Polarise.

General Terms and Conditions of Polarise (GTC)

1. Scope of Application and Priority of Documents

1.1 All contracts regarding services provided by Polarise to a customer, including software licensing and consulting, are governed exclusively by these GTC.

1.2 Polarise's offering is directed exclusively at business customers and not at consumers. Upon entering into a contract, the Customer represents that it acts as an entrepreneur (*Unternehmer*) as defined in § 14 of the German Civil Code (*BGB*), or a legal entity or a special fund under public law. Entering into a contract with, or use of services by, consumers as defined in § 13 BGB is excluded.

1.3 Deviating, conflicting, or supplementary general terms and conditions of the customer shall not become part of the contract, even if Polarise provides services or accepts payments without explicitly objecting to them. These GTC shall also apply to all future contracts with the customer, provided that the services covered under such contracts are of a similar nature.

1.4 Polarise reserves the right to amend these GTC and a Service Level Agreements (SLA), if agreed, with reasonable notice. The customer will be informed of such changes in text form at least two weeks before they take effect. The amendments shall be deemed accepted if the customer does not object in writing before the changes take effect. In case of objection, Polarise is entitled to terminate the contract with effect to the date on which the objected change would take effect. Polarise will specifically inform the customer of the consequences of objecting and of failing to object.

1.5 In the event of contradictions, individual agreements take precedence over these GTC.

2. Conclusion of Contract

2.1 Offers made by Polarise are non-binding and subject to change unless expressly designated as binding. Presentations of the services on Polarise's website do not constitute a binding offer. A binding contract is concluded only upon Polarise's (i) countersignature of a contractual document or of an order form, or (ii) in the case of an order placed by the customer via a Polarise website, upon provision of the ordered service by Polarise.

2.2 Polarise reserves the right to perform a credit check on the customer and may demand a deposit or reject the order based on the results. Polarise also reserves the right to reasonably restrict the quantity of services ordered.

3. Scope of Services, Change of Services and Time of Their Provision

3.1 Polarise provides access to data center infrastructure, network connectivity, storage, and related IT services according to the agreed Service Orders and Service Descriptions. In case a Service Description is not specifically agreed, the Service Descriptions for Polarise's services are provided under https//polarise.eu

3.2 In case Polarise provides a certain service via a Polarise website ("online services"), Polarise grants the customer a non-exclusive and non-transferable right to use the ordered online service within the scope agreed in the contract, and limited to the term of the contract. The right of use expires automatically upon expiry or termination of the contract. The customer may use the online services only for its own business purposes and only within the agreed scope.

3.3 In case the customer is a company, association, partnership, or any other kind of legal entity or organisation which has agreed with Polarise that it may grant access to the Polarise's services to its, or an affiliated company's, directors, employees, contractors and/or advisors ("co-users"), all obligations and limitations of the customer under the contract and under these GTC (in particular Sections 4, 5 and 9 through 14) apply mutatis mutandis to all co-users.

3.2 Polarise may, without prior notice to the customer, from time to time, (i) develop, introduce, or make available new or updated services; or (ii) make changes to the services for the purposes of or corrections, updates, general improvements, security, emergency maintenance and/or compliance with applicable laws, to the extent Polarise deems it appropriate. Polarise shall use commercially reasonable efforts to minimise any disruption of the services in connection with such changes. Notwithstanding the aforesaid, Polarise shall not discontinue or materially reduce any material functionality of a service that is generally available to customers and used by the customer without providing prior written notice and a reasonable period for the customer to assess the impact of such change.

3.3 Dates and periods of provision of services shall be agreed upon in each agreement or Service Order. Any subsequent requests by the customer for changes and/or additions shall result in a reasonable extension of the period. The commencement of the service period specified by Polarise is subject to the timely and proper fulfilment of the customer's obligations, in particular the provision of all necessary documents, payments and securities. Polarise reserves the right to raise the defence of non-performance of the contract. If the customer is in default of acceptance or culpably breaches other obligations to cooperate, Polarise may claim compensation for the damage incurred in this respect, including any additional expenses. Delays in performance due to Force Majeure (Section 14) shall extend the period by the duration of the Force Majeure. This shall apply mutatis mutandis if Polarise itself is not supplied correctly or on time, even though a corresponding hedging transaction in accordance with customary commercial diligence has been concluded with the related supplier.

