised Use:

The customer undertakes to inform Medialine without delay if unauthorised uses of the software are detected. This includes providing relevant information, including the names and addresses of the unauthorised users as well as the nature and scope of the unauthorised use.

(6) Use of Customer-Owned Licences (BYOL):

If the customer provides its own software licences for use within systems operated by Medialine, the customer is solely responsible for the lawful use, validity, and compatibility of these licences.

Medialine assumes no warranty for the functionality or licence compliance of the software provided by the customer. The customer shall indemnify Medialine against all claims by third parties made in connection with the use of such licences and shall reimburse Medialine for all damages and expenses incurred as a result.

8. Customer Obligations

(1) General Obligations:

The customer is obliged to pay the fees stipulated in the contract on time. In the event of returned or unpaid direct debits, the customer shall bear the resulting costs if it is responsible for the incident. The customer must also ensure that the assigned usage and access rights as well as identification and authentication data are protected from access by third parties, unless Medialine has agreed in writing to their disclosure.

(2) Cooperation Obligations:

The customer shall comply with all cooperation obligations specified in the service description at its own expense. This includes, in particular, providing all necessary information and fulfilling the technical requirements to enable the provision of the agreed services.

(3) Data Backup by the Customer:

Unless expressly regulated otherwise in the contract, the customer is obliged to independently create complete and functional backup copies of its data at regular intervals to prevent data loss. This obligation applies in particular to data processed on the customer's own systems or data that is not subject to a contractual backup obligation by Medialine.

If the customer fails to comply with this obligation, Medialine shall only be liable for resulting damages in accordance with the contractual and statutory liability provisions, taking into account the customer's contributory negligence under Section 254 BGB.

(4)(a) Transfer of Risk and Obligation to Compensate in the Event of Loss or Damage to Provided Equipment:

If Medialine provides the customer with IT equipment (e.g. notebooks, desktop systems, monitors, peripheral devices, or accessories) for temporary use under a contract – whether in the context of rental agreements, service models (such as Workstation-as-a-Service, Device-as-a-Service), or other comparable arrangements – such equipment remains the property of Medialine EuroTrade AG for the entire duration of use.

Upon delivery of the equipment to the customer, the risk of accidental loss, destruction, or damage passes to the customer, regardless of whether the customer is at fault (analogous to Section 690 BGB). From this point on, the customer assumes full custodial responsibility for the provided equipment.

The customer undertakes to adequately and reasonably protect the equipment against loss, theft, damage, and other risks. In the event of loss or damage to the provided equipment – in particular due to burglary, theft, fire, or improper use – the customer is obliged to either reimburse Medialine for the replacement value (current value) or provide equivalent replacement at its own expense. The choice rests with Medialine.

Upon request, the customer must provide suitable proof of protective measures to Medialine. Medialine is entitled, in justified cases, to set the customer a deadline for improving organisational or technical protective measures. Further claims by Medialine – in particular in the case of culpable breaches of duty – remain unaffected.

(4)(b) Return of Provided Equipment:

After termination of the relevant usage relationship – regardless of the reason – the customer is obliged to return all equipment provided under the contract, including all associated accessories (e.g. power supplies, input devices, bags, monitors, docking stations), within 7 calendar days, at its own cost and risk, to the return location specified by Medialine.

The return must be in a functional condition consistent with contractual use. Normal wear and tear is disregarded. Missing, defective, or damaged accessories must be replaced with equivalent parts at the customer's expense or will be invoiced separately.

For the purposes of this provision, "functional" means that the equipment is free from technical defects that significantly impair contractual use. The customer must delete all data stored on the provided equipment prior to return and, if applicable, restore it to factory settings. Medialine is not obliged to secure or release any data remaining on the equipment. Liability for the loss of such data is excluded.

If the return is not made on time, Medialine is entitled to continue charging the last agreed monthly usage fee as a lump-sum usage compensation for each commenced calendar month after contract end. Further damages – in particular lost resale opportunities, additional administrative effort, or replacement procurement – remain reserved, provided they can be proven.

Upon request, the customer must provide Medialine, within 5 working days of return, with suitable proof of shipment, receipt, and condition of the returned equipment.

(5) Measures in Case of Breach of Contract:

If the customer significantly or persistently breaches its obligations and fails to remedy such conduct immediately despite a warning, Medialine is entitled to block the customer's access to the IT infrastructure. If such justified blocking results in additional effort for Medialine, the resulting costs shall be borne by the customer. Billing will be based on actual effort in accordance with the prices stated in the then-current service order form (available in the support section of our website Medialine.com). In this case, the customer remains obliged to pay the agreed fees. Medialine reserves the right to block access without prior warning if an extraordinary termination is justified.

