

General Terms and Conditions (B2B Hosting)

Timewarp Deutschland GmbH
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1. Scope and general information

These **General Terms and Conditions** apply to all contracts between **Timewarp Deutschland GmbH** (hereinafter referred to as “**Timewarp**“ or “**Contractor**“) and **business customers** (entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB)) within the scope of its range of services in the area of hosting and outsourcing of IT systems and IT services. **Consumers** are not covered – Timewarp concludes contracts **exclusively with entrepreneurs** (B2B).

Timewarp provides various **IT services** for customers (in particular **cloud hosting, managed services, housing/colocation** and related IT outsourcing services). The **specific scope of the contract** (type and scope of services) is determined by the individual offer, the service description and, if applicable, service level agreements (SLAs) for each contract. In addition to these GTC, **special contractual conditions (SCC)** may apply to specific types of services (e.g. **managed services** or **cloud services**); in the event of contradictions, such **SCC** shall take precedence over these GTC. Likewise, individual **written agreements** between the parties (e.g. in the offer or contract document) shall take precedence over the GTC in case of doubt.

Any deviating general terms and conditions of the customer shall not become part of the contract unless Timewarp **expressly agrees** to their **validity in writing**. In particular, activities such as the commencement of service provision by Timewarp **do not** constitute acceptance of any general terms and conditions of the customer. Timewarp reserves the right **to amend** or update these General Terms and Conditions as necessary, insofar as this is permissible for future contracts or ongoing continuing obligations with business customers; in this case, the customer will be informed of the changes at least **6 weeks before they come into effect** and will be provided with the new version of the General Terms and Conditions.

2. Conclusion of contract and contract documents

Offers made by Timewarp are **subject to change** and merely constitute an invitation to place an order, unless they are expressly designated as binding in writing. A contract is only concluded when Timewarp **confirms the customer's order in writing** (e.g. by means of an order confirmation or countersigning a contract) or when Timewarp begins to perform the service after **prior consultation**. Verbal agreements and assurances made by employees require written confirmation by Timewarp to be valid.

The exact **scope of services** and all essential **conditions** (services, quantities, prices, terms, etc.) are specified in the individual **contract document** or offer. This contains, in particular, a description of the services booked and, if applicable, supplementary annexes (e.g. **SLA documents, price lists, security concepts**). In the event of contradictions between the offer/contract and these GTC, the provisions set out in the contract document shall take precedence.

The contract is concluded in **German** – any translations are for reference purposes only. The place of performance for the services is the registered office of Timewarp, unless otherwise agreed.

3. Subject matter and provision of services

3.1 Scope of services: Timewarp provides services to the customer in the areas of **IT infrastructure hosting, cloud services and IT outsourcing**. Typical service components may include: Provision of **server/storage capacity** in highly secure data centres, **operation of virtual servers or appliances, network connections** (internet access, VPN), **managed services** (e.g. system administration, monitoring, backup) and other agreed **IT services** within the scope of outsourcing.

The **exact description** of the services booked by the customer (e.g. number and type of servers, storage space, bandwidth, software, support services, data storage location, etc.) is set out in the offer or the service description for the contract. Where applicable, various service categories are specified in **service level agreements** (see section 7). **Timewarp's parent company** – Timewarp IT Consulting GmbH – is **ISO/IEC 27001** (information security management) and **ISO/IEC 27018** (data protection in cloud services) **certified**, which documents that Timewarp follows high international security and data protection standards in the provision of its services.

3.2 Service provision and resources: Timewarp provides its services **professionally and with the care customary in the industry**. All services are provided in professional, **highly available data centres**. The primary infrastructure locations are in Austria and Germany (or within the EU); only **certified data centres** with a high security level (e.g. Tier III or higher) are used. Timewarp ensures that sufficient qualified personnel and technical resources are available to perform the agreed services.