3.4 Should Polarise be required to notify the customer that it is forced – for example, due to late payment – to restrict or terminate services, Polarise shall not be held liable if such notification is not provided or is provided only in part. Insofar as services continue to be provided even after a warning of non-performance has been issued, the entitlement to payment shall remain in force.

4. Obligations of the Customer

4.1 The customer must provide accurate, complete and up-to-date contact and billing information and promptly inform Polarise of any changes (e.g., address, legal form, insolvency).

4.2 Where the customer has set up user accounts, the customer may only permit access to the services to users authorized by the customer and for which the customer has acquired the right to use the services. Access credentials may not be shared between different users. The customer is responsible for all acts and omissions of its users in connection with their use of the services. The customer and the users are obliged to keep their access credentials for the services confidential and to protect them against access by unauthorized third parties. Users authorized by the customer for a certain service and acting within the scope of the permissions assigned to them shall not be considered third parties.

4.3 The customer is solely responsible for creating regular and adequate backups of all their data (e.g., daily), unless Polarise performs data backups due to individual agreement or due to requirements under applicable law (e.g., GDPR data exports) which can be provided to the customer. The customer must also regularly update operating systems, install security patches, and use up-to-date anti-virus software. Object storage services, if provided, may not be used in block-mode (e.g., for active databases) using technical circumventions.

4.4 The customer must strictly comply with Polarise's Data Center Policies, access procedures, and safety regulations (e.g., VDE, DIN standards) when accessing a Polarise facility. Only pre-authorized personnel (Appropriately Authorized) with valid ID may enter the premises. The customer must maintain general liability insurance (e.g., minimum coverage of EUR 1,000,000 per occurrence) and all-risk property insurance for the hardware brought into the data center, providing proof upon request. The customer must not exceed the agreed maximum power consumption limits; doing so may result in excess billing or immediate disconnection of the equipment to protect the facility. Third-party cross-connects require Polarise's prior written consent.

4.5 The customer guarantees that they (i) have all necessary licenses for third-party software and/or rights to intellectual property installed, stored or processed on Polarise's infrastructure, and (ii) will abide by applicable End User License Agreements (EULA).

4.6 The customer must not grant unauthorized third parties access to the ordered services. Subleasing or reselling the services requires the explicit prior written consent of Polarise.

5. Acceptable Use Policy (AUP), Suspension of Access

5.1 In case of an ordered online service, the customer may not (i) distribute, rent, lease, lend, or otherwise make the online service or access to the online service available to third parties, (ii) use the online service to develop own products or services that have the same or substantially the same functionality as the online service in question, (iii) activate or use features of the online service for which no rights of use have been granted, (iv) modify, translate, reproduce, reverse engineer, decompile, or otherwise examine the source code of the online service, its algorithms, or other program components, except to the extent permitted by mandatory law, (v) remove, circumvent, or otherwise alter technical protection measures, copy protection mechanisms, or access control technologies of Polarise, (vi) conduct penetration tests, scans, or similar assessments of the online service or its underlying infrastructure without Polarise's prior consent, (vii) remove, obscure, or alter any proprietary notices or other legal markings of Polarise or third parties.

5.2 The Customer shall not use the Services for unlawful purposes or in a way that violates applicable law, governmental orders, third-party rights or the rights of Polarise. In particular, the Customer shall not (i) store, distribute or transmit content or data which is unlawful under applicable law; (ii) conduct or enable unauthorized penetration tests, DoS attacks, port scans or other attacks against networks or systems; (iii) distribute malware or use the Services for spamming or distributed denial-of-service attacks; (iv) circumvent or attempt to circumvent security or authentication measures; (v) overload the infrastructure in a manner not covered by the agreed use or interfere with the integrity or availability of the services; (vi) use a service or applications or purposes which are prohibited or classified as high-risk systems pursuant to Regulation (EU) 2024/1689 (AI Act), concern the operation, control or monitoring of safety-relevant components of critical infrastructure, if applicable, or may, in the event of malfunction, result in significant harm to the health or death of persons; (vii) use data-persistence capabilities within the ordered services for purposes other than those for which each capability was designed; or (viii) use the service in a way that means, leads to, or implies, a breach of the customer's obligations under the contract, including but not limited, to the obligations as per Sections 2, 5 and 13 of these GTC.

