

# Terms and Conditions

Effective as of 2026



## INTRODUCTION

These General Terms and Conditions consist of

- the General Terms and Conditions, Part A,
- the Special Terms and Conditions for Work Services, Part B,
- the Special Terms and Conditions for the Provision of Software, Part C,
- the Special Conditions for Data Center Services, Part D, and
- the Special Terms and Conditions for Housing Services, Part E.

All parts are hereinafter collectively referred to as the “Terms and Conditions.”

These Terms and Conditions apply to all contracts under which the ORBIS Group (ORBIS SE and its affiliated companies pursuant to Sections 15 et seq. of the German Stock Corporation Act (AktG))—hereinafter referred to as “ORBIS” or “We”—provides services and/or makes deliveries (including the delivery of hardware and the provision of software)—hereinafter collectively referred to as “Services”—to its commercial contracting party—hereinafter referred to as the “Customer.”

## PART A – GENERAL TERMS AND CONDITIONS

### 1. SCOPE OF APPLICATION; NO APPLICATION OF OTHER TERMS AND CONDITIONS

- 1.1 The provisions of Part A shall apply unless otherwise provided in Parts B through E, inclusive.
- 1.2 These General Terms and Conditions shall apply exclusively, along with any additional terms and conditions of ORBIS, provided that the latter are expressly agreed upon with the customer.  
The customer’s terms and conditions shall not become part of the contract even if ORBIS does not expressly object to their inclusion. If the customer does not agree to this, the customer must immediately notify ORBIS of this fact in writing.  
Any standard-form reference to the customer’s General Terms and Conditions is hereby expressly rejected.
- 1.3 There is no need to reiterate the applicability of these General Terms and Conditions in future offers and contracts.

### 2. OFFERS, FORMATION OF CONTRACTS

- 2.1 The general descriptions of ORBIS’s services (e.g., on its websites or in advertising brochures) are non-binding and do not constitute an offer to enter into a contract.
- 2.2 All offers made by ORBIS are subject to change and non-binding, unless a binding period is expressly specified in the offer. If an offer from ORBIS is expressly designated as binding but does not specify a binding period, ORBIS is bound by the offer for 4 weeks from the date of the offer.
- 2.3 Orders placed by the customer are considered accepted by ORBIS only if they are confirmed by ORBIS in writing or by email; in any case, however,

acceptance occurs upon commencement of the provision of the ordered services.

- 2.4 We assume no procurement risk if we have entered into a supply contract with our supplier for the delivery in question, unless we are responsible for the late or incorrect delivery to us. The customer will be informed immediately of the unavailability of the delivery. Any payment already made will be refunded immediately.
- 2.5 If a leasing or financing offer is submitted in addition to a purchase offer, this is subject to the leasing company or bank approving the lease agreement or financing. If the customer’s application is rejected, we are entitled to withdraw from our offer.
- 2.6 We reserve ownership rights and copyrights to our illustrations, drawings, calculations, concepts, plans, and other documents; they may not be made available to third parties without our express, prior, and written permission.

### 3. CONTENT AND SCOPE OF SERVICES

- 3.1 The decisive basis for the content and scope of the services is ORBIS’s order confirmation or, if no such confirmation exists, ORBIS’s offer.
- 3.2 ORBIS reserves the right to make deviations in quantity, weight, and quality that are customary in the trade, as well as minor technical, structural, and design changes—in particular improvements—even after the contract has been concluded, provided that such changes are reasonable for the customer.
- 3.3 To the extent that the customer has received a specification from ORBIS designated as a service or product description, the characteristics or nature of the relevant service are thereby conclusively defined. Such service descriptions, illustrations, references to DIN standards, etc., do not constitute a warranty.

### 4. PRINCIPLES OF SERVICE PROVISION

- 4.1 ORBIS provides all services either directly or through third parties.
- 4.2 For services that ORBIS provides at a location other than ORBIS’s place of business at the customer’s request, travel costs and expenses will be charged in accordance with Section 15.1, unless otherwise agreed.
- 4.3 Unless a specific procedure has been agreed upon, ORBIS shall provide the services at its reasonable discretion and in accordance with proven state-of-the-art technology.
- 4.4 ORBIS is entitled to provide partial services—which may also be invoiced separately—provided that acceptance of such services does not entail disproportionate expenses for the customer and the benefit of the service is not significantly impaired.

### 5. DATES AND PERFORMANCE DEADLINES

- 5.1 All delivery and service dates as well as completion deadlines specified by ORBIS in the offer and/or elsewhere are non-binding estimates, unless ORBIS expressly designates such dates and/or completion deadlines as binding.