Timewarp is entitled to engage **subcontractors** or partner companies to provide services (e.g. operation of data centre infrastructure, network operators). However, Timewarp remains **solely responsible** to the customer for the fulfilment of the contract and guarantees that commissioned third parties also comply with the contractual obligations (in particular data protection and security standards).

3.3 Changes to the scope of services: If the customer requests **additional services** during the term of the contract or if requirements change, Timewarp may offer a **contract amendment** or supplementary agreement. Additional services (such as **data usage** exceeding the booked quota, **storage requirements**, etc.) will be invoiced according to Timewarp's current **price list**, unless included in the contract. Timewarp shall inform the customer in advance if their usage behaviour could result

in costs exceeding those specified in the contract and shall endeavour to reach a mutually agreeable adjustment.

Planned **maintenance work** or **service upgrades** that may cause interruptions will be announced to the customer **as early as possible (usually at least 5 working days in advance)**. Timewarp endeavours to carry out maintenance windows **outside normal business hours** or, after consultation, within specified time windows in order to minimise disruption to the customer.

4. Customer's obligations to cooperate

The customer shall support Timewarp in the provision of services in a **reasonable manner** and shall fulfil the following obligations in particular:

- **Cooperation and information:** The customer must provide all necessary information about their existing systems, requirements and objectives in a timely and complete manner. If access (e.g. administrator rights to existing systems) or technical documentation is required for provision or migration, the customer shall provide this. Any changes to their environment that could affect Timewarp's performance must be communicated so that Timewarp can adjust its services accordingly.
- **Provision of access and personnel:** Where necessary, the customer shall grant Timewarp access to premises or systems (e.g. if on-premise components need to be serviced at the customer's premises). The customer shall designate a competent contact person who is available for coordination and has decision-making authority.
- **Compliance with rules of use:** The customer undertakes to use the IT systems and network resources provided by Timewarp only within the scope of the statutory provisions and contractual agreements. In particular, the customer shall not store or transmit any illegal content and shall not use the systems to commit any legal violations (e.g. attacks, sending spam, copyright infringements). The customer shall ensure that its employees or agents also comply with the terms of use. In the event of serious violations, Timewarp shall be entitled, after prior notice, to take appropriate measures, including the temporary suspension of the services concerned, in order to avert damage – however, the mildest means shall always be chosen and the customer's business operations shall be affected as little as possible.
- **Data backup Customer data:** Unless otherwise agreed in the contract, the customer is responsible for making or keeping backup copies of their data. Although Timewarp performs regular backups of the systems as part of the agreed services (see section on data security), the customer remains obliged to independently back up particularly critical data.

- **Technical requirements:** The customer shall ensure that their terminal equipment and network connections meet the minimum technical requirements for accessing Timewarp services. They shall use up-to-date and securely configured systems (e.g. with up-to-date virus protection and updates), especially when accessing the systems hosted by Timewarp via VPN or remotely.

If the customer violates their obligations to cooperate and thereby causes delays or additional expenses, Timewarp may demand a reasonable adjustment of deadlines or compensation for the additional expenses. If the customer **fails** to provide essential cooperation despite a deadline being set and a **contractual warning** being issued, with the result that Timewarp is unable to perform the service, the customer shall be in **default of acceptance**; the service shall then still be deemed to have been offered by Timewarp, and the agreed fees shall remain payable.

