

TERMS OF USE PARTNER PORTAL

1. General Provisions

- 1.1 These Terms of Use governs to the use of the STACKIT Partner Portal ("Partner Portal") between Schwarz Digits Cloud GmbH & Co. KG ("STACKIT") and the partner that has entered into a Partner Base Agreement or Partner Base Agreement "Partner Agreement" with STACKIT.
- 1.2 The currently applicable Terms of Use can be accessed, saved, and printed out at any time.

2. Registration for the Partner Portal; STACKIT Partner Account

- 2.1 The use of the Partner Portal requires a partner account of the partner with STACKIT as well as the execution of a Partner Agreement. However, the partner has no right to registration. Registration of the partner in the Partner Portal may be carried out manually by STACKIT. Registration requires, in particular, the provision of address information as well as the partner's Value Added Tax identification number. The partner shall receive access to the Partner Portal from STACKIT. Upon successful registration, a personal partner account accessible via the Partner Portal will be created for the partner "Partner Account", and the partner will be notified accordingly.
- 2.2 The partner is solely responsible for granting user access to its employees who are authorized by the Partner to use the Partner Portal. After being added by the partner, the employee receives a link for the Partner Portal to set their password. The partner and its employees are obligated to handle login credentials carefully. In particular, the partner is prohibited from communicating login credentials to third parties and/or enabling third parties to access the profile while circumventing login credentials.
- 2.3 Upon registration, the partner is obligated to provide all required information truthfully and completely. The partner and its employees are responsible for keeping the provided data up to date and for ensuring that the partner can be reached at the provided address and that the email address is not transferred to another person.
- 2.4 If any provided data changes, such data must be updated and corrected without undue delay by the partner. If the partner provides incomplete or incorrect information, STACKIT has the right to temporarily or permanently block the Partner Account and access to the Partner Portal, as well as to delete the Partner Account, provided that the partner does not cease the breach of contract within a reasonable period following a request to do so.
- 2.5 If an employee to whom the partner has granted user access departs from the partner's company or loses their authorization to use the Partner Portal for other reasons (e.g., department transfer), the partner is obligated to deactivate or delete this user access in the Partner Portal without undue delay. Until final deletion, the partner remains responsible for ensuring that login credentials are not misused. The partner is further obligated to regularly review the list of authorized employees for currency and to remove outdated profiles. The Partner Account shall not be transferred to another legal entity or person.
- 2.6 Use of the Partner Account is granted for an indefinite period of time. The partner has the option to terminate its Partner Account for convenience vis-à-vis STACKIT by giving one month's notice to the end of a calendar. The cloud portal customer account required for using STACKIT Cloud Services remains unaffected hereby.
- 2.7 The right of the parties to termination for good cause of the Partner Account remains unaffected. STACKIT may, in particular, terminate the Partner Account for good cause if the partner breaches its obligations under this Section 2 with respect to the Partner Account.
- 2.8 Upon termination of the Partner Agreement—regardless of the cause—the partner's authorization to use the Partner Portal shall automatically expire. STACKIT is entitled to block

access to the Partner Portal as of the effective date of termination and to delete the partner's Partner Account. Prior to the termination becoming effective pursuant to Section 2.6 or prior to the termination of the Partner Agreement, the partner is obligated to back up any data relevant to it (e.g., billing data) in an external system at its own expense.

3. Amendments to the Terms of Use and Portal Content

- 3.1 In the event that it becomes necessary for good cause and the amendment or modification to the Terms of Use does not unreasonably disadvantage the Partner, STACKIT shall be entitled to amend the Terms of Use in whole or in part with effect for the future. This includes, in particular for regulatory or legal grounds, further development, optimization, and addition of content, technical adjustments, and ensuring the functionality of the Partner Portal.
- 3.2 In all cases of additions and amendments to the Terms of Use, the partner will be notified of the changes via email at least eight (8) weeks prior to their taking effect. They shall be deemed approved unless the partner expressly objects to the amendments after receipt of the notification of amendment and prior to the effective date of the amendments. STACKIT will specifically notify the partner in the notification of amendment regarding this legal consequence, the commencement of the notice period, the period, and the effective date of the amendment. In the event that the customer objects to the amendment of the Terms of Use, STACKIT shall have an ordinary special right of termination with immediate effect.
- 3.3 Unless agreed otherwise, the content displayed in the portal may be amended by STACKIT at any time.

