

General Terms and Conditions (As of 11 | 2025)

§1 General Scope of Application

(1) maxcluster GmbH, Lise-Meitner-Str. 1b, 33104 Paderborn (hereinafter referred to as „Provider“) provides all services exclusively on the basis of these General Terms and Conditions (GTC). The services are directed exclusively to entrepreneurs within the meaning of Section 14(1) of the German Civil Code (BGB).

(2) These GTC shall only apply where the Customer is an entrepreneur (Section 14(1) BGB), a legal entity under public law, or a special fund under public law. Terms and conditions of the Customer or third parties shall not apply, even if the Provider does not expressly object to their validity in individual cases. Even if the Provider refers to correspondence containing or referencing the Customer's or a third party's terms and conditions, this shall not constitute consent to the validity of such terms and conditions.

(3) The Provider is entitled to amend these GTC, provided that no disadvantage arises in good faith and the amendments are necessary for objectively justified reasons. Objectively justified reasons exist in particular in the case of:

- (a) Changes to statutory or regulatory requirements;
- (b) Adaptations to technical developments or security requirements;
- (c) Changes to the service offering, service or support structure, provided these do not cause material disadvantages to the Customer; or
- (d) Organizational, procedural or administrative adjustments, insofar as these are necessary and reasonable for the Customer.

Amendments to the GTC shall be communicated to the Customer in text form at least four weeks before their planned effective date. The notification shall contain the complete content of the amended provisions, the date of effectiveness, and an express reference to the existing right of objection and the consequences of silence.

If the Customer does not object to the amendments in text form within four weeks of receipt of the amendment notification, the amendments shall be deemed approved.

(4) For individual services, products or service packages, supplementary or deviating General Terms and Conditions or service descriptions may apply („Special Conditions“). The Customer accepts these conditions upon conclusion of the contract. In the event of contradictions between these GTC and the Special Conditions, the Special Conditions shall take precedence. The validity of mandatory statutory special regulations for certain types of services remains unaffected.

§2 Offer and conclusion of contract

- (1) Our offers are directed exclusively to entrepreneurs, tradespeople, freelancers and public institutions and in no case to consumers.
- (2) All offers of the Provider – in particular the information on the Provider's website – are subject to change and non-binding, unless they are expressly designated as binding or contain a specific acceptance period. The Provider may accept orders or commissions within fourteen days of receipt.
- (3) The Customer submits a contractual offer to the Provider either via the order interface on the Provider's website, by email, or by fax.
- (4) The contract is concluded when the Provider expressly accepts the Customer's contractual offer or begins to execute the ordered service.
- (5) The written or text form contract, including these GTC, shall be solely determinative of the legal relationship between the Provider and the Customer. This fully reflects all agreements between the contracting parties regarding the subject matter of the contract. Oral commitments by the Provider prior to conclusion of this contract are legally non-binding, and oral agreements between the contracting parties shall be superseded by the written contract, unless it is expressly stated that they remain binding.
- (6) Supplements and amendments to the agreements made, including these GTC, must be in written or text form to be effective. With the exception of managing directors or authorized signatories, the Provider's employees are not authorized to make deviating oral agreements.
- (7) The Customer warrants that they are not listed on any sanctions list of the European Union, the United Nations, the USA (OFAC), or any other competent authority. The Customer undertakes not to use the Provider's services in any manner that violates economic sanctions, embargo provisions, or export control regulations.
The Customer shall in particular not use the Provider's services to:
- (a) Conduct business with persons or organizations listed on sanctions lists;
 - (b) Offer services in sanctioned countries or territories;
 - (c) Transfer goods or technologies subject to export controls without obtaining the necessary approvals.
- The Provider is entitled to terminate the contract extraordinarily with immediate effect and cease service provision if:
- (a) The Customer is placed on a sanctions list;
 - (b) The Provider is obligated to terminate the contractual relationship due to statutory requirements or official orders;
 - (c) The Customer violates their obligations under this paragraph 7.
- In the event of such termination by the Provider, the Provider's entitlement to remuneration for services not yet rendered shall lapse. Payments already made shall not be refunded. Further claims for damages by the Provider remain unaffected.