5.3 In the event of concrete indications of a violation of the AUP, or if there is another legitimate interest (e.g., payment default, security risks, regulatory order), Polarise reserves the right to immediately suspend, permanently or temporarily, the customer's access to the services, block access, or terminate the contract without notice and without any liability. Furthermore, Polarise

may claim from the customer a contractual penalty of up to EUR 50,000 per case of breach. In excess, the customer shall indemnify Polarise from all resulting third-party claims, damages, and legal costs, under set-off of the paid contractual penalty.

6. Fees, Payment Terms, and Price Adjustments

6.1 All prices are net and subject to applicable statutory value-added tax (VAT). Invoices are payable without deduction within 14 calendar days of receipt. In case of payment by credit card or via SEPA Direct Debit, the process of charging the amount due under an invoice may be initiated by Polarise immediately after the invoice is issued.

6.2 Recurring fixed charges are generally billed monthly, quarterly, or annually (as agreed) in advance for the agreed period, while usage-based and subscription-based charges (e.g., excess traffic, power consumption) are billed in arrears. If a contract renews automatically, the then-current list price for new customers shall apply for the renewal term, provided that any discounts agreed with the customer shall continue to apply.

6.3 In the event of payment default, Polarise is entitled to charge statutory default interest (or at least 10 percentage points above the base interest rate) and reasonable dunning fees (e.g., EUR 10.00 per reminder). If the customer is in default for two consecutive billing periods, Polarise may temporarily suspend services. If an outstanding payment is not effected within a reasonable warning period set up by Polarise, Polarise may terminate the contract extraordinarily with immediate effect.

6.4 Polarise is entitled to adjust prices to reflect increased costs for essential operational factors (e.g., energy, hardware, third-party licenses, or general inflation). The customer will be notified of such increases at least 4 weeks in advance. If the price increase exceeds 5% (or 10% within 12 months), the customer has a special right of termination effective on the date the increase takes place, except for price adjustments for increased cost of energy.

7. Term, Termination, and Exit Management

7.1 Unless otherwise agreed, contracts are concluded for an initial minimum term and automatically renew for successive periods if not terminated with a notice period of 1 months prior to the end of the current term.

7.2 The right of both parties to extraordinary termination for good cause with immediate effect remains unaffected. Good cause includes (i) severe AUP violations (Section 5), (ii) outstanding payment (Section 6.3), (iii) a change of control on part of the customer, (iv) a party is insolvent, or insolvency proceedings have been opened in respect of its assets, or the application to open insolvency proceedings has been dismissed on the grounds of lack of assets; however, following an application for the opening of insolvency proceedings of a party, the other party may not terminate the contract on the grounds of a delay in the payment of remuneration occurring prior to the application for the opening of proceedings, or on the grounds of a deterioration in the contractual partner's financial circumstances; or (v) regulatory approvals required for the operation in Polarise's data centre are revoked, withdrawn, otherwise cancelled or not renewed, in particular where a licence required by law is revoked, withdrawn, cancelled or not renewed.

7.3 Any notice of termination must be made in writing.

7.4 In the event of termination for cause by Polarise, Polarise retains the right to remuneration accrued up to the date of effectiveness of termination and may claim immediate payment of lump-sum damages amounting to 60% of the remuneration accrued up to the date on which the customer would first have been entitled to terminate the contract for convenience. The customer reserves the right to prove that the damages incurred by Polarise was less than the lump-sum amount.

7.5 Upon termination, in case the customer has placed hardware into a Polarise facility, the customer must dismantle and remove all their hardware from such facility within 5 calendar days. If the customer fails to do so, Polarise may remove, store, or liquidate the equipment at the customer's expense, and retains a lien / retention right (*Zurueckbehaltungsrecht*) on the equipment for unpaid invoices.

7.6 Upon termination, Polarise has the right to irrevocably delete all customer data hosted on the cloud infrastructure. For services except inline services, Polarise will (i) provide a grace period of 14 calendar days post-termination during which the customer can extract their data; (ii) support the customer during transition in accordance with the European Data Act, if applicable.

8. Service Level and Maintenance

8.1 Polarise warrants Service Levels solely as agreed in a Service Description and / or a separate Service Level Agreement (SLA).