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5.2 A binding delivery deadline is deemed to have been met if the delivery item has been shipped or picked up within the deadline or, if shipment or pickup is delayed for reasons beyond ORBIS's control, if notification that the item is ready for shipment has been provided within the agreed-upon deadline.

5.3 All dates and completion deadlines are subject to ORBIS receiving correct, complete, and timely delivery from its suppliers. This applies only in the event that ORBIS is not responsible for the non-delivery, in particular upon conclusion of a congruent covering transaction with the relevant supplier.

5.4 All dates and performance deadlines shall be postponed or extended—subject to all other rights—by the period during which the customer is in default of payment.

## 6. CUSTOMER'S REQUESTS FOR CHANGES

6.1 The customer may propose changes and additions to the services at any time after the contract is concluded. ORBIS will arrange for an analysis of the proposal. For this, ORBIS may charge a fee based on the time spent, in accordance with the agreed hourly or daily rates.

6.2 The implementation of any changes or additions proposed by the customer after the conclusion of the contract is subject to a corresponding agreement between the parties, either in writing or via email. Unless otherwise agreed in such an amendment agreement with respect to deadlines and/or completion periods, the implementation of an amendment agreement shall result in a postponement of agreed service deadlines and an extension of agreed completion periods commensurate with the effort required for the amendment or addition.

## 7. DELIVERY AND ACCEPTANCE OF SERVICES; SHIPPING

7.1 Unless otherwise agreed, the delivery of services shall take place at ORBIS's place of business.

7.2 The shipment of hardware and/or software or deliverables, as well as the transmission of services to the customer, shall be at the customer's risk.

7.3 The customer is obligated to accept the services in a timely manner.

7.4 ORBIS reserves the right to insure shipments against damage in transit and loss. The customer is obligated to report any damage and/or loss to ORBIS immediately upon delivery so that ORBIS can assert claims against the carrier's insurer.

7.5 The customer is obligated to accept and inspect the services in a timely manner. The statutory obligations to give notice of defects under § 377 HGB apply.

## 8. RETENTION OF TITLE

8.1 All delivered goods remain the property of ORBIS until the purchase price has been paid in full and all claims arising from the business relationship have been settled in full (extended retention of title). Any disposition by the customer of the goods subject to retention of title is permitted only in the course of the

customer's ordinary business operations. Under no circumstances, however, may the goods be transferred to third parties as security in the course of the customer's ordinary course of business.

8.2 In the event of the sale of the goods in the ordinary course of business, the purchase price paid shall take the place of the goods. The customer hereby assigns to ORBIS any claim arising from such a sale. The customer is authorized to collect these claims as long as it fulfills its payment obligations to ORBIS. In view of the extended retention of title (pre-assignment of the respective purchase price claim), an assignment to third parties, in particular to a financial institution, is a breach of contract and impermissible. ORBIS is entitled at any time to review the customer's sales records and to inform the customer's buyers of the assignment.

8.3 If the customer's claim has been credited to a checking account, the customer hereby assigns to ORBIS its claim arising from the checking account against its buyer. The assignment is made in the amount that ORBIS had invoiced the customer for the resold goods subject to retention of title.

8.4 In the event that the goods are seized from the customer, ORBIS must be notified immediately by sending a copy of the enforcement record and an affidavit stating that the seized goods are those delivered by ORBIS and subject to retention of title.

8.5 If the value of the security interests pursuant to the preceding paragraphs of this section exceeds the amount of the outstanding claim secured thereby—after deduction of the costs of securing the claim—by more than 20% for a foreseeable period, the customer is entitled to demand that ORBIS release security interests to the extent of such excess.

## 9. CUSTOMER'S COOPERATION

9.1 The customer shall assist ORBIS in the performance of the agreed-upon services to the extent necessary and reasonable for the customer, and shall ensure, within the scope of its cooperation, that all conditions necessary for the proper performance of the contract within its area of responsibility are fulfilled in a timely manner and at no cost to ORBIS.

In particular, to the extent necessary and reasonable, the Customer shall

- provide ORBIS in a timely manner with all documents and information required for the contractual performance of services,
- provide the IT infrastructure necessary for the contractual performance of services (e.g., computer workstations, printers, computer time, test data) at the Customer's premises during the provision of services,
- allow ORBIS or ORBIS's agents access to the relevant locations and services during normal business hours or the agreed-upon service provision times, and
- instruct its employees to cooperate with ORBIS or its agents.



Any additional cooperation required of the Customer is specified in the offer, if applicable.

- 9.2 To the extent that specific legal, regulatory, and/or operational safety regulations must be observed, the Customer shall provide ORBIS with these regulations in a timely manner prior to the commencement of service provision.
- 9.3 The customer shall immediately notify ORBIS of any errors or defects in the services that it identifies.