5. Prices, billing, and terms of payment

- 5.1 Prices:** The remuneration for the agreed services is specified in the contract or the offer. All prices are **net plus statutory value added tax**. One-off fees (e.g. set-up fees) and ongoing fees (e.g. monthly operating costs) are specified in the contract. Additional services or **additional consumption** not included in the contract will be charged in accordance with Timewarp's current **price list**, unless otherwise agreed.
- 5.2 Billing:** Unless otherwise specified, **billing** for recurring services (e.g. hosting flat rates) is carried out **monthly in advance**. Variable items or items billed on a time and material basis (e.g. project-related services, hourly support services outside of inclusive packages, additional storage used) are billed retrospectively according to usage. Timewarp sends invoices in electronic form (PDF by email).
- 5.3 Terms of payment:** Unless otherwise specified, invoices are due **immediately upon issuance** without deduction. The customer shall be in default without further reminder if they have not paid within **14 calendar days** of receipt of the invoice (statutory commencement of default § 286 II BGB). Alternatively, a specific payment term (e.g. 14 days net) may be agreed in the contract.
- 5.4 Payment and direct debit:** Payment shall be made by **bank transfer** to the Timewarp account specified on the invoice, unless a **SEPA direct debit mandate** has been agreed. Timewarp may require the customer to participate in the **direct debit procedure**, in particular for regular recurring payments, in order to reduce administrative costs. In this case, Timewarp will collect the amount from the specified account on the due date (advance information in the SEPA procedure will be provided with sufficient notice, e.g. via the invoice itself).
- 5.5 Late payment:** If the customer is in **default of payment**, Timewarp is entitled to charge statutory default interest at the applicable rate (for entrepreneurs, this is generally **9 percentage points above the base rate** in accordance with Section 288 of the German Civil Code (BGB)). Timewarp reserves the right to claim higher damages for default (e.g. costs for reminders or legal action).

In the event of a significant delay in payment (more than 30 days overdue) or exceeding an agreed credit limit, Timewarp may, after prior warning and setting a deadline, **temporarily suspend further performance of services** (“block”) until outstanding amounts have been paid. In this case, the customer remains obliged to continue paying the monthly base price, but may demand a reasonable reduction in their fee for the period of the suspension, unless the suspension was averted by the customer making a back payment. As soon as the arrears have been settled, Timewarp will resume its services immediately.

- 5.6 Objections and obligation to check:** The customer must check invoices from Timewarp promptly. Objections to the invoice (e.g. complaints about measured values or items) must be made in writing within **8 weeks** of receipt of the invoice. Failure to raise objections in good time shall be deemed **acceptance** of the invoice, whereby the customer may still prove after the deadline has expired that no payment was owed to them (the deadline does not exclude statutory rights, but serves to facilitate proof).
- 5.7 Offsetting and retention:** The customer may **only offset claims** by Timewarp with **undisputed or legally established counterclaims**. The customer shall only be entitled to a right of retention insofar as their counterclaim is based on the same contractual relationship. Timewarp shall be entitled to offset or retain payment if the legal requirements are met.

6. Availability, service level and service disruptions

Timewarp guarantees **high availability** and quality of the services provided. The specific **service levels** (e.g. guaranteed **uptime** in % and support **response times**) are defined in a **Service Level Agreement (SLA)** or in the contract. If no individual SLA has been agreed, the following standard provisions apply:

- **System availability:** The **availability** of the hosting infrastructure (servers, storage, network at the transfer point) is at least **99.9% on an annual average** (corresponding to a maximum of approx. 8.8 hours of unplanned downtime per year). For redundantly designed services (e.g. distributed cluster operation across two data centres), an availability of **99.99%** can be achieved. **Planned maintenance times** and outages that are beyond Timewarp’s control (e.g. upstream Internet disruptions or force majeure) are not counted as downtime in the availability calculation. Timewarp will give advance notice of planned *downtimes* and keep them as short as possible.
- **Support and response time:** Customers can report faults using the agreed procedure (ticket system, email or hotline). **Timewarp support** is available on weekdays from **8 a.m. to 5 p.m.** as standard; if a 24/7 support package has been purchased, support is also available around the clock. The **response time** (start of troubleshooting measures) depends on the severity of the incident: In the event of a **critical incident** (complete failure of a main system, priority 1), Timewarp responds **within 90 minutes**. For **medium-level faults** (significant impairment, but work still possible, priority 2), the response time is within a **maximum of 4 hours**.

