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The services provided TM Technologies, LLC. are conditional on the customer's acceptance of the following Terms of Service.

Along with the supplementary General Terms and Conditions and the Service Level Agreements (SLA), these form the basis for the service provision of TM Technologies as essential components of the contract. The contents of individual provisions can be amended at any time, particularly on the grounds of technical changes or changes in regulatory law.

1. Services Provided by TM Technologies/Limitations

- 1.1. TM Technologies enables customers to access a flexible, virtualized infrastructure. In order to maintain the security of the customer's data center, firewalls and 24/7 monitoring by system administrators are available, among other things.
- 1.2. The availability guaranteed by TM Technologies is regulated in the SLA. Exceptions to this are times in which accessibility cannot be upheld on the grounds of technical problems or other problems which are not under the influence of TM Technologies (e.g. force majeure - see 1.7, culpable third parties and planned maintenance work). TM Technologies may temporarily prevent or restrict access to the services if this is required for the security of the network function, maintenance of network integrity, particularly to avoid serious interference in the network, the interoperability of services or by data protection laws. TM Technologies will carry out necessary maintenance work as far as possible during times of low usage. The duration of maintenance work should not exceed 4 hours each calendar quarter. If a temporary loss or limitation of service over a longer period is necessary, TM Technologies will notify its customers of the type, extent and duration of the impairment at least 10 days in advance if this is objectively possible under the circumstances and the notification would not delay the elimination of any disruptions that have already occurred.
- 1.3. The customer is aware that the services of TM Technologies are subject to change based on new technical developments and possible new legal and/or official regulations. Services to the customer (e.g. software) can therefore be adapted by TM Technologies to the individual state of technical development. This only applies, however, inasmuch as that the fulfillment and provision of agreed services is not unreasonably impaired or made impossible and the adaptation is not unreasonable for the customer considering all circumstances or the customer's rightful interests.
- 1.4. Within the framework of technical possibilities, applications used by TM Technologies to provide the services will in every case be of the latest version supplied by the manufacturer, if this is not unreasonable for the customer (equivalent fulfillment of service characteristics). If not otherwise agreed, TM Technologies will inform the customer before a change in version, thereby giving an appropriate period of notice
- 1.5. Dates and deadlines for the provision of services are binding only if confirmed by TM Technologies in writing and the customer has supplied TM Technologies in good time with all information and documents necessary for providing the services, has paid any agreed deposits, issued all permits and clearances and has undertaken cooperative acts otherwise required. Agreed service deadlines begin with the provision of the agreed service. In the case of additional orders or enhancement of orders issued later, the

deadlines will be correspondingly extended. Should the customer fail to comply to a sufficient extent with obligations of notification or cooperation and thereby delay the implementation of contractually agreed services from TM Technologies, the agreed service deadlines will be automatically extended by a reasonable length, by a maximum, however, of the duration of the delay.

- 1.6. If cooperative acts of the customer are required to bring about the availability / fitness for purpose of the services owed by TM Technologies (for example the compilation and compatibility of server contents), then these services will not be owed by TM Technologies. If support services are offered by TM Technologies and the customer avails himself of these, then a separate agreement must be made.
- 1.7. Events which are unpredictable, unavoidable and which lie outside the scope of influence of TM Technologies, and events for which TM Technologies is not at fault, such as force majeure, war, natural disasters and labor disputes, release TM Technologies from its obligations to provide services for the duration of the disturbance. The customer will be notified of the occurrence of the disturbance in an appropriate manner. If the end of the disturbance cannot be foreseen and it lasts for longer than one month, each party is entitled to give notice to terminate the agreement. This applies correspondingly if the circumstances mentioned arise at a subcontractor of TM Technologies.

## 2. Obligations of the Customer / Use of the Services of TM Technologies

- 2.1. TM Technologies is not obliged to monitor the information transmitted and stored by the customer or to research into circumstances which would indicate an illegal activity. TM Technologies has no regulatory means of determining the contents of the customer's infrastructure and in particular no administrative access. It is a matter for the customer entirely to update and to technically monitor the operation software, applications and developments installed on its data center. Therefore the customer must obtain information on the availability of updates, upgrades, releases and new versions and perform the corresponding updates at its own expense and risk.
- 2.2. The customer is obliged to identify any Internet presence associated with the services of TM Technologies as well as the related contents which are accessible to the public while observing the applicable regulations (particularly the obligation to display a site notice in accordance with Digital Millennium Copyright Act (DMCA) and the pending Anti-Counterfeiting Trade Agreement (ACTA). The customer indemnifies TM Technologies against all claims in respect of infringement of the aforementioned obligations.
- 2.3. The customer undertakes not to send, or cause to be sent, e-mails containing advertising without the express agreement of each recipient. This applies particularly when the relevant e-mails having identical content are distributed en masse (known as "spamming").