(6) Reminder Fees in Case of Payment Default:

If the customer is in default of payment, Medialine is entitled to charge a flat reminder fee for each reminder. The reminder fee amounts to EUR 5 for the first reminder, EUR 10 for the second reminder, and EUR 15 for each further reminder. The customer is entitled to prove that a lower loss has been incurred due to the delay. Medialine reserves the right to claim further default damages if the flat reminder fees do not fully cover the actual damage.

9. Obligations of Medialine

(1) Service Delivery:

Medialine undertakes to provide the contractually agreed services in accordance with the service description and within the agreed deadlines. This includes compliance with the Service Level Agreements (SLA), which define availability requirements and response times.

(2) Data Security:

Medialine is responsible for implementing appropriate technical and organisational measures to ensure data security. This includes regular security audits and the immediate notification of the customer in the event of security-related incidents affecting the customer's data.

(3) Information Security and Compliance:

Medialine undertakes, in providing the contractual services, to implement appropriate technical and organisational measures in accordance with the generally recognised state of the art. These measures are particularly guided by relevant standards such as ISO/IEC 27001 or industry-specific security requirements. Where required by law or by regulatory provisions, Medialine undertakes to implement the necessary protective measures. Compliance with these measures may be documented through appropriate evidence (e.g. certificates, audit reports).

(4) Use of Subcontractors:

Medialine is entitled to engage suitable subcontractors for the performance of the contractual services. Medialine undertakes to select subcontractors with due care. Where personal data is processed on behalf of the customer in the course of providing services, Medialine shall conclude data protection agreements with subcontractors in accordance with Article 28 GDPR. The customer may, upon request, receive an overview of the subcontractors engaged.

10. Fees and Payment Terms

(1) Fees and Invoicing:

The customer shall pay the agreed fees for the services provided by Medialine plus the statutory value-added tax. Billing is carried out monthly on the 1st day of a service month and begins in the month of provisioning. Usage-based fees are also invoiced monthly.

(2) Due Date and Default:

The invoice amount is due immediately and payable within ten days of receipt of the invoice. If the customer is in default of payment, Medialine is entitled to charge default interest at eight percentage points above the applicable base interest rate. If the customer repeatedly falls into payment arrears, Medialine reserves the right to terminate the contract without notice.

(3) Price Adjustments:

Medialine reserves the right to adjust the agreed prices if the costs of service provision demonstrably increase. This applies in particular, but not exclusively, to:

- **Energy and electricity costs** if the average energy prices increase by more than 5% compared to the level at the time of contract conclusion;
- **Personnel costs** if personnel costs increase by more than 5% due to collective bargaining or statutory changes;
- **Material costs and upstream services** (including licences and services) in the event of price increases by upstream suppliers of more than 5%;
- **Exchange rate fluctuations** affecting foreign upstream services if the exchange rate changes by more than 5%.

In addition, Medialine reserves the right to adjust prices in line with the development of the Consumer Price Index (CPI) or the Producer Price Index (PPI). An adjustment may be made if the CPI or PPI has increased by more than 3% since the time of contract conclusion. Regardless of cost or index changes, the price adjustment per calendar year may not exceed a maximum increase of 10% of the last agreed price. Higher cost increases may be taken into account in subsequent years if the adjustment would exceed the maximum limit in one year. Medialine will inform the customer in writing at least four weeks before the new prices take effect. The notification will include the calculation and the basis of the price adjustment, including an overview of the cost changes or index adjustments.

(4) Liquidated Damages in the Event of Termination Due to Payment Default:

If Medialine terminates the contract for good cause due to payment default by the customer, Medialine is entitled to claim liquidated damages in the amount of 100% of the monthly fees still outstanding up to the next possible ordinary termination date. The customer retains the right to prove that Medialine has suffered lesser damage. Medialine retains the right to prove greater damage and to assert further claims.

11. Warranty Claims

(1) Warranty for Functionality

Medialine warrants the functionality of the IT infrastructure in accordance with the characteristics set out in the service description and the agreed availabilities for the term of the contract. Defects that occur during the term of the contract and impair the functionality of the provided IT infrastructure will be remedied by Medialine through

qualified rectification. A complete absence of errors in the software is not owed. Minor deviations or temporary limitations do not entitle the customer to assert warranty claims.

(2) Time Limit for Defect Notification:

The customer is obliged to notify Medialine of defects without undue delay, but no later than ten days after discovery, in writing. If no timely defect notification is made, warranty claims are excluded unless the defect was not detectable even with due diligence.