4. Partners's duties of cooperation

- 4.1 The Partner shall support STACKIT to a reasonable extent.
- 4.2 In particular, the Partner shall:
- meet, under the Partner's own responsibility , all technical and organizational requirements necessary to enable proper performance of services;
 - report problems regarding the use of the STACKIT Partner Portal to STACKIT (via support.stackit.cloud) without undue delay after discovery;
 - when submitting issue reports, describe the symptoms that occurred, the software functionality, and the problems encountered, including information useful for troubleshooting—such as the number of affected users, a description of the system and hardware environment, and, if applicable, simultaneously loaded third-party software—as well as documentation via the ticketing system provided by STACKIT;
 - back up its data regularly and at intervals appropriate for the application, including outside of the portal, in order to minimize data loss in the event of a system outage;
 - assist in identifying the root causes of problems and instruct its employees to cooperate with staff or personell authorized by STACKIT;
 - should it be necessary or beneficial for narrowing down or resolving a problem that STACKIT obtain access to a system of the partner, the partner shall, if required, provide STACKIT with remote access (VPN connection or remote desktop sharing) or other administrative access at its own expense (including connection costs). For this purpose, the Customer will take appropriate state-of-the-art measures to prevent virus infections and other interferences.
- 4.3 The partner is obligated to use the Partner Portal exclusively for its intended purpose. Any improper or abusive use, uploading of illegal content, or disruption of operations is prohibited. Within the scope of using the Partner Portal, the partner undertakes to comply with all applicable laws and regulations.
- 4.4 Without the prior consent of STACKIT, the partner may not collect content or information using

automated methods (crawler or scraper bots) or access the Partner Portal by means of such methods. 4.5 Any access credentials provided to the partner must be protected against access by third parties and must not be disclosed to unauthorized third parties.

- 4.5 STACKIT is entitled to temporarily or permanently block the Partner's access to the Partner Portal if there are concrete indications that the partner is violating or has violated the Terms of Use.

5. License Rights and Provisions

- 5.1 With respect to the use of the Partner Portal and its contents, the partner is granted a non-exclusive, non-transferable, non-sublicensable, worldwide license, limited to the term of the Terms of Use, for the Partner's internal business purposes.
- 5.2 The partner is not entitled to use the STACKIT Partner Portal beyond the scope permitted under these provisions, to permit third parties to use it, or to make it accessible to third parties. In particular, the partner is not permitted to transfer or grant access to the Partner Portal to third parties.
- 5.3 The partner represents that it is not located or resident in a country or region subject to comprehensive trade restrictions or embargoes.

6. Content of the Partner Portal

The information displayed in the Partner Portal does not constitute a legally binding offer of STACKIT but serves solely for non-binding informational and overview purposes. 6.2 A legal claim to receive services, products or funding exists only if a corresponding written agreement (e.g., in the form of a Master Agreement for the STACKIT Partner Program and the corresponding annex) has been validly concluded between the partner and STACKIT. The nature, scope, and requirements of the services shall be governed exclusively by the provisions of the respective annex or Partner Agreement.

7. Final Provisions

- 7.1 These Terms of Use constitute the sole contractual basis for registering as a partner for the Partner Portal. Any conflicting terms and conditions of the Customer shall be excluded, even if they are not expressly objected to.
- 7.2 The legal relationships arising between the partner and STACKIT from these Terms of Use shall be governed by German law to the exclusion of conflict-of-law principles and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes arising out of or in connection with these Terms of Use is Stuttgart, Germany.
- 7.3 Should any provisions of these Terms of Use be or become void, invalid, or unenforceable, in whole or in part, this shall not affect the validity, or enforceability of the remaining provisions of these Terms of Use. The void, invalid or unenforceable provision shall be replaced by a provision that most closely reflects the economic intent and the purpose of the void, invalid or unenforceable provision to the extent permitted by law. This shall apply mutatis mutandis to any unintended omissions in these Terms of Use or the Subscription.