For **non-critical problems** (minor errors, priority 3), the response time is no later than the **next working day** (typically “9x5 next business day”). Response time means that analysis/troubleshooting will begin within this period – complete troubleshooting may take longer, but will be given the highest priority. A guaranteed **recovery time** is agreed individually if necessary (e.g. through special SLA clauses), as this depends heavily on the type of fault.

- **Service parameters and performance report:** Timewarp continuously **monitors** essential system parameters. Customers can request regular **availability and performance reports**. In the event of serious incidents, a **root cause analysis** is performed and Timewarp informs the customer, upon request, of the measures taken to prevent future incidents.
- **SLA violations:** If guaranteed SLAs are not met (e.g. if the guaranteed annual average availability is not achieved or response times are significantly exceeded), the customer is entitled to **contractually agreed compensation measures**. It is customary to **credit** a portion of the remuneration (service credits) per failure event or per unit of time exceeded. The exact compensation regulations are specified in the SLA or contract. These contractual **penalties/credits** are final for the respective SLA breach; further claims for damages due to minor SLA breaches are excluded, unless there is intent or gross negligence on the part of Timewarp (see *Liability*).

Note: The above values are intended as **guidelines**. Specific guarantee values and any additional parameters (e.g. **recovery time objective (RTO)**, **maximum data loss time (RPO)**, **24/7 support coverage**) are bindingly specified in the individual SLA or contract.

If a **malfunction** or performance delay occurs, the customer must report this immediately and cooperate as far as possible to facilitate diagnosis. Timewarp documents each malfunction report with a **ticket number** and informs the customer about the progress of the repair.

If a malfunction is caused by circumstances within the customer’s area of responsibility (e.g. incorrect configuration by the customer or their own hardware), Timewarp may charge the customer separately for the cost of analysis and repair after notifying the customer.

7. Data security, data protection (GDPR) and confidentiality

- 7.1 Technical and organisational security:** Timewarp takes **data security** extremely seriously. The company (or its parent company) has an **Information Security Management System (ISMS)** certified according to **ISO/IEC 27001** (IT security management) and **ISO/IEC 27018** (protection of personal cloud data). Appropriate **technical and organisational measures (TOM)** are continuously implemented to protect the confidentiality, integrity and availability of customer data – this corresponds to the *state of the art* and, in particular, meets the requirements of Art. 32 GDPR.

- 7.2 Confidentiality:** Timewarp and its employees **treat all customer data and trade secrets as strictly confidential.** There is an internal confidentiality obligation; employees and subcontractors who have access to customer data are bound to **secrecy** (even after the end of their employment). Timewarp uses customer data exclusively for the fulfilment of contractual services and not for **its own purposes** without the customer's consent. If Timewarp receives requests from authorities regarding customer data, Timewarp will inform the customer immediately, to the extent permitted by law, and will only disclose the data if there is a legal obligation to do so.
- 7.3 Data protection and order processing (GDPR):** Insofar as the customer stores or processes **personal data** on the systems provided by Timewarp, Timewarp shall be deemed the **processor** within the meaning of Art. 28 GDPR, while the customer shall be deemed the **controller**. In this case, Timewarp will strictly observe the requirements of the GDPR when processing data. In particular, Timewarp will process personal data exclusively **in accordance with the customer's instructions** (as specified in the contract).

Prior to the commencement of services, the parties shall conclude a **separate data processing agreement (DPA)** in accordance with Art. 28 GDPR, documenting the details of data processing, categories of data and persons concerned, and security measures (unless already integrated into the framework agreement). This DPA shall form an integral part of the overall contractual relationship and, in case of doubt, shall take precedence over these GTC. Timewarp points out that **without such a DPA**, Timewarp cannot commence the productive processing of personal data, as this would violate the GDPR.

