



General Terms and Conditions (GTC)

For business customers (entrepreneurs within the meaning of Section 14 German Civil Code / BGB)

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Note on language: This is a convenience translation of the German General Terms and Conditions. The contractual relationship is governed by German law. In the event of any discrepancy or dispute regarding interpretation, the German-language version shall prevail. References to German statutory provisions (e.g. Sections of the BGB) are retained in the original.

These General Terms and Conditions (hereinafter “GTC”) form part of every contract between IMT-Systems GmbH, Alfred-Herrhausen-Allee 3-5, 65760 Eschborn, Germany (hereinafter “IMT-Systems”) and the customer, as well as their respective legal successors. They apply exclusively to entrepreneurs within the meaning of Section 14 BGB, legal entities under public law and special funds under public law.

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Section 1 Scope and Contractual Components

1. IMT-Systems provides all services exclusively on the basis of these GTC. Any deviating, conflicting or supplementary general terms and conditions of the customer are hereby rejected; they shall only become part of the contract if IMT-Systems expressly consents to their application in text form.
2. These GTC apply exclusively to entrepreneurs (Section 14 BGB), legal entities under public law and special funds under public law. Contracts with consumers (Section 13 BGB) are not the subject of these GTC.
3. The following documents apply to the contractual relationship in the following order of precedence; in the event of conflicts, the higher-ranking document prevails:
 - a) the individual service or main contract,
 - b) the applicable Service Level Agreement (SLA) including its product annexes,
 - c) any Data Processing Agreement (DPA) for the data protection matters governed therein,
 - d) these GTC.
4. Individual agreements made in text form between IMT-Systems and the customer take precedence over these GTC.

Section 2 Conclusion of Contract

1. Offers by IMT-Systems are non-binding unless expressly designated as binding.
2. By signing or submitting the contract or an order, the customer makes a binding offer. The customer is bound by this offer for three (3) weeks from its receipt by IMT-Systems.
3. The contract is concluded when IMT-Systems confirms acceptance in text form within this period or commences performance of the service.
4. IMT-Systems may make the conclusion of the contract conditional upon the submission of proof of authority, an advance payment, or a guarantee from a credit institution licensed in the EU.

Section 3 Scope of Services and Service Changes

1. The subject matter and scope of the services are set out conclusively in the service contract and the applicable SLA. IMT-Systems provides in particular cloud, virtualisation, server, colocation and managed-service offerings as well as associated maintenance and administration. Technical performance takes place in the Digital Realty data centres at Digital Park Ostend in Frankfurt am Main (primarily FRA15). IMT-Systems is entitled to additionally use further data centres of Digital Realty on the Frankfurt campus that meet the same standards and certifications, and to relocate services within this data centre group, provided that the agreed protection and availability level is maintained.
2. The guaranteed availability, response and restoration times and any service credits are governed exclusively by the applicable SLA.
3. Where IMT-Systems provides additional services free of charge outside the contractual agreement, these may be discontinued at any time, without the customer being entitled to any reduction, damages or rights of termination as a result.
4. IMT-Systems is entitled to change, expand or adjust individual contractual services, provided that the purpose of the contract is not, or not significantly, impaired and the change is

reasonable for the customer. IMT-Systems will inform the customer in good time in text form. If a change significantly impairs the purpose of the contract, the customer has a special right of termination.

Section 4 Customer Duties and Obligations

1. The customer uses the services of IMT-Systems properly and within the bounds of the law. In particular, the customer is obliged to:
 - a) inform IMT-Systems without undue delay of changes to the contractual basis (e.g. address, legal form);
 - b) keep access credentials confidential, protect them against third-party access and not use the services improperly or unlawfully;
 - c) not distribute or make accessible any unlawful, criminal or infringing content via the services, in particular no content that violates criminal law, the protection of minors, copyright or personal rights;
 - d) comply with the statutory and regulatory requirements applicable to its business, including data protection obligations;
 - e) ensure an adequate own data backup, unless a backup service has been expressly commissioned;
 - f) report faults without undue delay and in a qualified manner (Section 11.2 SLA) and to cooperate in their localisation and resolution.
2. If, after a fault report, it turns out that the cause lay within the customer's area of responsibility, the customer shall reimburse IMT-Systems for the reasonable inspection and processing effort incurred as a result.
3. If the customer seriously breaches the obligations under paragraph 1 lit. b) or c), IMT-Systems is entitled to temporarily block the affected content or access at its reasonable discretion and to terminate the contract for cause where the statutory requirements are met. IMT-Systems will inform the customer in advance where possible and reasonable.

Section 5 Use by Third Parties / Resale

1. The customer is expressly entitled to use the services obtained for its own purposes and, within the scope of its own business operations, to make them available to third parties (in particular its own customers), to resell or to sublet them. The hosting of the customer's end customers on the resources obtained by the customer is permitted and does not require separate consent from IMT-Systems.
2. The customer shall properly instruct third parties it involves and ensure their compliance with the contractual provisions. The customer is liable to IMT-Systems for the conduct of the third parties it involves as for its own conduct; no direct contractual or service relationship arises between IMT-Systems and such third parties.
3. If the customer processes personal data of its own customers on the resources obtained, it is responsible for this under data protection law. Any sub-processing relationships are governed by the Data Processing Agreement (Section 9).
4. The customer bears the charges for all use arising via its access, including use by third parties. In the case of unauthorised use by third parties, the payment obligation ceases insofar as the

customer proves that the unauthorised use resulted from a circumvention of IMT-Systems' security measures for which the customer is not responsible.