### 10. MATERIALS TO BE PROVIDED BY THE CUSTOMER

- 10.1 All materials to be provided by the customer that have been agreed upon or are required by the parties (software, data, documentation, etc.) must be provided by the customer in a timely manner, free of charge to ORBIS, and in the form and quality necessary for the contractual performance of services. The place of delivery shall be ORBIS's place of business, unless otherwise agreed upon in individual cases.
- 10.2 The Customer is solely responsible for the materials provided. In particular, the materials provided must not violate applicable law (including copyright and other third-party rights).
- 10.3 To the extent that the materials provided by the customer are protected by copyright or other intellectual property laws, such as trademark law, the customer grants ORBIS a non-exclusive right, limited to the duration of the contract's performance, to use the materials within the scope of the contractual services. All other rights remain with the customer.

### 11. DELAY / FAILURE TO PROVIDE COOPERATION OR MATERIALS, CONSEQUENT COSTS

- 11.1 If the customer fails to fulfill its obligations to cooperate and/or provide materials, and if this hinders ORBIS in the performance of its services, ORBIS may withhold the services owed until the customer has fulfilled its obligations to cooperate or provide materials in accordance with the contract. Such delays on the part of the customer shall result in a corresponding postponement or extension of bindingly agreed dates and completion deadlines.
- 11.2 The customer is obligated to compensate ORBIS for any damages incurred by ORBIS as a result of the customer's failure to cooperate or provide the necessary resources.

### 12. ADDITIONAL OBLIGATIONS AND RESPONSIBILITIES OF THE CUSTOMER

- 12.1 Unless otherwise agreed, it is the customer's responsibility to ensure, within its sphere of control, that the necessary conditions (e.g., connection to the data network, procurement and operation of the required hardware and software, provision of storage space) for the contractual use of the services are in place.
- 12.2 ORBIS shall take all reasonable measures to prevent risks posed by malware. However, ORBIS cannot guarantee the complete security of its systems and software. The Customer is therefore obligated to take all reasonable measures within its area of responsibility to protect its systems from malware.

### 13. FEE AND PRICES

- 13.1 Unless expressly agreed otherwise, all services shall be provided and billed on a time-and-materials basis in accordance with the hourly or daily rates specified in the offer, and otherwise in accordance with ORBIS's currently valid price list. Cost estimates included in the offer or otherwise specified are non-binding unless they are expressly designated as a fixed price or a binding upper limit.

ORBIS records the number of hours spent on a time-and-materials basis and maintains corresponding records (time sheets). The time spent must be confirmed in writing by the customer at any time upon ORBIS's request, but in any case upon completion of the respective service.

- 13.2 If a binding fixed price is agreed upon as compensation for a service, this fixed price covers only those services listed in ORBIS's offer in relation to this fixed price or otherwise expressly agreed upon with specific reference to the fixed price.

- 13.3 Section 13.2 applies mutatis mutandis to the agreement of recurring (e.g., monthly) payments.

- 13.4 Unless otherwise agreed, prices are ex works. Costs for shipping, transportation, packaging, insurance, customs duties, etc., will be billed separately.

- 13.5 ORBIS is entitled to pass on cost increases to the client through unilateral price adjustments, provided that the price increase resulting from the cost increase does not exceed 5% of the currently paid compensation within a calendar year.

In the event of a price adjustment exceeding 5% annually, ORBIS shall notify the client of this at least two months prior to the planned price adjustment. In this case, the client is entitled to terminate the agreement with two months' notice to the end of the month.

### 14. OTHER COSTS AND EXPENSES

- 14.1 Travel costs and expenses for business trips will be billed to the client as follows, unless otherwise agreed:

- Travel time is billed as working time, based on the agreed-upon hourly rate. If no such rate has been agreed upon, the hourly rate for travel time is EUR 100.00.
- Daily per diem allowances are calculated according to the currently valid ORBIS price list.
- Accommodation costs are billed in full upon presentation of proof of the costs incurred.
- Costs for public transportation (train, bus, airplane, etc.) are billed in full upon presentation of proof of the costs incurred. For travel by car, the agreed-upon mileage rate is charged per kilometer driven. Business trips are defined as all trips taken by ORBIS employees that are necessary for the performance of services in accordance with the contract and/or requested by the customer.

- 14.2 Flat-rate shipping fees will be charged for the mailing or return of materials, unless expressly agreed otherwise.

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- 14.3 Costs and expenses arising from services not covered by the contractual agreements shall be borne by the customer.

The same applies to costs and expenses incurred by ORBIS due to

- incorrect or incomplete information provided by the customer,
- insufficient cooperation or failure by the customer to provide necessary materials, or
- complaints by the customer that turn out to be unfounded (e.g., because the defect in question is not covered by ORBIS's contractual or statutory obligations to remedy defects) and/or due to related defect analysis and/or defect remediation activities.