Timewarp undertakes to forward **requests from data subjects** (such as requests for information or deletion) made to Timewarp as the operator of the infrastructure to the customer without delay and to support the customer within reasonable limits in fulfilling the rights of data subjects. Timewarp will also inform the customer immediately in the event of **data breaches** (violations of the protection of personal data) and take the necessary steps together with the customer (notification to the supervisory authority, etc.), Art. 33, 34 GDPR.

Timewarp's **technical and organisational measures** for the protection of personal data are described in the appendix to the AV contract (e.g. access controls, encryption, backup concept, regular security checks). Timewarp allows the customer to **check or audit** these measures and compliance with the AVV requirements after giving reasonable notice – either by the customer's own employees or by an independent auditor – to the extent and frequency necessary to fulfil the customer's obligations under Art. 28 GDPR. Timewarp will provide the necessary information and evidence. The costs for this will be invoiced at the agreed hourly rates.

- 7.4 Content and responsibility:** The customer is solely responsible for the **content** of the data used or stored by the customer via Timewarp. Timewarp does not take note of the content unless this is essential for the provision of services (e.g. technical temporary storage, backup) or access is necessary for security reasons (e.g. suspected malware on the customer's system requires analysis).

The customer shall ensure that any **personal data they enter into the systems may be lawfully collected and processed** and does not infringe the rights of third parties. In particular, they must obtain any **necessary consent** from the data subjects or other legal basis before transmitting data to Timewarp or processing it on Timewarp systems.

Timewarp advises customers that certain services (e.g. **software-as-a-service offerings** or **managed email services**) may require additional specific privacy statements or contracts in order to comply with **joint obligations** under the GDPR. These will be made available to customers as required.

- 7.5 Confidentiality:** Beyond data protection, both parties agree not to disclose to third parties any **business and operational information** of the other party that becomes known to them in the course of their cooperation and that has been designated as confidential or is confidential by nature (e.g. trade secrets, strategic plans, internal processes). This does not apply to information that is publicly known or has been developed independently. This mutual **confidentiality** obligation shall remain in force even after the **end of the contract**.

8. Liability and warranty

- 8.1 Performance guarantee:** Timewarp guarantees that the agreed services will be performed with the usual care and in accordance with the current state of the art. In the case of **work performance** (e.g. individually developed solutions), the following applies: Any defects will be remedied by Timewarp within the statutory warranty period after notification by the customer (subsequent performance). If the subsequent performance fails or is unreasonable for Timewarp, the customer may demand a **reduction in price** or **withdrawal** in accordance with the statutory provisions. In the **case of services** (e.g. pure provision of infrastructure services as a continuing obligation), there is no “acceptance” and therefore no liability for material defects in the sense of a contract for work and services; Timewarp is obliged to act willingly and comply with the agreed service levels, but not to guarantee success. Nevertheless, Timewarp will remedy any performance defects or disruptions that occur within the scope of its **SLA obligations**.
- 8.2 Scope of liability:** Timewarp shall be liable within the scope of the contract for **all damages caused** by the breach of contractual or pre-contractual obligations. However, to the extent permitted by law, liability shall be **limited** in amount:
- Timewarp shall be liable without limitation for damages resulting from **intentional or grossly negligent conduct**. The same applies to damages resulting from injury to life, limb or health based on a breach of duty by Timewarp.
 - In the event of a **simple negligent breach of essential contractual obligations** (so-called cardinal obligations, i.e. obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer may regularly rely), Timewarp shall be liable

only for typically foreseeable damage. In such cases, liability shall be limited to the amount of the annual order volume of the contract in question (alternatively: a multiple of the monthly fee, e.g. a **maximum of 12 monthly fees**), unless lower damages can be proven in individual cases.