8.2 Excluded from any downtime/non-accessibility calculation are planned maintenance windows (e.g., routine patch management), emergency maintenance to avert immediate danger, and outages caused by force majeure, DDoS attacks, third-party carrier failures, the customer's own hardware/software misconfigurations, or due to misuse or non-contractual use by the customer. Polarise will notify the customer in advance within a reasonable timeframe of up to 3 business days. Polarise does not warrant any particular availability of AI models or third-party software/tools.

8.3 In the event of breaches of an explicitly agreed Service Level, the customer's sole and exclusive remedy shall be service credits (or proportional fee reductions) applied to future invoices, subject to timely reporting by the customer within 3 calendar days of the incident.

9. Warranty, Liability

9.1 Defects of the services are governed by the statutory provisions. Strict liability for initial defects as per § 536a BGB is expressly excluded. A defect exists if a service, when used in accordance with the contract, materially deviates from the agreed specifications or functionalities, and the cause of such deviation lies within Polarise's area of responsibility. The customer shall notify Polarise of any defect without undue delay via the designated support channels and shall provide all information necessary for the analysis and reproduction of the defect. Polarise will, within a reasonable period of time, and at its sole discretion, remedy defects by rectification, updates, provision of a workaround, or an alternative solution. Prioritization shall be based on the severity and impact of the defect, taking into account Polarise's entire customer base.

9.2 If remediation of a defect fails or is unreasonable for the customer, the remuneration for the service, to the extent as affected, may be reduced by an appropriate amount. The customer is not entitled to effect a reduction by unilaterally deducting amounts from current or future payments. Upon request, Polarise will credit any overpaid amount against the next payment due or, where this is not possible, reimburse it. The customer is only entitled to terminate the contract due to a defect affecting the contractual use of the affected service if (i) the customer has set Polarise a reasonable deadline for remedy which has expired without result, and (ii) the contractual use of the service is materially impaired. Any further warranty rights and claims are subject to the limitations and conditions set forth in the contract.

9.3 Polarise is liable without limitation for damages caused by wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlaessigkeit*), for death, injury to body or health, for fraudulently concealed defects, and for claims under the applicable Product Liability Act (*Produkthaftungsgesetz*).

9.3 In cases of slight negligence (*einfache Fahrlaessigkeit*), Polarise shall only be liable for the breach of material contractual obligations (*Kardinalpflichten*), i.e., obligations essential for the execution of the contract and on which the customer regularly relies. In such cases, liability is limited to typical and foreseeable damages, capped at a maximum of the fees paid by the customer in the preceding 12 months, or a fixed amount if agreed in the Service Order.

9.4 Subject to the above provisions, Polarise shall only be liable for data loss up to the amount of damage that would have been incurred even if the customer had carried out proper, regular data backups appropriate to the importance of the data.

9.5 Polarise shall not be liable for (i) output generated by third-party AI models or third-party software/tools, and (ii) for interruptions, disruptions or other events causing damage that are attributable to telecommunications services provided by third parties. To the extent Polarise has claims against the relevant provider of AI models, software/tools or telecommunication services, in respect of damages incurred by the customer, Polarise shall, upon the customer's request, assign such claims to the customer, provided that the provider's contractual terms permit such assignment. In these cases, the liability of Polarise is limited to the amount of any recourse available to Polarise against the respective provider.

9.6 The customer agrees to indemnify, defend, and hold Polarise harmless from all third-party claims, damages, and costs (including legal fees) arising from the customer's breach of the AUP, IP infringement, or illegal data hosted on the infrastructure. In case such breach is caused by a co-user, then the customer shall be jointly and severally liable for indemnification etc. with that co-user, without the defence of prior action against the co-user.

10. Intellectual Property

10.1 Polarise retains all ownership, intellectual property rights, and copyrights to the infrastructure, software, APIs, documentation, and continuous modifications provided under the contract. The customer receives a limited, non-exclusive right of use.

10.2 The customer retains all rights to its data as uploaded, processed, or hosted on the Polarise infrastructure. Polarise is granted the limited right to host, process, and transmit this data solely for the purpose of fulfilling the contract.

11. Confidentiality

11.1 Both parties agree to treat all confidential information (including business secrets, pricing, network designs, and customer data) obtained during the business relationship as strictly confidential and protect it from unauthorized access.

11.2 Excluded from this obligation is information that was already publicly known, independently developed, or lawfully received from a third party.

11.3 The confidentiality obligations shall survive the termination of the contract for a period of 5 years (or indefinitely for trade secrets).