§3 Service Obligations of the Provider

(1) The Provider shall perform its services on the basis of the service description of the respective product or an individual offer, as well as on the basis of the valid Service Level Agreement and the respective valid price list. Other commitments or ancillary agreements shall only be effective if confirmed by the Provider in writing or text form.

(2) The Provider shall implement changes to hardware performance, e.g., concerning the number of CPU cores, the amount of RAM (random access memory), or storage capacity, upon written request by the Customer. Change requests should be directed to the Provider via email to support@maxcluster.de through the Provider's ticket system. Change requests by the Customer (e.g., via email) shall be deemed offers to amend the contract, which shall be accepted by the Provider's performance of the service.

(3) In addition to hardware performance, the Provider provides so-called monitoring. This involves active monitoring of hardware resources and server services. If the Customer's application requires a change in hardware performance for its stability, e.g., due to increased traffic, the Provider shall implement this change automatically to achieve optimal accessibility and stability for the Customer. Hardware performance shall be billed based on the Provider's current price list. Immediately after implementing the hardware change, this shall be communicated via email to the technical contacts designated by the Customer. The Customer may review the necessity of the hardware performance change within two weeks (review period); rejection of the change is only possible within this review period and must be made by post, fax, or email in text or written form. If rejection occurs after expiration of the review period, this shall be deemed a change request for the future pursuant to paragraph (2) above.

The Customer has the right to prohibit the Provider from making automatic changes that serve to ensure the stability of the web application. In such case, the Provider shall deactivate monitoring to the extent technically possible. This will result in the Provider no longer being able to influence the stability of the web application and therefore no longer being able to assume responsibility for it.

(4) The Provider is only obligated to provide technical support to the Customer within the scope of the contractual agreement. Support services beyond this are subject to charges. The Provider does not provide direct support to the Customer's customers unless this has been agreed with the Customer in writing or text form.

(5) If the Provider voluntarily makes additional services available without additional charge, the Customer has no right to claim their provision. The Provider is entitled to discontinue, modify, or offer such previously free services only for a fee at any time and without prior notice.

(6) The Provider undertakes to back up the Customer's systems by means of regular backups and to retain these backups for 14 days. Insofar as the Customer's servers are available, data backup shall be performed in a manner that enables restoration of data with a status that is not more than 48 hours old. The Customer has no entitlement to delivery of a specific backup medium; they may only request retransfer of the backed-up data to the server.

(7) The Customer has no entitlement to a specific physical server. The Provider ensures that the Customer's application is operated on modern hardware. The Customer is aware that it may be necessary to migrate them to another physical server without their consent being required. The Customer shall be informed in advance of an upcoming migration.

(8) The Provider reserves the right to modify the server configuration if this is necessary from a technical or legal perspective or required due to technical progress. The scope of services shall not be limited by such modification. The Provider shall inform the Customer in advance of planned changes.

(9) The Provider is released from the obligation to provide services to the extent and for as long as performance is rendered impossible or unreasonably difficult by a force majeure event. Force majeure shall mean extraordinary circumstances or events beyond the Provider's control that the Provider could not prevent even with due diligence. These include in particular:

- (a) Natural disasters (floods, earthquakes, storms, fire);
- (b) War, terrorist attacks, insurrections, sabotage;
- (c) Pandemics, epidemics, or other severe health crises;
- (d) General strikes not solely affecting the Provider's operations;
- (e) Power supply or telecommunications network failures, unless caused by the Provider;
- (f) Large-scale cyberattacks on critical infrastructure affecting the Provider or its upstream suppliers;
- (g) Acts or omissions by authorities, governments, or other entities, including seizure, embargo, or trade restrictions;
- (h) Material supply failures by the Provider's upstream suppliers, if they themselves are affected by force majeure.

The Provider shall inform the Customer immediately of the occurrence and expected end of a force majeure event.

If the force majeure event lasts longer than 30 calendar days, each contracting party is entitled to terminate the contract extraordinarily with 14 days' notice. In this case, the Customer is only obligated to pay for services actually rendered up to the time of termination.

(10) For the domain registration relationship, partially deviating provisions apply as set out in §8 of these General Terms and Conditions.