- **Liability for simple negligence in all other cases** (i.e. not cardinal obligations) is **excluded** to the extent permitted by law. In particular, Timewarp shall not be liable **for lost profits, lost savings, indirect damages** or **consequential damages** incurred by the customer in cases of slight negligence.
- **Liability for data loss:** In the event of loss or damage to customer data, Timewarp shall also only be liable within the scope described above. If the damage is due to the customer's culpable failure to perform **data backups** and thereby ensure that lost data can be reconstructed with reasonable effort, Timewarp's liability for any resulting additional damage is also excluded (contributory negligence on the part of the customer, Section 254 of the German Civil Code (BGB)). Although Timewarp maintains a backup system (see section on data security), this does not release the customer from their obligation to back up their own data.
- **Liability for SLA violations and service interruptions:** In the event of outages or performance impairments that exceed the agreed SLAs, the **contractual penalties/credits** provided for in the SLA shall apply as lump-sum compensation. Any further liability on the part of Timewarp for indirect consequences of such SLA violations (such as lost revenue for the customer due to short server outages) is excluded in cases of simple negligence.
- **Force majeure:** Timewarp shall not be liable for **impossibility or delays** caused by force majeure. Force majeure includes events that cannot be foreseen by Timewarp and cannot be averted by reasonable means, such as natural disasters, war, terrorism, labour disputes, pandemics, official interventions or comprehensive power or internet failures. In such cases, Timewarp's obligation to perform shall be suspended for the duration of the hindrance. Timewarp shall inform the customer of the occurrence of force majeure and its expected duration. If a state of force majeure lasts for more than **30 consecutive days**, both parties shall be entitled to terminate the contract extraordinarily.

8.3 Product liability and legal defects: Insofar as Timewarp supplies or licenses third-party hardware or software to the customer within the scope of the contract (e.g. **standard software licences**), any **warranty claims** shall be governed by the terms and conditions of the respective manufacturer, which Timewarp assigns to the customer accordingly. **Manufacturer liability** under the German Product Liability Act remains unaffected – however, within this framework, Timewarp is only liable as the distributor of its own products; the manufacturer is directly liable for third-party products, where applicable.

If third parties assert rights (e.g. **copyright or patent rights**) to the data or programmes used by the customer and wish to prohibit their use (legal defect), the customer shall inform Timewarp immediately. Timewarp shall support the customer within reasonable limits in defending against such claims. If the content provided by the customer proves to be unlawful, the customer shall be obliged to indemnify Timewarp against all resulting damages and expenses (including reasonable legal costs), provided that the customer is at fault.

8.4 Limitation period: Contractual **liability and warranty claims** of the customer – unless based on intent – shall become time-barred within **12 months** from the start of the statutory limitation period. This does not apply to claims for **injury to life, limb or health** or under the Product Liability Act; the statutory limitation periods shall apply to these claims.

9. Contract term and termination

9.1 Term: The term of the contract is specified in the respective contract. Unless otherwise agreed, contracts for ongoing services (e.g. ongoing hosting services) are concluded with a **fixed minimum term of 12 months**. Ordinary termination is not possible during this minimum term. After expiry, the contract is extended by a **further 12 months** (extension period) unless notice of termination is given in due time. Alternatively, a different term (e.g. 24 months, or indefinite with a specific notice period) may be agreed in the contract. Project-related contracts or individual orders without ongoing services end automatically upon complete performance and processing.

9.2 Notice period (ordinary termination): Both parties may terminate the contract at **the end of the respective term**. Notice of termination must be given in writing (at least in text form). Unless otherwise specified in the contract, the **notice period is three months** to the end of the term. If notice of termination is not given in good time, the contract shall be extended as described in 9.1. In the case of open-ended contracts without a minimum term, the contract can be terminated by either party with 3 months' notice to the end of the month. Fees already paid in advance for periods after the termination takes effect will be refunded to the customer on a pro rata basis.

9.3 Extraordinary termination: The **right to extraordinary termination for good cause** remains unaffected. Timewarp may terminate without notice (or terminate the contract without notice) in particular if the **customer continues to breach essential contractual obligations** despite a written warning – e.g. causes a significant security breach and fails to remedy it, or is significantly in arrears with payments – and Timewarp is thereby unable to reasonably continue the contract. The customer, for their part, may terminate the contract without notice if Timewarp, even after setting a reasonable deadline and issuing a warning, **permanently fails to provide the agreed service** or repeatedly commits gross breaches of duty. In the event of such extraordinary termination due to the fault of one party, the other party may **claim damages** in accordance with the liability provisions (see Section 8).