(3) Rectification and Replacement:

In the case of justified warranty claims, Medialine has the right to choose between remedying the defect (rectification) or providing a defect-free replacement (replacement delivery). The customer shall grant Medialine a reasonable period of at least two weeks for subsequent performance. If subsequent performance fails, the customer is entitled to request a reasonable reduction of the remuneration (price reduction) or to withdraw from the contract if the defect is material.

If Medialine has provided devices to the customer under a rental or lending model, Medialine is entitled, in the event of failed rectification, to provide the customer with a functionally and qualitatively equivalent replacement device, provided this is reasonable for the customer. Full identity in model, configuration, or manufacturing date is not required as long as the contractually agreed functions and possible uses are ensured. Provision shall take place within a reasonable period.

(4) Exclusion of Warranty Claims:

Warranty claims are excluded if the defect is due to external influences, improper handling, changes to the IT infrastructure or software by the customer or unauthorised third parties. This also applies to the use of unauthorised hardware or software as well as violations of prescribed operating and maintenance instructions.

(5) No Guarantee of Specific Properties:

Medialine does not guarantee specific properties of the services and does not expressly warrant such. Technical data, specifications, and performance details in this contract or in related documents serve solely as service descriptions and do not constitute guarantees.

(6) No Strict Liability:

Strict liability for damages due to defects pursuant to Section 536a BGB is excluded, except in cases where liability has been expressly assumed in accordance with the general provisions of the contract (e.g. in cases of intentional or grossly negligent causation).

(7) Limitation Period for Warranty Claims:

Warranty claims expire within 12 months from the start of the statutory warranty period, unless otherwise stipulated in the contract. For warranty claims resulting from intentional conduct, the statutory limitation periods apply.

12. Liability

(1) Liability for Intent and Gross Negligence:

Medialine is liable without limitation for damages caused by intentional or grossly negligent conduct on the part of Medialine, its legal representatives, or vicarious agents. This also applies to damages resulting from injury to life, body, or health.

(2) Liability for Slight Negligence:

In the event of slightly negligent breach of material contractual obligations (cardinal obligations) whose fulfilment is essential for the proper execution of the contract and upon which the customer regularly relies, Medialine's liability is limited to the contract-typical and foreseeable damage. Any further liability for slight negligence is excluded.

(3) Limitation of Liability for Property and Financial Loss:

For property damage and financial loss caused by slight negligence, Medialine's liability per damage event is limited to 10% of the net contract volume per contract year, but not exceeding 25% of the net contract volume for all damages within one contract year. Where a one-off remuneration has been agreed, liability for property and financial loss is limited to a maximum of 10% of the net contract value.

(4) Exclusion of Strict Liability:

Strict liability for damages pursuant to Section 536a BGB is excluded unless it concerns liability for injury to life, body, or health or liability under the Product Liability Act.

(5) Limitation of Liability for Vicarious Agents:

Where Medialine's liability is excluded or limited, this also applies to the personal liability of its legal representatives, employees, staff, agents, and vicarious agents.

(6) Liability under a Guarantee:

Medialine is only liable for damages under a guarantee if such liability is expressly assumed in the guarantee declaration. In the case of slight negligence, this liability is subject to the limitations set out in paragraphs (2) and (3).

(7) Liability for Reimbursement of Expenses:

If claims are made for reimbursement of futile expenses under Section 284 BGB, liability is limited to such expenses as a reasonable third party would have incurred in reliance on receipt of the performance.

(8) Liability for Loss of Profit and Indirect Damages:

Liability for loss of profit, failure to achieve savings, and other indirect or consequential damages is excluded in the event of slight negligence unless resulting from a breach of material contractual obligations.

(9) Availability and Limitation of Liability Without Service Level Agreement:

- **Target Availability:**

If no separate Service Level Agreement (SLA) has been concluded for a contractually agreed service, Medialine provides the service with a target availability of 97% on an annual average. Availability is measured based on the technical operational readiness of the service at the contractually agreed handover point, measured in minutes per calendar year.

- **Non-Availability Outside the Provider's Responsibility:**

Times when the service is unavailable due to scheduled maintenance, force majeure, or circumstances beyond the provider's control – in particular, disruptions in the responsibility of third parties or the customer – are not considered downtime within the meaning of this provision.

- **Reduction in the Event of Availability Shortfall:**

If the target availability is not achieved in a calendar year, the following applies:

a) For each full percentage point by which actual availability falls below the 97% threshold, the customer may claim a flat-rate reduction of 10% of the annual fee for the affected service.

b) The total reduction is limited to 50% of the annual fee for the affected service.

- **Exclusion of Liability for Indirect Damages:**

Further claims – in particular for indirect damages, loss of profit, production downtime, or data loss – are excluded unless caused by intent or gross negligence.