### 15. TERMS OF PAYMENT, INVOICING, DEFAULT IN PAYMENT

- 15.1 All agreed-upon prices and fees are exclusive of the value-added tax (VAT) applicable by law at the time the services are rendered.

- 15.2 Unless expressly agreed otherwise, ORBIS shall invoice its services as follows:

- for deliveries of hardware or software: upon delivery;
- for time-and-materials billing: monthly
- for recurring fees: monthly in advance or for the current month;
- in the case of a binding fixed price agreement: according to the payment schedule specified in the offer or otherwise agreed upon; if no payment schedule has been agreed upon: upon the customer's acceptance of the respective service.

However, ORBIS reserves the right to provide services only upon receipt of payment in advance.

- 15.3 Travel expenses are generally billed to the customer in the month of travel or the following month.

- 15.4 Agreed-upon prices and fees become due upon receipt of the invoice and must be paid within 14 days without any deductions, unless a different payment term is specified on the invoice. Discounts are not accepted.

- 15.5 Payments are deemed to have been made on the date and at the location where ORBIS can dispose of the amount. Checks and bills of exchange are accepted, if at all, on account of payment and are not considered payment until they have been cashed. Discount charges and costs are borne by the customer. Payments may only be made in the agreed-upon currency.

- 15.6 In the event of late payment by the customer, ORBIS may charge late payment interest at a rate of 9 percentage points above the base interest rate. ORBIS reserves the right to claim higher damages resulting from the delay.

- 15.7 The client may review and dispute invoices and statements of work from ORBIS within 14 days of receipt. However, this period does not affect the due date of the invoice amount as set forth above.

### 16. SET-OFF AND RETENTION

- 16.1 The client may set off claims by ORBIS only against counterclaims that have been legally established or are undisputed.

- 16.2 The customer's rights of retention are permitted only to the extent that they relate to claims arising from the same contractual relationship.

### 17. TERM OF CONTRACTS

- 17.1 Unless otherwise agreed, contracts for the provision of recurring services (e.g., data center services or housing) are generally concluded for an indefinite term, subject to a minimum term of 12 months. Upon expiration of the minimum term, the contract shall be extended for successive periods of 12 months each, unless it has been terminated at the end of the minimum term or the respective extension period, subject to a notice period of 6 months to the end of the quarter.

- 17.2 Each party's right to terminate the contract for good cause remains unaffected. For ORBIS, good cause exists in particular if the customer fails to meet its payment obligations despite receiving a reminder.

- 17.3 Termination must be in writing to be effective.

### 18. WARRANTY FOR DEFECTS IN SERVICES

- 18.1 Unless expressly agreed otherwise, ORBIS does not warrant that the services will be compatible with services or products provided by third parties.

- 18.2 If ORBIS is obligated to remedy defects for the customer, the customer must describe the defects as precisely as possible in defect reports submitted to . In the event of defects, ORBIS shall initially fulfill its warranty obligation through subsequent performance, at ORBIS's discretion, either by repair or replacement. The customer shall allow ORBIS at least two attempts at subsequent performance.

- 18.3 ORBIS shall pay damages and reimburse futile expenses resulting from a defect only within the scope of Section 20.

- 18.4 The customer is prohibited from remedying defects on their own, particularly by involving third parties.

- 18.5 Claims arising from statutory liability for defects shall be barred by the statute of limitations—except in cases of fraudulent misrepresentation—12 months after delivery of the products or acceptance of the relevant services.

### 19. LIABILITY AND LIMITATION OF LIABILITY

- 19.1 ORBIS shall be liable for damages incurred and the reimbursement of futile expenses, regardless of the legal basis, only to the following extent:

- a) in cases of willful misconduct, gross negligence, or the absence of a quality for which ORBIS has provided a warranty, without limitation in accordance with statutory provisions;
- b) In cases of slight negligence, liability applies only in the event of a breach of a material contractual obligation, without which the achievement of the purpose of the contract



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would be jeopardized and on the fulfillment of which the client may therefore reasonably rely (a so-called cardinal obligation), and is limited to compensation for typical and foreseeable damages.

In the cases specified in Section 19.1(b), however, ORBIS's liability per claim shall not exceed the respective order value of the project form under which the damage occurred.

19.2 Liability for lost profits is excluded.

19.3 Claims for damages are excluded to the extent that, during the statute of limitations period, the Client independently makes changes, additions, or other modifications to the service or parts thereof, or to software provided by ORBIS, or has such modifications made by third parties commissioned by the Client, unless the Client proves that the modification was not the cause of the claimed damage.

