

pluscloud and managed Hosting Special Terms and Conditions

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1. Scope of application of these special terms and conditions

- 1.1. These special terms and conditions for “pluscloud and managed Hosting” (hereinafter also referred to as “**STC pluscloud and managed Hosting**”) shall apply to contractual relationships between plusserver and the Customer (plusserver and Customer hereinafter also referred to as “**Parties**”) concerning the provision of services by plusserver for the customer in connection with the pluscloud and other IT infrastructure services (e.g. storage, Kubernetes, etc.) as well as managed hosting services of plusserver.
- 1.2. The STC pluscloud and managed Hosting shall apply exclusively to traders (“*Unternehmer*”) (§ 14 of the German Civil Code – *Bürgerliches Gesetzbuch, BGB*), legal entities under public law or special funds under public law; they do not apply to plusserver’s business relationships with consumers within the meaning of § 13 of the Civil Code.
- 1.3. Unless otherwise defined in the STC pluscloud and managed Hosting, the definitions of terms set forth in the offer and order as well as and further appendices mentioned therein shall also apply to these BVB pluscloud and managed Hosting.

2. Nature and scope of services; optional Internet link; service level

- 2.1. Subject to its technical, operational and legal capabilities, plusserver shall provide the Customer with services in connection with pluscloud and other IT infrastructure services as well as with managed hosting services at specified data centers throughout the contractual term.
 - (a) Pluscloud and other IT infrastructure services of plusserver are various services that plusserver provides as “public cloud” and/or “private cloud” environment on the basis of virtualization and / or container technologies and in parts also on the basis of flexible usage and billing models (“pay per use”; “**Infrastructure as a Service/laaS**”). Essentially, it is the provisioning of a virtual infrastructure environment composed of processing power (vCores), memory (vRAM), storage, networking and security resources.
 - (b) Managed Hosting encompasses various services that plusserver provides on hardware made available exclusively to one customer (“dedicated,” “private”) and/or on hardware and infrastructure shared among several customers (“shared”). Essentially, this is about the provision of dedicated servers, firewall systems or functions, load-balancing systems or functions, storage systems or functions (in particular memory), switches or network services as well as other equipment or services.

The IT infrastructure environment provided to the Customer on the basis of this contract, consisting of the products described in (a) and (b) above, is hereinafter referred to simply as the “**IT system**”.

- 2.2. The nature, scope as well as the details and configuration of the services specifically agreed between the Parties, including any third-party software provided for this purpose (hereinafter referred to collectively as “**Services**”), are detailed in the offer and order as well as its annexes; the Customer may expand or reduce the scope of the Services provided by plusserver as “on demand” services as part of these services within the framework provided by plusserver (depending on the agreed Service, e.g. management platforms for managing resources, customer portal, etc.) (“**Scaling**”). Such Scaling does not represent a change to the Services or to the contract as a whole. Irrespective thereof, the Customer has the option of requesting so-called managed services on a case-by-case basis and in accordance with section 9.3, as well as to add or cancel individual Services in accordance with section 10 – and to change Services agreed at the time of closing to such extent.
- 2.3. The IT system or services executed on the IT system may be connected to the Internet (for both incoming and outgoing data traffic). In the event that the Parties so agreed, plusserver will establish and maintain an Internet connection of the IT system to ensure that the IT system can be reached via the network connection (“**Backbone**”) maintained by plusserver, the interfaces to third-party networks (“**Carrier Networks**”) maintained or leased by plusserver and/or network nodes (e.g. DE-CIX).

However, plusserver's performance is confined to data communication between the plusserver-operated transfer point(s) of its own data-communication network to the Internet and the IT system. plusserver is unable to control data traffic outside of its own backbone and is not required to ensure the successful forwarding of information from or to the computer requesting contents to such extent. The Customer is not entitled to the use of certain carrier networks or network nodes; instead, plusserver is entitled to change, replace and/or adapt the backbone maintained by plusserver as well as any carrier network and/or network node used at any time, provided that basic accessibility according to sentence 1 is assured. Any pertinent message found on the plusserver website serves information purposes only and reflects the current status or that published on the website.