11.4 In case the parties have signed a Non-Disclosure Agreement of any kind (NDA) before conclusion of the contract, the provisions of such NDA shall subsidiarily apply to the contract *mutatis mutandis*.

12. Data Protection and Security

12.1 Both parties comply with applicable data protection laws, including the Regulation (EU) 2016/679 (General Data Protection Regulation, GDPR). Polarise acts as a Data Processor on behalf of the customer, who remains the Data Controller. If required, the parties shall enter into a separate Data Processing Agreement (DPA) in accordance with Art. 28 GDPR prior to processing personal data. Polarise implements and maintains technical and organizational measures (TOMs) following ISO 27001 and BSI standards to ensure data security. Polarise will only process data within the European Union or European Economic Area unless explicitly authorized otherwise.

12.2 The customer and competent regulatory authorities have the right to audit Polarise's compliance with data protection and security standards, subject to reasonable advance notice and without compromising the security of Polarise's infrastructure and of other clients.

13. Export Control, Sanctions, and Corporate Social Responsibility

13.1 The customer warrants compliance with all applicable national and international export control laws and sanctions (including US, EU, and UN regulations). The customer confirms not to be listed on any restricted party list and not to be located or use Polarise's services and products in an embargoed country, also not to make Polarise's services and products available to third parties in an embargoed country or to a third party listed on any restricted party list. The services may not be used for the proliferation of nuclear, chemical, or biological weapons.

13.2 Both parties commit to Anti-Bribery, Anti-Corruption, and Corporate Social Responsibility (CSR) principles, fostering environmental protection, fair labor practices, and the prohibition of child labor in accordance with ISO 26000 and ILO standards.

14. Force Majeure

14.1 Neither party shall be liable for delays or failures in performance (except payment obligations) caused by events beyond their reasonable control, including war, terrorism, natural disasters, acts of God, pandemics, strikes, obstructions of shipment, major utility/telecommunication failures, changes in legal provisions or governmental actions or regulations (Force Majeure).

14.2 The affected party must notify the other promptly. If the Force Majeure event lasts for more than 90 consecutive calendar days, either party may terminate the contract without liability.

15. Subcontractors

Polarise is entitled to engage affiliated entities and qualified third-party subcontractors (together: Third-Party Providers) to fulfil its obligations. Polarise ensures that Third-Party Providers are bound by the same confidentiality and data protection standards and remains liable for their performance.

16. Assignment

The customer may not assign or transfer the contract or its rights to a third party without Polarise's prior written consent. Polarise may assign or transfer the contract or its rights to a third party without the customer's prior consent.

17. Final Provisions

17.1 The contract and its conclusion are governed exclusively by the laws of the Federal Republic of Germany, explicitly excluding (i) its rules on the Conflict of Laws, and (ii) the UN Convention on Contracts for the International Sale of Goods (CISG).

17.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the contract is the Regional Court of Duesseldorf, Germany (*Landgericht Duesseldorf*).

17.3 Should any provision of these GTC or the contract be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected (Severability Clause). The parties shall replace the invalid provision with a valid one that comes as close as possible to the economic intent of the original.

17.4 Any amendments, side agreements, or modifications to the contract or these GTC must be made in writing to be legally effective. This also applies to a waiver of the written form requirement. "In writing" and "written" under the contract includes the Electronic Form (§ 126a BGB) and any kind of Electronic Signature as per EU eIDAS Regulation.

18. Vouchers

A voucher is valid exclusively for companies/organisations whose representatives originally issued by Polarise and assigned to the customer. Vouchers may only be redeemed for a specific service provided by a Polarise group entity. Only one voucher per company/organisation is permitted. Vouchers are not transferable to other individuals, companies or organisations. Vouchers are valid only (i) for selected models or selected services from our product portfolio, provided these are available at the time of

redemption and are designated by us as compatible with this voucher, and (ii) for the period of time printed on it. Vouchers cannot be combined with other discounts, promotions, offers or vouchers. Cash redemption of the voucher value or any remaining balance is not permitted. Vouchers must be redeemed in full; partial redemptions are not permitted. Polarise is not liable in case of loss, damage or theft of a voucher; responsibility for the safekeeping of a voucher lies entirely with the company/ organisation that has received it. By accepting and redeeming a voucher, the redeeming company/organisation waives the right to raise any disputes or assert any claims in respect of the voucher.