19.4 In the event of data loss, ORBIS shall be liable, within the limits of the preceding paragraphs, only for such damages caused by its own fault that would have occurred even if the Client had performed data backup in a proper manner—i.e., in accordance with the state of the art and commensurate with the risk.

19.5 The limitations of liability set forth in this Section 19 also apply to violations of the provisions of any agreements concluded between the contracting parties regarding data processing or other violations of applicable data protection law.

19.6 The limitations of liability set forth in this Section 19 shall also apply in favor of ORBIS's officers, legal representatives, employees, and other agents.

19.7 The limitations of liability set forth in this Section 19 do not apply to damages resulting from injury to life, limb, or health, or to liability under the Product Liability Act. The limitations of liability also do not apply to the extent that the damages are covered by ORBIS's business liability insurance. ORBIS undertakes to maintain the coverage in effect at the time the contract is concluded.

19.8 Claims for damages and claims for reimbursement of futile expenses by the Client against ORBIS are subject to a statute of limitations of one year from the statutory commencement of the limitation period.

The shortening of the limitation periods does not apply to liability arising from willful misconduct or gross negligence—including willful misconduct and gross negligence on the part of legal representatives or agents—in cases of personal injury, or to liability under the Product Liability Act.

### 20. FORCE MAJEURE

Events for which ORBIS, its legal representatives, and its vicarious agents are not responsible ("force majeure"), in particular technical events beyond ORBIS's control for which it is not responsible, power outages, malfunctioning telephone lines, or other comparable technical obstacles and their consequences, shall release ORBIS from the obligation to perform contractual obligations that have

been made more difficult or impossible by such events for the duration of their occurrence.

### 21. CONFIDENTIALITY; DATA PROTECTION AND DATA SECURITY

21.1 The parties are obligated to treat as confidential all trade and business secrets and all technical and organizational information that they obtain in the course of performing this contract—hereinafter collectively referred to as "Confidential Information." Information is not considered Confidential Information if it is generally published by the party to whom it relates or if it constitutes generally available knowledge (e.g., software or communication technology).

21.2 The Customer bears sole responsibility for compliance with the data protection regulations applicable to it.

21.3 To the extent that ORBIS performs data processing on behalf of the Customer within the meaning of the GDPR, the parties shall enter into a separate agreement regarding such data processing.

21.4 If ORBIS engages third parties to perform the services arising from the respective contractual relationship, ORBIS is entitled to disclose Confidential Information and Customer Data to such third parties to the extent that this is strictly necessary for the performance of services in accordance with the contract. ORBIS shall require the third party or parties to treat the Confidential Information and Customer Data as confidential.

21.5 ORBIS is further entitled to disclose Confidential Information and Customer Data to the extent that it is required to do so by law or by official order, and further to the extent that such third parties are bound by professional confidentiality obligations.

21.6 To the extent that ORBIS performs or arranges for data backups, these serve primarily to restore data and systems to the last possible recovery point following an emergency (disaster recovery). The customer has no right to the individual restoration of data deleted by the customer.

### 22. FINAL PROVISIONS

22.1 Any amendments or additions to the contractual relationship must be made in writing. This also applies to the cancellation of this clause.

22.2 Should one or more provisions of these General Terms and Conditions and/or other contracts concluded between the parties be or become invalid, or should a gap be discovered in them, the validity of the remaining provisions shall remain unaffected, and the invalid provisions shall be replaced, or the gap filled, by an appropriate, permissible provision that the contracting parties intended or would have intended in accordance with the meaning and purpose of the terms and conditions had they been aware of the invalidity or gap.

22.3 The place of performance for all contractual obligations is the registered office of ORBIS.

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22.4 The exclusive venue for all disputes arising from or in connection with the contract is ORBIS's registered office.

However, ORBIS is entitled to bring an action instead before the court having jurisdiction over the customer, or before any other court that may have jurisdiction under national or international law.

22.5 The parties agree that the law of the Federal Republic of Germany shall apply to all legal relationships arising from this contractual relationship, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

### **PART B – SPECIAL TERMS AND CONDITIONS FOR CONTRACTUAL WORK**

#### **23. SCOPE OF APPLICATION OF THE FOLLOWING PROVISIONS**

The provisions of Part B apply only to services rendered and take precedence over the other provisions of these General Terms and Conditions with respect to such services.

#### **24. ACCEPTANCE OF WORK RESULTS**

24.1 ORBIS shall notify the Customer in writing or by email of the availability of work results under a contract for work and services for acceptance. The Customer shall commence the acceptance inspection without delay and accept each work result within a reasonable period of time, but no later than 7 calendar days after the respective work result has been made available, unless otherwise agreed below or otherwise.