- 2.4. If and to the extent that fixed IP addresses are provided to the Customer, plusserver reserves the right to change the IP address(es) so assigned if doing so becomes necessary for technical or legal reasons, and to the extent necessary and reasonable, the Customer must assist with simple configuration changes – e.g., by re-entering log-in data or making minor changes to its systems.
- 2.5. Insofar as the parties have placed Services under the purview of service level agreements, plusserver provides the Services subject to the availabilities set forth therein.
- 2.6. Some Services are subject to separate terms and conditions if and to the extent that they are referenced in or incorporated into the order, the STC pluscloud and managed Hosting or any order attachment.

3. Service updates; adaptation to the state of the art; no surrender of storage media

- 3.1. plusserver is entitled to adapt the Services offered to all customers (including but not limited to the hardware and/or software used uniformly as part of the Services) to reflect the applicable state of the art even during the contractual term, unless the Parties expressly agreed that the service status should be immutable. In the event that such adaptation entails additional essential requirements for the virtual machine or software used by the Customer as part of the IT system or imposes on the Customer further or differing duties of cooperation if plusserver is to successfully complete such upgrade, plusserver will inform the Customer about such changes as well as the intended conversion date duly in advance. Unless otherwise agreed, it falls to the Customer to examine the impact of such a conversion on its contents (as defined below).
- 3.2. "**Customer Content**" refers to such contents (including but not limited to software, data, text, sounds, video, or images) as the Customer or an end user may transmit to plusserver or store on the IT system for processing, storage or hosting using the Services hereunder, along with any computation result that the Customer or an end user generates by using the Services.
- 3.3. The Customer acquires neither the title nor expectant rights to the IT system, and he holds no claim to the surrender of storage or any backup media due to the fact that Customer content is stored there. The Customer's claims for the surrender of or permission to download Customer Content, if any, are not affected.

4. Product life cycle

- 4.1. The contractually agreed IT system services and the products contained therein shall be subject to a product life cycle consisting of various phases.
- 4.2. In the first phase of "**General Availability**", services are generally available without any restriction. plusserver shall provide full product support in accordance with the contractual agreements.
- 4.3. Services shall generally change to the "**Limited Availability**" phase 3 years after introduction, unless the parties have agreed otherwise or technical reasons require a different handling. During the Limited Availability phase, the services concerned may, if technically possible, only be ordered for extensions of already existing IT systems. plusserver will continue to provide full product support in

accordance with the contractual agreements. The Limited Availability phase ends after 12 months. After this period, further orders for such services are excluded ("End of Sale") and full product support will be discontinued. Existing customers will be informed of the end of regular full product support with reasonable advance notice.

- 4.4. plusserver may offer a fee-based extension of the product support for services which have reached the "End of Sale" status, while maintaining the agreed service level agreements for the period of a further 12 months ("**Extended Support**"). Extended Support must be ordered by the customer. The Customer shall not be entitled to Extended Support.
- 4.5. Upon expiry of an Extended Support, or if plusserver was unable to offer an Extended Support or if this was not ordered by the customer, services shall change to the "**Limited Support**" phase. In this phase, plusserver will only provide a limited Service Level Agreement (SLA) for the affected services. In particular, plusserver shall no longer be obligated to provide updates, upgrades or to remedy defects. The respective service may fail at any time for an indefinite period of time and is not anymore suitable for productive use. plusserver strongly recommends switching to current successor services with full product support for all services that have reached the Limited Support phase. The Limited Support phase ends with the "End of Life".
- 4.6. If services or essential functions are discontinued ("**End of Life**"), plusserver will inform the customer at least 12 months in advance and show possible alternatives and migration paths. This period shall be dispensable if a service represents a security risk or if the service violates legal provisions. In such a case, plusserver may also transfer the service to "End of Life" status at an earlier point in time.
- 4.7. The product life cycle according to this section 4 shall not apply to software and other applications which are used on an IT system and which are not manufactured by plusserver (such as Microsoft, Ubuntu, etc.). In this respect, the general conditions of the respective manufacturer of the software or application as well as the corresponding notes in the plusserver customer portal shall apply.