Section 6 Remuneration and Payment Terms

1. The charges agreed in the service contract apply, plus statutory value-added tax at the applicable rate. Fixed charges are invoiced monthly in advance, usage-based charges at the beginning of the following month. Invoices are due for payment immediately upon receipt without deduction.
2. If a usage-independent charge is owed for parts of a calendar month, 1/30 of the monthly charge is calculated per day.
3. Objections to the correctness of an invoice must be raised in text form within six (6) weeks of receipt. The assertion of justified objections after expiry of this period remains unaffected.
4. The customer may only set off against claims of IMT-Systems with undisputed or legally established claims. The customer is only entitled to a right of retention for counterclaims arising from the same contractual relationship.

Section 7 Default of Payment

1. In the event of default of payment, IMT-Systems is entitled to demand default interest at the statutory rate (Section 288 BGB). The assertion of further, proven default damage remains reserved.
2. If the customer is in default with a not insignificant part of the remuneration owed for more than one (1) month, IMT-Systems may, after prior reminder with a reasonable deadline and reference to the consequences, temporarily block affected services and/or terminate the contract for cause. The customer's main payment obligation remains in place for the blocking period insofar as the blocking is attributable to the customer.

Section 8 Availability, Maintenance and Service Disruptions

1. IMT-Systems provides the services around the clock (24/7). The guaranteed availability, the measurement and calculation methodology and the consequences of any shortfall (service credits) are governed conclusively by the applicable SLA.
2. Necessary maintenance work is announced and carried out in accordance with the provisions of the SLA. Impairments due to announced maintenance and emergency maintenance do not count as unavailability.
3. The customer's rights of reduction due to unavailability are limited to the service credits regulated in the SLA, unless mandatory statutory rights of the customer conflict. There is no right of reduction for disruptions outside the area of responsibility of IMT-Systems or for outages due to announced maintenance.

Section 9 Data Protection and Order Processing

1. The parties observe the applicable data protection provisions, in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).

2. Insofar as IMT-Systems processes personal data on behalf of the customer, the parties conclude a separate Data Processing Agreement (DPA) pursuant to Article 28 GDPR. This takes precedence over these GTC in data protection matters.
3. Processing takes place exclusively in data centres within the Federal Republic of Germany. The persons at IMT-Systems involved in providing the services are bound to confidentiality; IMT-Systems maintains appropriate technical and organisational measures in accordance with the state of the art (Article 32 GDPR).

Section 10 Liability

1. IMT-Systems is liable without limitation in cases of intent and gross negligence, for fraudulently concealed defects, upon assumption of a guarantee, for damage arising from injury to life, body or health and under the German Product Liability Act.
2. In the event of slightly negligent breach of a material contractual obligation (cardinal obligation, the fulfilment of which is essential to the proper performance of the contract and on whose observance the customer may regularly rely), IMT-Systems is liable limited in amount to the foreseeable, contract-typical damage at the time of conclusion of the contract.
3. Otherwise, the liability of IMT-Systems – on whatever legal grounds – is excluded. This applies in particular to indirect damage, lost profit and to data losses that would have been avoidable with proper and adequate data backup by the customer.
4. Service credits under the SLA are set off against any claims for damages relating to the same availability shortfall.
5. The above limitations of liability also apply in favour of the legal representatives and vicarious agents of IMT-Systems.
6. IMT-Systems is not liable for content and information of third parties transmitted or stored via the services, nor for damage resulting from force majeure (Section 12).

Section 11 Term and Termination

1. Term and minimum contract term result from the service contract. Unless otherwise regulated there, the contractual relationship may be terminated by ordinary notice of one (1) month to the end of a contract month after expiry of any minimum term.
2. Different terms and notice periods may apply to special and promotional offers (in particular with annual payment), provided this is indicated in the offer or on the website.
3. The right to extraordinary termination for cause remains unaffected.
4. Terminations require text form.
5. After termination of the contract, the SLA provisions on data export and deletion (offboarding) apply. After expiry of the period regulated there, the customer's data will be irretrievably deleted in accordance with the state of the art, unless statutory retention obligations conflict.

Section 12 Force Majeure

IMT-Systems is not liable for the non-performance or delayed performance of obligations to the extent that this is due to force majeure. Force majeure means extraordinary, externally-caused events not avoidable even with reasonable care, in particular natural disasters, pandemics, war, terrorism, sabotage, supra-regional cyber-attacks, large-scale failures of the power or

telecommunications supply, labour disputes and sovereign measures. For the duration of the event, the affected performance obligations are suspended. The parties shall inform each other without undue delay and limit the effects as far as possible.

Section 13 Amendments to these GTC

1. IMT-Systems may amend these GTC with a notice period of six (6) weeks in text form, provided this is necessary for a valid reason (e.g. changed legal situation, supreme court rulings, technical further development) and does not unreasonably disadvantage the customer.
2. If the customer does not object to the amendment within six (6) weeks of receipt of the announcement in text form, the amendment is deemed accepted. IMT-Systems will draw separate attention in the announcement to the deadline, the right to object and the significance of silence. In the event of a timely objection, the previous GTC continue to apply; both parties have a right of termination effective as of the date the amendment takes effect.

Section 14 Final Provisions

1. Ancillary agreements, amendments and supplements to the contract require text form. This also applies to the waiver of this text-form requirement. Individual contractual agreements (Section 305b BGB) take precedence.
2. The place of performance for all contractual services is the registered office of IMT-Systems in 65760 Eschborn. Technical performance takes place in the Digital Realty data centres at Digital Park Ostend in Frankfurt am Main (primarily FRA15).
3. The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
4. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is the registered office of IMT-Systems. IMT-Systems is also entitled to bring an action at the customer's general place of jurisdiction.
5. Should any provision of these GTC be or become wholly or partially invalid, the validity of the remaining provisions remains unaffected. The statutory provision applies in place of the invalid provision.