24.2 ORBIS is entitled to participate in the acceptance testing. Any assistance provided by ORBIS to the customer during the acceptance testing shall be subject to separate compensation in accordance with ORBIS's currently valid price list.

24.3 Minor defects in deliverables shall not prevent acceptance.

24.4 ORBIS shall remedy, within a reasonable period of time, any defects in the work results that prevent acceptance and that are reported by the customer to ORBIS in a timely manner during the acceptance test. The acceptance test shall be deemed successful as soon as all defects reported in a timely manner that prevent acceptance have been remedied or ORBIS has demonstrated that they do not constitute defects within the meaning of § 640 BGB.

24.5 The customer shall confirm successful acceptance to ORBIS in writing.

24.6 If the Customer neither declares nor confirms acceptance in writing by the expiration of the acceptance period (see Section 24.1), nor notifies ORBIS of the existence of defects preventing acceptance by the expiration of the acceptance period, the work results shall be deemed accepted. Furthermore, the work results shall be deemed accepted if the customer puts them into productive use.

24.7 ORBIS may require acceptance of partial results (e.g., self-contained service segments, completed parts of

the subject matter of the contract, or individual documents). The provisions of this Section 24 set forth above also apply to such acceptances.

In the case of acceptance of partial deliverables, defects arising during subsequent partial acceptances that are attributable to the partial deliverables already accepted preclude acceptance of the subsequent partial deliverables only if the defect not only insignificantly impedes their interaction with the subsequent partial deliverables or not only insignificantly impairs their functionality, and this was not individually recognizable to the Customer in the context of the previous partial acceptance(s).

#### **25. RIGHTS OF USE TO WORK RESULTS**

25.1 Unless expressly agreed otherwise, the Customer shall receive, with respect to the work results created for it in accordance with the contractual agreements, a non-exclusive, geographically unrestricted, and indefinite right to use the work results for the contractually intended purpose or for the contractually agreed-upon types of use, exclusively for internal business purposes in each case.

25.2 To the extent that the deliverables consist of software and unless otherwise expressly agreed, the rights of use granted by the foregoing provision are limited to the object code of the software; that is, the customer has no claim to the source code.

25.3 The granting of rights of use to the Customer pursuant to Section 26.1 is subject to full payment of the respective compensation to ORBIS.

25.4 All rights of use and exploitation of the contractual work products not expressly granted to the customer shall remain with ORBIS. In particular, ORBIS shall have the right to use, distribute, and exploit without restriction all insights, concepts, procedures, methods, know-how, approaches, etc., underlying the work products.

### **PART C – SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF SOFTWARE**

#### **26. SCOPE OF APPLICATION OF THE FOLLOWING PROVISIONS**

The provisions of Part C apply only to the extent that ORBIS provides the customer with computer programs and, if applicable, accompanying materials—hereinafter collectively referred to as “Software”—for use on the customer's systems, and in such cases, these provisions take precedence over the other provisions of these General Terms and Conditions.

#### **27. SCOPE AND LIMITS OF THE RIGHT OF USE**

27.1 Unless otherwise agreed, the Customer is granted a simple, non-exclusive, and non-transferable right to use the Software for its own internal purposes.

27.2 Unless otherwise specified in the offer or license certificate, the right of use is granted for a limited period as a workstation license (right of use for the agreed number of workstations).

27.3 Unless expressly permitted by the foregoing grant of rights or by mandatory statutory provisions, the



customer is prohibited from any distribution, rental, sublicensing, reproduction, translation, decompilation, disassembly, descrambling, or any other modification of the software.

27.4 All trademark and copyright notices on or in the software must remain unchanged.

27.5 The rights of use granted by these General Terms and Conditions are limited to the object code of the software. There is no entitlement to the source code.

### 28. **PROOF OF USE; REQUESTS FOR INFORMATION; USE MONITORING**

28.1 Upon request by ORBIS, the customer shall, to the extent reasonably possible, promptly provide written confirmation as to whether the software is being used in accordance with the contract. This notification must include all information necessary for verification (e.g., the number of workstations using the software or the number of activated licenses).

28.2 The Customer shall grant ORBIS access, to a reasonable extent, to its relevant records and systems so that ORBIS may verify compliance with the terms of the contract. ORBIS shall treat all information received in this context as confidential and shall disclose it to third parties only to the extent strictly necessary to protect ORBIS's rights.

28.3 ORBIS is entitled to integrate appropriate technical measures into the software to verify that it is being used in accordance with the contract.

### 29. **THIRD-PARTY SOFTWARE PRODUCTS**

29.1 To the extent that the Software consists of software products from third-party providers, different provisions may apply to these software products, particularly with regard to the scope and limitations of the right of use. The Customer must familiarize itself with the terms of use applicable to these software products and comply with them.