2.4. The customer furthermore undertakes not to use the resources provided by TM Technologies for, among other things, the following acts, or to make this possible to third parties:

- Unauthorized spying on or accessing other computer systems (e.g. hacking, phishing, ARP spoofing, web spoofing);
- Blocking other computer systems by sending/forwarding data streams and/or e-mails or operating open mail relays (especially spam and mail bombing, stalking, mail spoofing);
- Searching for open access to computer systems (e.g. port scanning);
- Falsifying IP addresses (e.g. DNS, DHCP, IP/MAC and URL spoofing), mail and news headlines and the propagation of viruses, worms and Trojans, etc.;
- Utilizing servers for the provision of IRC (Internet Relay Chat, e.g. IRC servers, bots, bouncers), anonymization services (e.g. Tor, JAP, proxy server), streaming services, download services, P2P swapping) or linking;
- Interrupting or obstructing of communication services;
- Committing regulatory or criminal offences and
- Collecting, using and distributing right-wing and/or immoral content (such as pornography, extremism, copyright infringements, depiction of violence).

2.5. If the customer is subject to export restrictions within the framework of the services requested (particularly “dual use goods”, embargos), it is responsible for complying with the provisions of foreign trade legislation. After becoming aware of offences in this respect, TM Technologies is not obliged to provide such contractual services.

2.6. Should the customer contravene one or more of the obligations mentioned in the General Terms and Conditions) or should a third party establish prima facie evidence for such a contravention, TM Technologies is entitled to immediately suspend the provision of services for the duration of the infringement or the dispute with the third party. The customer will be informed – if possible in advance – of this. The suspension will be limited to certain services in accordance with the technical possibilities and commensurate to the occasion. It may only be maintained as long as the grounds for the suspension continue to exist. If the customer continues with the contravention in spite of warnings and rebukes, and/or if the continuation of the contractual relationship is no longer reasonable for TM Technologies, TM Technologies may terminate the contract on important grounds. Further claims for damages remain unaffected by this.

2.7. The customer undertakes to indemnify TM Technologies against all claims which arise in connection with the use of the individual services (particularly on account of possible infringements of license conditions in accordance with Section 6 of the General Terms and Conditions).

2.8. Should claims be made against the customer as a result of infringement of the aforementioned obligations, TM Technologies must be informed of this immediately. For every case of contravention against one of the obligations, and ruling out the assumption

of connecting together consecutive infringements, the customer promises to pay TM Technologies contractual damages of \$5,000.00. Further claims for damages remain unaffected by this.

- 2.9. The services of TM Technologies do not release the customer from his obligation to adhere to the usual and recognized safety standards such as using regularly updated virus protection software, conducting a plausibility check on data received, performing data backups as well as regular changing of passwords and the usual access controls.

### 3. Data Protection and Backup

- 3.1. TM Technologies will use appropriate technical solutions to guarantee data security. As complete protection is not possible, customers are recommended to use their own security measures in addition to the network and hardware security provided by TM Technologies. It must be pointed out to the customer that it is the customer's responsibility to perform a backup of the data which has been changed by the customer or its vicarious agents or assistants after every working day, whereby data stored on the TM Technologies servers may not be backed up on these servers. In particular, the customer must carry out a complete backup before each start of service provisioning by TM Technologies or before the installation of hardware or software. The customer is otherwise obliged to carefully check that all programs/software as well as other service components are fault-free and suitable for use in its specific situation before commencing operative use. This applies also to programs/software which the customer receives from TM Technologies (see also Section 7 of the General Terms and Conditions). The customer is expressly informed that even minor changes can influence the running ability of the entire system.
- 3.2. The customer is aware that the provision of services might be order data processing in accordance with US Data Protection Act of 1998 (DPA). In this respect the customer is the responsible authority for observance of the regulations of the DPA and other regulations on data protection. TM Technologies also declares that the technical and organizational measures in accordance the DPA are observed on their merits.
- 3.3. The customer is responsible for archiving and deletion obligations (e.g. relating to commercial law and tax law). TM Technologies is entitled to delete immediately the information transmitted and stored by the customer (contents of the customer's infrastructure) after termination of the contractual relationship. If the deletion conflicts with legal or contractual obligations to retain the data, or if these require disproportionate expenditure or affect the best interests of the customer, data will be blocked instead of deleted.