§4 Obligations of the Customer

- (1) The Customer undertakes to operate the infrastructure provided by the Provider in accordance with the guidelines of maxcluster GmbH. The guidelines are published on the website of maxcluster GmbH at <https://maxcluster.de/en/guidelines>.
- (2) The Customer warrants that the information provided by them for contract performance is correct and complete. The Customer is obligated to inform the Provider immediately of any change to their contact details and other data required for contract performance. This applies in particular to email addresses and telephone numbers, the billing address and, where applicable, the VAT identification number, and, where applicable, payment data.
- (3) The Customer is obligated to set up and manage their server in such a way that the security, integrity and availability of the networks, other servers, software and data of third parties are not endangered. In particular, the Customer undertakes to keep the access credentials (e.g., passwords) to the Provider's services strictly confidential and to protect them from unauthorized third parties gaining knowledge of them. The Provider must be informed immediately as soon as the Customer becomes aware that unauthorized third parties have knowledge of the access credentials.
- (4) The Customer undertakes to configure their programs in such a way that they are automatically restarted when the hardware or operating system is restarted by the Provider.
- (5) Where necessary and reasonable, the Customer shall participate in the implementation of simple configuration changes, e.g., by making a simple conversion of their systems or re-entering the access credentials.
- (6) The Customer undertakes not to use the Provider's services abusively. In particular, they shall not transmit or make accessible any content that violates copyrights, impairs personal rights, or constitutes criminal offenses. In this respect, the Provider's „Guidelines“ shall apply supplementarily. In the event of a culpable breach of duty, the Customer shall indemnify the Provider against any claims by third parties, including the costs triggered by such claims.
- (7) If the Customer violates any of the aforementioned obligations, the Provider is entitled to suspend its services with immediate effect or to block access to the Customer's data. Claims for damages are expressly reserved.
- (8) In the event of serious or repeated violations of the aforementioned obligations, the Provider is entitled to terminate the contractual relationship extraordinarily.

§5 Contract Duration, Termination and Obligations

- (1) The contractual relationship begins with the transmission of the access credentials for the commissioned product by the Provider to the Customer.
- (2) The contract term is 1 month from the beginning of the contract. The contract may be terminated with a notice period of 14 days to the end of the contract term.
- (3) The contract term shall be automatically extended by a further month in each case if the contract is not terminated in due time by the respective end of the contract term.
- (4) The right to extraordinary termination for good cause remains unaffected. Good cause exists for the Provider in particular if:
- (a) The Customer is in default of payment of fees for at least 60 days;
 - (b) The Customer culpably violates a material contractual obligation and the Customer does not remedy the situation within a reasonable period despite being given notice.
- (5) Every termination must be made by means of a written declaration that must be signed by the Customer. The declaration may be transmitted by post, fax, or email.
- (6) Upon termination of the contractual relationship, the Customer should make clear provisions regarding the fate of their data and internet domains. Such provision must only be observed by the Provider if transmitted to them by post, fax, or email up to 14 days before the end of the contract. For this purpose, the Provider makes available in the customer portal a termination form for download, on which the Customer can make provisions regarding the fate of their data and domains. The information provided by the Customer via this form or otherwise by post, email, or fax shall be deemed instructions to the Provider on how to proceed with the Customer's data and domains at the end of the contract.
- (7) After termination of the contractual relationship, the Provider is no longer obligated to provide the contractual services. No later than 14 days after the end of the contract, the Provider may delete all of the Customer's data located on the system. This applies in particular also in the event that the Customer has not given instructions on how to proceed with the Customer's data and domains at the end of the contract. At the Customer's request, the Provider may advance the deletion of the data.
- (8) For the domain registration relationship, partially deviating provisions apply as set out in §8 of these General Terms and Conditions.

§6 Prices and Payment Terms

(1) The prices stated in the service offer underlying the contract shall apply. For additional services, the current General Price List of maxcluster GmbH shall apply.

(2) Services shall be billed monthly. All fees are due within 7 days of invoicing.

(3) The Provider issues electronic invoices, which it sends by email as an attachment to the email address provided by the Customer on the invoice date and which it makes available for viewing and download in the customer portal. The Customer hereby consents to this. At the Customer's express request, the Provider shall additionally send its invoices by post.

(4) The Provider is entitled to charge a reasonable processing fee for retroactive invoice corrections that are not the fault of the Provider.