29.2 If the Customer is provided with third-party software products that are not covered by the rights of use granted to the Customer (e.g., separate open-source components), the Customer may use these software products only under a separate license, which the Customer is responsible for obtaining.

29.3 Third-party software may include technical measures to prevent unauthorized use.

### 30. **WARRANTY FOR SOFTWARE DEFECTS**

30.1 Provided that the software is not third-party software and the customer has been granted a perpetual right to use the software, ORBIS shall initially provide warranty for defects in the software through subsequent performance, at ORBIS's discretion either by rectification or by replacement. The customer shall allow ORBIS at least two attempts at subsequent performance.

Claims arising from liability for defects shall be barred by the statute of limitations—except in cases of fraudulent misrepresentation—12 months after delivery of the software.

30.2 To the extent that the customer has been granted a time-limited right to use the software, the liability for defects under lease agreements shall apply; however, ORBIS's strict liability under § 536a of the German Civil Code (BGB) for defects that already existed at the time the contract was concluded is excluded.

30.3 ORBIS shall pay damages and reimburse futile expenses resulting from a defect only within the scope of Section 20.

30.4 The relevant product description shall govern the nature of the software.

30.5 ORBIS does not guarantee that the software will be compatible with third-party software programs, unless the product description expressly provides for such compatibility.

## **PART D – SPECIAL TERMS AND CONDITIONS FOR DATA CENTER SERVICES**

### 31. **SCOPE OF APPLICATION OF THE FOLLOWING PROVISIONS**

The provisions of Part D apply only to services whose purpose is (also) the centralized storage and/or processing of the customer's data at the data center of ORBIS or an ORBIS group company (hereinafter generally referred to as "ORBIS" for the sake of clarity) or its subcontractors (e.g., hosting, Software-as-a-Service, backup, data recovery service), and take precedence over the other provisions of these General Terms and Conditions.

### 32. **AVAILABILITY OF SERVICES**

32.1 Unless otherwise expressly agreed between the parties, ORBIS guarantees the Customer a service availability of 99.5% over a 12-month period.

Individual outages and disruptions in the availability of the services during regular maintenance windows and/or during maintenance, installation, or modification work agreed upon with the Customer, as well as planned shutdowns or deactivations agreed upon with the Customer during these times, shall not be considered periods of unavailability. The regular maintenance windows are daily between 11:00 p.m. and 5:00 a.m.

Periods during which the services are unavailable or only partially available due to technical or other circumstances beyond ORBIS's control (e.g., force majeure, disruptions in telecommunications lines, fault of third parties) shall not be considered periods of unavailability.

Periods during which ORBIS, due to

- an acute threat to its data, hardware, and/or software infrastructure—or that of its customers—due to external hazards (e.g., viruses, port hacking, Trojan attacks), or due to
- a significant threat to the security of network operations or network integrity

temporarily restricts access to the services. In making such a decision, ORBIS will take the legitimate interests of its customers into account as far as possible and will take all reasonable steps to lift the access restriction as quickly as possible.

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32.2 ORBIS's responsibility for the components used ends at the data interfaces of ORBIS's data center or those of its subcontractors to the public data networks, unless expressly agreed otherwise.

32.3 If a Service Level Agreement has been concluded with the customer, its provisions shall take precedence in the event of any discrepancies.

## 33. SUSPENSION OF SERVICES DURING THE CONTRACT TERM

33.1 ORBIS is entitled to temporarily or permanently suspend some or all of the customer's access to the services if there are concrete indications that the customer is in violation of these Terms and Conditions or applicable law. When deciding whether to suspend services, ORBIS will give due consideration to the customer's legitimate interests.

33.2 ORBIS is entitled to suspend some or all of the Customer's access to the Services if the Customer is in default of payment of the due fees.

33.3 In the event of a temporary or permanent suspension pursuant to Section 34.1 or Section 34.2, the customer is not entitled to a refund of any fees already paid.

## 34. CHANGES TO THE SERVICES

34.1 The content, scope, and functions of the services may change during the term of the contract, particularly as part of normal product development.

34.2 ORBIS will notify the customer of such changes as promptly as possible and prior to the planned effective date of the changes via email or fax, provided that, in ORBIS's discretion, these changes have a significant impact on the customer's use of the services.

34.3 If the changes are unreasonable for the customer, the customer may object to the relevant changes in writing within 30 calendar days of receiving the notification. If no objection is raised and the customer continues to use the (potentially modified) services after the objection period has expired, the changes shall be deemed to have been effectively agreed upon.