5. Provision; commencement of obligation to perform; calculating minimum contractual term; migration of customer contents upon conclusion

- 5.1. Unless otherwise agreed, plusserver's contractual obligations to provide the Services and, thus also the Customer's payment obligation, commence with the provision of the IT system which also includes the transmission of access data, if this is required. The provision takes place through a provision notification from plusserver to the Customer on the date specified in the provision notification. A retroactive provision notification is excluded. If individual parts of the IT system were agreed to be provided separately, plusserver will issue separate provision notifications.
- 5.2. Insofar as the Parties set a minimum contractual term, such term commences with a respective provision. If parts of plusserver's Services were rendered separately, different minimum contractual terms apply. If the order is changed prior to provision at the Customer's request, and the date of provision is postponed as a result, agreed minimum contractual terms commence on the actual – rather than the scheduled – date of provision. plusserver may postpone dates of provision if and to the extent that it is apparent that the Services cannot be provided on the agreed date due to circumstances beyond plusserver's control. If a provision is delayed for reasons attributable to the Customer, its payment obligation arises on the scheduled date of provision.
- 5.3. To the extent that individual aspects of the Services are subject to different minimum contractual terms as a result of separate provision, such terms further determine applicable effective dates of termination; to such extent, partial termination is permitted for any Service so affected.
- 5.4. The Customer must remove any affected Customer Content from the IT system in due time before the conclusion of the contractual relationship or, where partial termination is permitted, before the discontinuation of the aspect in question. Support services that plusserver renders in connection with the migration of Customer Contents are subject to a separate agreement as well as separate compensation as managed services (according to section 9).

- 5.5. Upon the conclusion of the contractual relationship or, where partial termination is permitted, before the discontinuation of the aspect in question, plusserver may delete all Customer Contents affected by such termination.
- 5.6. plusserver's rights of retention, if any, are not affected, to the effect that plusserver specifically is entitled to refuse to surrender Customer Content if and for as long as the Customer is in default with payment of compensation.

6. Operation and administration of an IT System

- 6.1. If the Parties have agreed that plusserver shall service and monitor the operating system or any other application used on an IT System (such as a Customer VM according to sub-section 6.7 or a dedicated IT system), plusserver will provide the services detailed in the service description insofar. For such IT systems managed by plusserver the Customer will not receive administrator rights, unless the Parties agree that the Customer is to exercise administrator rights for the operating system or any other application either temporarily or permanently. In such a case, plusserver's obligation to monitor the IT System rests for the duration of the Customer's administration, and agreed service levels do not apply if and to the extent that IT system malfunctions during such time are deemed to have been caused by the Customer and the Customer must bear any expenditure related to the removal of such malfunctions.
- 6.2. In all other respects, the administration of an IT System falls solely to the Customer so long as plusserver granted the Customer administrator rights upon provision. Subject to the scope of the administrator rights granted to it and provided that plusserver assumes individual services pursuant to sub-section 6.3, the Customer sees to the administration and security of the IT System at his own expense and risk; specifically, the Customer must install security software as needed as well as stay abreast of and address any security gap discovered to such extent. Installing maintenance programs or other software provided or recommended by plusserver does not release the Customer from such obligation.
- 6.3. Insofar as the Parties have agreed within the scope of the Services on the provision of administration, monitoring, and security for the IT System, plusserver will render such services to the Customer in accordance with applicable service description and contractual provisions, including any pertinent service level agreements. In the absence of such an agreement, plusserver is obligated to provide neither administrative, monitoring or security services nor technical assistance (support); such subsidiary obligation as plusserver may have with respect to (i) securing and monitoring any infrastructure it provides in general and (ii) IT systems for which plusserver did not grant the Customer administrator privileges are not affected.
- 6.4. If and to the extent that access rights and/or administrator privileges must be granted so that contractually agreed managed services (as defined in section 9) or contractually agreed administrative, monitoring or security services can be rendered, the Customer must grant such rights in a timely manner. The Customer's other duties of cooperation, if any, are not affected.
- 6.5. Unless otherwise agreed in writing, plusserver does not provide direct support for the Customer's own customers.
- 6.6. The Customer must configure its programs to procure that they automatically restart when the hardware or operating system is restarted. If and insofar as the Customer is responsible for the administration of an IT system, the Customer is also obliged to set up and manage the IT system in such a way that the security, integrity and availability of the networks, other servers, software and third-party data are not jeopardized.
- 6.7. **"Customer VM"** is a virtual machine (as defined in the service description of pluscloud as "VM") which is installed in an IT-System.