9.4 Processing and data return: Upon termination of the contract – regardless of the legal grounds – Timewarp will cease providing services. Upon request, Timewarp will support the customer in ensuring an orderly **transition** (transfer of systems/data to the customer or a new service provider designated by the customer). This includes in particular: Transfer of all **customer data** within Timewarp’s sphere of influence in a common format, insofar as this is technically feasible; issuing a final **data backup** (e.g. last backups) and – upon request – **deleting** all customer data from Timewarp’s productive systems as soon as the transfer has been successfully completed and the statutory retention periods have expired. Upon request, the customer will receive a log or confirmation of the **data deletion**.

Timewarp will provide the customer with reasonable support during the **migration** (duty to cooperate, provided that remuneration is paid or as a gesture of goodwill). For additional support services (e.g. extensive assistance with setting up with another provider), Timewarp may charge a fee based on the current hourly rate, unless the reasons for termination are attributable to Timewarp.

Contractual items belonging to the customer (e.g. customer-owned hardware in co-location) must be collected by the customer; conversely, the customer must return any outstanding items belonging to Timewarp (e.g. borrowed access tokens, hard keys, etc.).

10. Final clauses

10.1 Place of jurisdiction and applicable law: **German law** applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and conflict of law rules. The place of performance and – to the extent permitted by law – the **exclusive place of jurisdiction** for all disputes arising from or in connection with this contract is **Wiesbaden** (registered office of Timewarp Deutschland GmbH). However, Timewarp is also entitled to assert claims at the customer’s general place of jurisdiction.

10.2 Transfer of contract: The customer may only transfer rights and obligations arising from this contract to third parties with the prior written consent of Timewarp (no free assignment of claims and transfer of contract). Timewarp is entitled to transfer the contract to a company affiliated with it within the same group, provided that this does not affect any legitimate interests of the customer – Timewarp will inform the customer of any such transfer. In the event of a transfer of operations in accordance with Section 613a of the German Civil Code (BGB), the statutory provisions shall apply.

10.3 Severability clause: Should individual provisions of this contract or the General Terms and Conditions be or become invalid or unenforceable, the remainder of the contract shall remain unaffected. The parties **shall replace the invalid provision by mutual agreement with a provision that comes as close as possible to the economic purpose of the original provision**. The same applies to any loopholes in the provisions.

10.4 Other provisions: Amendments or additions to the contract (including these General Terms and Conditions) must be made **in writing** to be effective, unless a stricter form is required by law or a less strict form is sufficient. The written form requirement also applies to the cancellation or waiver of this form requirement itself. For the purposes of this provision, transmission by e-mail shall also be deemed to be in writing, provided that the declaration in the attachment or in the text of the e-mail can be clearly identified as having been sent by the issuer; however, **simple e-mails** without a signature shall not be deemed sufficient if the law requires text form or written form – in such cases, at least a signed PDF or a digitally signed document is required.

10.5 Reference citation: Timewarp may, subject to the customer's right of revocation at any time, name the customer as a reference customer in an appropriate manner (e.g. logo and name on the Timewarp website), but without disclosing any details of the contract. **References** that are necessary for technical reasons in the context of certifications (e.g. presentation of customer groups during an ISO audit) are not considered advertising and are permissible provided that they do not conflict with any interests of the customer that are worthy of protection.

10.6 Priority of individual agreements: Individual agreements with the customer, including collateral agreements, supplements and amendments, shall in all cases take **precedence over these General Terms and Conditions**. A written contract or written confirmation from Timewarp shall be decisive for the content of such agreements.

As of: February 2026