34.4 If the customer objects to the changes and it is impossible or unreasonable for ORBIS to continue providing the services in their unaltered form (e.g., because a change must be made for legal or security reasons), ORBIS is entitled to immediately terminate the provision of the services.

## 35. TECHNICAL REQUIREMENTS FOR SERVICE PROVISION

ORBIS shall select the components required within its area of responsibility for the operation and provision of the services, as well as the necessary hardware and software tools for data backup, data security, monitoring, and management. The customer has no right to specify particular components.

## 36. WARRANTY IN THE EVENT OF DEFECTS

36.1 Any claims for defects by the customer regarding the services shall be governed by the warranty provisions of the lease agreement in accordance with the following provisions.

36.2 The Customer's right to terminate the contract due to failure to provide use pursuant to Section 543(2), first sentence, No. 1 of the German Civil Code is excluded, unless the establishment of use in accordance with the contract is deemed to have failed.

36.3 Notwithstanding Section 19.7, ORBIS's strict liability under Section 536a of the German Civil Code (BGB) for defects that already existed at the time the contract was concluded is excluded.

## 37. TERM OF PROVISION AND USE OF THE SERVICES

37.1 Unless otherwise agreed, the provision of the services begins upon their activation by ORBIS and continues thereafter for an indefinite period.

37.2 Either party may terminate the provision of the services by giving 30 calendar days' notice to the end of the month. If otherwise agreed (e.g., a minimum term), such agreement shall take precedence.

## 38. CONSEQUENCES OF TERMINATION OF SERVICES

38.1 Upon the termination of the services taking effect, the customer's right to use them shall cease, and ORBIS shall be entitled to block access to the relevant services.

38.2 Upon termination of the services, ORBIS is entitled, 30 calendar days after the termination takes effect, to delete all of the customer's data associated with the services and affected by the termination. The customer is therefore obligated

- to back up their data in a timely manner before the termination takes effect, or
- to commission ORBIS to perform a data backup, for which a separate fee will be charged, in a timely manner before the expiration of the aforementioned 30-day period.

## PART E – SPECIAL TERMS AND CONDITIONS FOR HOSTING SERVICES

### 39. SCOPE OF APPLICATION OF THE FOLLOWING PROVISIONS

The provisions of Part E apply only to the provision of server racks and other space—hereinafter collectively referred to as "space"—by ORBIS or an ORBIS group company (hereinafter generally referred to as "ORBIS" for the sake of clarity) and to the Customer's use of such space for housing its own servers and other IT components—hereinafter collectively referred to as "Components"—and to these services—hereinafter collectively referred to as "Housing Services"—which shall take precedence over the other provisions of these General Terms and Conditions.

### 40. SCOPE AND LIMITS OF THE HOUSING SERVICES

40.1 Within the framework of the agreements reached and in accordance with these General Terms and Conditions, ORBIS shall provide the Customer with a suitable space in a server rack for housing the Components.

40.2 Unless expressly agreed otherwise, the housing services do not include



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- the operation and maintenance of the components;
- the backup of the Customer's data and content stored on the components.

### 41. **CONNECTING THE COMPONENTS TO THE INTERNET**

- 41.1 To the extent that connecting the components to the Internet has been agreed upon, ORBIS shall be responsible for connecting the Internet address to be provided by the customer to the components. ORBIS's services regarding data transmission are limited to data communication between the handover point of ORBIS's own data communication network (or that of its subcontractors) and the Internet, and the components operated by the customer.
- 41.2 The provisions of Section 33 apply mutatis mutandis to the availability of the Internet connection.

### 42. **CUSTOMER ACCESS TO THE COMPONENTS**

- 42.1 Subject to prior agreement with ORBIS, the customer shall have access to its components during ORBIS's normal business hours.
- 42.2 The Customer shall carefully observe and comply with ORBIS's internal security regulations and codes of conduct, which were communicated to the Customer prior to being granted access, when accessing its components.

### 43. **CUSTOMER'S OBLIGATIONS AND RESPONSIBILITIES**

- 43.1 The customer may not use any components that are likely to pose a threat to ORBIS's hardware and/or software infrastructure or that of other customers, or to jeopardize the security of network operations or network integrity.
- 43.2 The customer is obligated to treat the space with care. The customer shall comply with the usage guidelines provided to him or her.

### 44. **WARRANTY IN THE EVENT OF DEFECTS**

- 44.1 ORBIS's warranty for defects in connection with housing services is governed by the warranty provisions of the lease agreement; however, ORBIS's strict liability under Section 536a of the German Civil Code (BGB) for defects that already existed at the time the contract was concluded is excluded.
- 44.2 ORBIS shall pay damages and reimburse futile expenses resulting from a defect only within the scope of Section 19.