7. Use of services; third-party software

- 7.1. Save for the extent provided otherwise in the service description for any Service or in the STC pluscloud and managed Hosting, plusserver grants the Customer a limited, revocable, non-exclusive, non-sublicensable, non-transferable right to use the Services in accordance with the provisions of this agreement and throughout the term hereof, as well as to make the Services obtained hereunder available to its own customers as part of its own services throughout the term hereof – and to allow such customers to access and use the Services to such extent. All services are intended for the Customer's own purposes. Commercial exploitation, for example by (sub)licensing, sale, rental, lease, transfer, assignment or other forms of making available, is not permitted. The license granted here includes, to the extent set forth above, the use of technical documentation relating to the Services, to the extent that such documentation is an integral part of the order and the appendices thereto.
- 7.2. If and to the extent that the service description for any Service or the STC pluscloud and managed Hosting refer to or include special requirements, or license or end customer provisions or licensing terms, such requirements or terms apply to the rights of use granted and any limitation imposed thereon as a matter of priority, and such license governs the use of such specific Services. This applies in particular to third-party software and content that form part of the Services and with respect to which such third parties' licensing terms are referenced or included. plusserver has no influence on the content of third party software. This is left to the end customer with the functionalities and specifications announced by the third party provider, which the latter may change from time to time.
- 7.3. Except for those described in sub-sections 7.1 and 7.2, the Customer acquires no rights to the Services or any related right to intellectual property under this agreement, be it from plusserver, its affiliates or its licensors. The foregoing grant of rights to the Services does not entitle the Customer to any permanent or temporary, full or partial reproduction, translation, adaptation, (re)arrangement (including with third party or open source software), reworking, decompilation, disassembly or other reverse engineering, whether done directly or indirectly, by itself or through third parties. Any form of determination, reproduction or translation of an object and/or source code is only permitted in cases specifically ordered by law. Copyright notices, trademarks, company logos or other manufacturer's notices may not be edited or removed.
- 7.4. If the Customer itself manages, sets up or distributes operating system and/or other software licenses made available to it by plusserver as part of the Services on the IT system or an operated Customer-VM, it is incumbent upon the Customer alone to grant such licenses correctly, and plusserver is entitled to verify that the Customer's actual use of such software conforms to applicable licensing terms. Such review may only be carried out by an expert, who is bound by a professional duty of confidentiality vis-à-vis plusserver but not by plusserver's directions, and who may disclose information to plusserver only if and to the extent that license violations have occurred and such disclosure is necessary to enforce related claims. Specifically, the expert must not disclose any information at all if the license violations in question have been conceded and related claims for damages have been satisfied. A review of this nature must be announced in writing at least two weeks in advance, and the Customer may make such an expert inquiry contingent on the execution of an adequate confidentiality agreement with the expert. In all other respects, the Customer must provide the expert with the information needed to complete the review. To the extent that further rights of review arise based on the licensing terms for the operating system or software in question, such rights are not affected by plusserver's right of review as set forth above.
- 7.5. The Customer will obtain in its own name and make available all software licenses required for providing the Services, unless plusserver has expressly assumed the task of providing such software licenses as part of its own services.