- **Mandatory Statutory Liability:**

The statutory provisions on liability for injury to life, body, or health, under the Product Liability Act, and for material contractual obligations remain unaffected. In the case of slightly negligent breach of material contractual obligations, liability is limited to the contract-typical foreseeable damage.

13. Force Majeure

Medialine is not liable for performance disruptions caused by events of force majeure. In such cases, deadlines and contract terms are extended appropriately. Force majeure includes natural disasters, statutory orders, military conflicts, and similar unforeseeable events beyond the control of the contracting parties. If the force majeure lasts longer than six months, the contract may be terminated by written notice.

14. Compliance, Legal Provisions, and Adherence to Data Protection and Data Security

(1) Compliance with Legal Provisions:

Both contracting parties undertake to comply with the statutory provisions applicable to the provision and use of the agreed services. This includes, in particular, data protection law (including the General Data Protection Regulation, GDPR), labour law provisions, as well as any applicable export and customs regulations.

(2) Compliance with Internal Policies and Ethical Standards:

Medialine and the customer undertake to observe their internal policies and ethical standards and to ensure that such compliance is also observed by all employees involved and subcontractors engaged. This includes policies on anti-corruption, fair

competition, avoidance of conflicts of interest, and adherence to applicable labour and social standards. Both parties commit to neither promoting nor tolerating unlawful or unethical actions.

(3) Data Protection and Data Security:

Medialine undertakes to comply with all data protection requirements, including the GDPR. The processing of personal data shall take place exclusively within the scope of the agreed services and in accordance with the customer's instructions. Where applicable, a Data Processing Agreement (DPA) will be concluded, setting out the data protection obligations in detail. Medialine further undertakes to implement appropriate technical and organisational measures to ensure the security of processed data.

(4) Export and Customs Regulations:

Medialine and the customer are obliged to comply with all applicable export and customs regulations. Where export licences are required for the delivery of products or the provision of services, these shall be obtained in good time by the responsible party. Both parties shall ensure that no deliveries or services are made to persons or organisations listed on sanctions lists or subject to export restrictions.

(5) Compliance Reporting Obligations:

Both parties undertake to report compliance-relevant incidents without undue delay.

15. Termination of Cooperation / Exit Management

Upon termination of the contractual relationship, Medialine shall, at the customer's request, assist with the orderly re-transfer of the services provided by Medialine and the data processed, within the scope of technical feasibility ("Exit Management"). This includes, in particular:

- Transfer of data provided or generated by the customer in a machine-readable format,
- Provision of relevant documentation and configurations, where available,
- Assistance in the transition to a third party designated by the customer.

Medialine shall be entitled to charge the customer for exit services on a time and materials basis according to the previously agreed hourly rates. There shall be no obligation to perform services that are not documented or contractually agreed.

The customer shall provide all cooperation necessary for the execution of the exit and shall supply required information in a timely manner. The return or deletion of personal data shall be carried out in accordance with the provisions of the agreed data processing agreement or, if no such agreement exists, in accordance with the GDPR.

16. Final Provisions

(1) Amendment of the GTC during ongoing contractual relationships Medialine reserves the right to amend or supplement these GTC for objectively justified reasons, in particular in the event of changes in the legal situation, supreme court rulings, technical framework conditions, or an expansion of the range of services.

Amendments shall be communicated to the customer in text form prior to their planned entry into force. If the customer does not object in text form within four weeks of receipt of the notification, the amendments shall be deemed accepted.

Medialine shall explicitly point out this objection period and the legal consequences of a failure to object in the amendment notice.

In the event of a timely objection, the previous GTC shall remain in force; in such a case, Medialine shall be entitled to terminate the contract with three months' notice to the end of the month.

(2) Severability clause: Should any provision of this contract be wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The contracting parties undertake to replace the invalid or unenforceable provision with a valid and enforceable regulation that comes as close as possible to the economic purpose of the invalid provision. The same applies in the event of a contractual gap.

(3) Applicable law: This contract shall be governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The choice of applicable law shall not affect any mandatory consumer protection provisions of the country in which the customer has their habitual residence, if the customer is a consumer within the meaning of § 13 BGB (German Civil Code).

(4) Place of jurisdiction: The exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall be the registered office of Medialine, provided the customer is a merchant, a legal entity under public law, or a special fund under public law. However, Medialine shall also be entitled to bring an action against the customer at the customer's general place of jurisdiction.

(5) Assignment and transfer of rights: The assignment or transfer of rights and obligations under this contract by the customer requires the prior written consent of Medialine. Medialine may transfer rights and obligations under this contract to affiliated companies within the meaning of § 15 AktG (German Stock Corporation Act) without the customer's consent.