8. Further obligations of the Customer

- 8.1. Customer log-in data. The Customer will be provided with the log-in data needed to access the IT System – typically a user ID and a changeable password. The Customer must change the password at

regular intervals, but at least once a year. It may only pass the password on to individuals whom it has authorized to access the IT System. The customer must keep the log-in data secret from unauthorized persons. Specifically, the log-in data must be stored with a view to ruling out unauthorized third-party access and other forms of misuse. The Customer will notify plusserver as soon as it becomes aware that unauthorized persons have knowledge of log-in data. All keys and log-in data that the Customer receives from plusserver or that it generates in the course of using the Services are for the Customer's internal use only; they may not be sold, transferred or sublicensed to third parties – although the Customer may disclose them to employees, agents, subcontractors or affiliates, who are acting as the Customer's agents or subcontractors and work on its behalf, provided that doing so is necessary for the intended use of the IT System or the Services. The Customer is responsible for all activities of such third parties.

- 8.2. Use of customer content for plusserver's implementation of agreement. The Customer grants plusserver such reproduction rights under copyright law and other authorizations with respect to Customer Content as may be necessary for the agreement's implementation– e.g. for redundant storage within the scope of agreed back-up services.
- 8.3. The Customer shall use the Services only in accordance with applicable law and, in particular, shall not use them for purposes that are illegal, violate the rights of third parties (including licensors) or intentionally destroy or damage them.
- 8.4. Customer's responsibility for its end users. Insofar as the Customer uses the Services as agreed in order to offer services to or otherwise interact with end users, only the Customer – and not plusserver – contracts with such end users, which is why the Customer – and not plusserver – is responsible for any use made of the Services (including any Customer Content) by its end users. Insofar as the Customer facilitates end users' access to the Services or Customer Content, it will ensure that all end users comply with all of the Customer's applicable obligations under its agreements with plusserver, and that the Customer's contractual arrangements with any end user do not conflict with such agreements. plusserver will not provide any support or services to end users unless it entered a specific commitment to do so in a separate agreement with the Customer or an end user.

9. Managed services

- 9.1. The Customer may book special support services ("**Managed Services**") to be provided by plusserver under this agreement either upon the execution hereof or at a later point in time in accordance with section 9.3 Managed Services are governed by the provisions of this section 9 and – in the event that the Customer and plusserver entered into a service level agreement for Managed Services – such service level agreement in addition to the service description as well as any other provisions hereof.
- 9.2. The nature and scope of Managed Services are also defined in the relevant service description and agreed management levels, although Managed Services may be confined to the entire IT system or individual components or areas, depending on the agreed scope. Depending on the Managed Service agreed as well as the applicable Management Level, plusserver's performance obligations and the Customer's duties of cooperation may vary. For details, please see the respective service description.
- 9.3. The Customer may order Managed Services on a case-by-case basis in writing or using the options offered by plusserver (e.g., via email, customer portal or ticket system). Unless otherwise agreed, Managed Services will be charged to the Customer at a rate of EUR 65.00 per work unit (15 minutes).
- 9.4. In the event that, for purposes of agreed Managed Services, plusserver provides the Customer with dedicated contacts for single or multiple fields, it does so on a voluntary basis: There is no obligation to name or assign a contact, and it suffices to that extent that plusserver ensures by means of suitable internal measures (including rules regarding representation) that the Customer has access to sufficiently qualified personnel in a given field during any contractually agreed period.

10. Addition and termination of individual services

- 10.1. plusserver may enable the Customer to book additional Services for a fee in accordance with this section, thereby expanding the contractual scope of services. The Customer is not entitled to any additional booking, which requires an order for added bookings / Services signed by the Customer and sent to plusserver (an email with a signed PDF document attached to the agreed contact address being sufficient) (Customer's offer for added booking). An added booking is not effective until plusserver confirms it to the Customer in writing (an email to the agreed contact address being sufficient) or provides the requested Services to the Customer; the absence of such confirmation must not be construed as plusserver's approval. The option of ordering Managed Services for a fee on a case-by-case basis pursuant to sub-section 9.3 is not affected.
- 10.2. Unless otherwise agreed, the term of any Service booked by the Customer pursuant to sub-section 10.1 is based on the term of the principal agreement.
- 10.3. The option of terminating individual services during the agreed contractual term in isolation, thereby reducing the contractual scope of services, only exists if such an option was expressly granted in this agreement or its appendices (including relevant service description) for the Service in question. The notice period provided for such purpose applies. The option of scaling on-demand services is not affected thereby and remains intact.

11. Determination of remuneration

- 11.1. In cases of Services for which the Customer must make a one-time payment, such payment is due and payable immediately upon completion / provision.
- 11.2. In cases of Services for which the Customer pays a monthly fee irrespective of use, payments are due and payable monthly in advance. Excluded is the gateway of the pluscloud, which, like other resources of the pluscloud, will be billed in hindsight in accordance with sub-section 11.3.
- 11.3. plusserver measures the rate of use for any Service for which the Customer pays based on its use thereof in the billing units and periods agreed and bills them to the Customer at the agreed rate when the billing period has ended.
- 11.4. In the event that the Parties agreed to link the IT system to the Internet, plusserver will measure the amount of incoming and outgoing Internet traffic ("external traffic") per calendar month and vDC and bills them to the Customer at the agreed rate when the billing period has ended.
- 11.5. The Customer pays for plusserver's Managed Services at the agreed rates on the basis of the time expended by plusserver for this purpose.
- 11.6. If the parties agreed to so-called "service packs" for Managed Services, the Customer purchases the monthly time allotment set forth in the service description (and divided into work units of 15 minutes each unless otherwise agreed) and pays for such allotment for the following contractual month in advance (starting with the month following initial provision). Any Managed Service to be provided ahead of the first provision per agreement may be charged against booked service packs. Insofar as the Customer does not exhaust a time allotment in each calendar month (based on any Managed Service provided during such calendar month), the unused portion of the allotment expires.
- 11.7. Unless otherwise agreed, plusserver will issue an invoice for the Managed Services provided during a given calendar month.
- 11.8. The Customer will acknowledge the licensing terms of the respective software manufacturer, and it is obligated in relations with plusserver to notify plusserver if the license quota granted is exceeded. Any excess use is subject to an additional license. If the Customer fails to comply with its aforementioned reporting duty, it is irrefutably assumed that the license quota had been continually exceeded from the start of the agreement at the corresponding rate of unauthorized license use. In

such a case, plusserver is entitled to invoice excess license use with retroactive effect from the start of the agreement, and it reserves the right to assert claims for damages beyond that.

- 11.9. If plusserver's service package contains third-party software products (e.g., Microsoft, RedHat, VMware, etc.), it is entitled to pass changes in licensing fees charged by software providers directly on to the Customer. If plusserver's costs related to third-party software licenses increase, it may adjust its rates. If such costs decrease, plusserver will reduce its rates. Price adjustments that plusserver passes through to the Customer must reflect the rate by which plusserver's licensing costs increased or decreased. If the product price goes up for the Customer in keeping with the foregoing section, the Customer may object to the price change within four weeks of its receipt of a notice of increase. If it does not object to the price adjustment, the new prices will take effect on the start date of the next payment period. In the event of the Customer's objection, plusserver may terminate its contractual relationship with the Customer on six weeks notice with effect on the start date of the closest following payment period.

12. Third-party rights; indemnification; termination for cause

- 12.1. Customer will indemnify and hold plusserver, its affiliates and its licensors harmless from and against any and all third-party claims related to (a) the Customer's or its end users' use of the Services, (b) Customer Content (as defined in sub-section 5.3, (c) any violation of applicable law that is attributable to the Customer or an end user or (d) any dispute between the Customer and an end user – save to the extent that such claim is based on a culpable breach of plusserver's obligations vis-à-vis the Customer hereunder. Such indemnification obligation specifically extends to the obligation to indemnify plusserver against necessary legal costs.
- 12.2. plusserver will, at its own expense, indemnify and hold the Customer harmless from and against all third-party claims citing the infringement or illegal use of its intellectual property rights by the Services; this does not apply if and to the extent that such claims are based on a culpable breach of duty hereunder committed by the Customer in relations with plusserver. The Customer must promptly notify plusserver of any claim asserted by third parties; if it fails to inform plusserver of claims asserted without delay, its indemnification claims lapses.
- 12.3. In cases of claims for indemnification on account of violations of property rights within the meaning of sub-section 12.2, plusserver may, at its own discretion and expense:
- (a) make changes with a view to safeguarding the Customer's interests and discontinuing such violation upon prior consultation with the Customer; or
 - (b) acquire the necessary rights of use for the Customer
- with respect to the Service in question.
- 12.4. In the event that the measures described in sub-section 12.3 (a) and (b) cannot be implemented, or if they can only be implemented at disproportionate effort, plusserver may terminate the affected portion of the agreement for cause with immediate effect. Should the remaining part of the contractual services no longer make any sense for the Customer, it may, for its part, terminate the agreement for cause with immediate effect within two weeks of its receipt of plusserver's notice of termination.

13. Data protection; sharing data with licensor

- 13.1. The Customer will establish for itself whether its use of personally identifiable data in the context of the use of Services meets applicable requirements under data-protection law.
- 13.2. Insofar as plusserver handles personally identifiable data as part of the Services in its capacity as the Customer's contract processor, the data processing agreement agreed between the Parties applies.

13.3. Insofar as the Customer makes use of VMware virtualization technology as part of the Services, the Customer agrees that plusseryer may provide information about the cumulative duration of the use of such Services in relations between the licensor and plusseryer to VMware or a VMware intermediary service provider (aggregator) for the purpose of license accounting. Such data has been anonymized, which means that the Customer cannot be identified. The Customer further agrees that plusseryer may provide information to VMware or an aggregator about so-called “power users.” This information includes the username, zip code, country, region and the billing points reached for each VMware-based service, and it is put to use by the licensor to calculate commissions.

14. Handling of investigation requests by governmental authorities for access to or disclosure of cloud customer data

plusseryer shall verify the legal basis of any investigation request by governmental authorities for access to or disclosure of cloud customer data. In Germany, such powers are regulated in the laws of the Federal Criminal Police Office (*Bundeskriminalamt*) or the laws of the respective state offices, various procedural codes for courts and the laws for the intelligence services (German Law on the Federal Intelligence Service – *Gesetz über den Bundesnachrichtendienst, BNDG*; Federal Constitution Protection Act – *Bundesverfassungsschutzgesetz, BVerfSchG*; respective laws on the offices for the protection of the constitution of the states; German Law on the Military Counterintelligence Service – *Gesetz über den militärischen Abschirmdienst, MADG*) and the German G 10 Act (*Artikel 10-Gesetz, G 10*). Within the scope of what is legally permissible, plusseryer will inform and involve the Customer upon receipt of such requests and will point out possibilities of objection. In case of encrypted data of the Customer, plusseryer has in principle no possibility of decryption, except when plusseryer or an engaged subcontractor also has access to a key, in particular depending on the respective product or management level.

15. Changes to these STC

plusseryer may unilaterally amend the STC insofar as doing so is necessary (i) to eliminate such equivalence issues as may subsequently arise or (ii) to adapt to a changing legal or technical framework. plusseryer will notify the Customer of any change by informing it of the contents of amended regulations, and such changes are incorporated herein, unless the Customer objects to the change becoming part of the contractual relationship by so notifying plusseryer in writing or in text form within six weeks from its receipt of the notice of change.