(5) The provision of services by the Provider is conditional upon the Customer fulfilling their payment obligations in a timely manner. In the event of a payment delay of more than 60 days, the Provider is free to block internet access to the Customer's server without setting a deadline and without further notice.

(6) Payments by the Customer may be made by bank transfer, SEPA direct debit, or credit card payment. The Customer may specify the desired payment method in the Provider's customer portal and update or change it at any time. In the case of a SEPA mandate, the Provider shall notify the Customer of the corresponding direct debit in advance in good time (so-called pre-notification). This notification shall be made by email to the Customer's email address valid for receipt of invoices at least one business day before the debit. In the case of payment by credit card, the payee shall be shown as „maxcluster GmbH“ on the credit card statement.

(7) If the Customer permits the Provider to collect fees by credit card or SEPA direct debit, they must ensure that the payment data are current and that their account has sufficient funds during the debit period. The Customer is obligated to compensate the Provider for any damage arising from a payment refusal by the account-holding institution. If fees are incurred for money transfers from abroad, the Customer shall bear these fees.

(8) Price Adjustments: The Provider is entitled to adjust the agreed prices at its reasonable discretion (Section 315 BGB), provided that material cost factors underlying the original price calculation change. These cost factors include in particular expenditure for energy, hardware, software licenses, technical infrastructure, personnel and external service providers, costs resulting from statutory or regulatory requirements (including data protection requirements), as well as taxes, levies, and other sovereign burdens.

(9) Adjustment Reasons and Times

Price adjustments may be made:

- (a) Annually, provided that the producer price index for services published by the Federal Statistical Office has exceeded 1.5% in the previous year. The adjustment shall be made at most to the extent of the actual inflation rate;
- (b) Event-related: in the event of demonstrable cost increases of individual cost items by more than 5%;
- (c) Project-related: in the event of changes to the scope of services or special services on the basis of a separate agreement;
- (d) Legally conditioned: in the event of changes to statutory or regulatory requirements that have direct effects on service provision.

(10) Price adjustments shall be communicated to the Customer in text form at least 4 weeks before they become effective. The notification must contain the reasons for adjustment, the new price, and the date of effectiveness. In the case of price increases of more than 10% or within twelve months of the beginning of the contract, the Customer has a special right of termination. This must be exercised in text form within four weeks of receipt of the notification; the termination becomes effective at the time the price change takes effect.

(11) Price Reductions

In the event of material and permanent reduction in production costs, the Provider is obligated to review the prices at its reasonable discretion and, if necessary, to reduce them accordingly. No special right of termination exists in this case.

§7 Copyrights and License Agreements

(1) For the proprietary and third-party software provided by the Provider, the Provider grants the Customer a non-exclusive (simple) right of use limited in time to the contract term. After termination of the contract, further use of the software is prohibited. The Customer is obligated to delete all copies of software provided immediately after termination of the contract.

(2) In all other respects, the license terms of the respective software manufacturer or provider shall apply.

§8 Internet Domains

- (1) If the Customer has a domain registered through the Provider, the Provider merely acts for the Customer within the framework of a business management relationship. The contract concerning the domain is concluded directly between the Customer and the respective registry or registrar. Therefore, the conditions and guidelines of the respective registry or registrar shall apply.
- (2) The Provider has no influence on domain allocation. Therefore, no guarantee is given that the domain applied for on behalf of the Customer is unique or free from third-party rights or can be allocated permanently. This also applies to the allocation of subdomains.
- (3) The Customer is obligated to cooperate reasonably in the registration, transfer and deletion of domains, as well as in changes to entries in the registries' databases.
- (4) The Customer warrants that their domain and the associated content do not violate third-party rights and do not violate applicable law.
- (5) Should the Customer be requested by a third party to relinquish an internet domain because it allegedly violates the rights of third parties, the Customer shall inform the Provider of this immediately. Conversely, the Provider shall also notify the Customer if the Provider is requested to relinquish the Customer's domain. In such a case, the Provider is entitled to renounce the internet domain in the Customer's name if the Customer does not immediately provide security for possible litigation and attorney's fees in sufficient amount. If the Customer renounces a domain vis-à-vis the respective registry or registrar, they shall notify the Provider of this immediately.
- (6) The Provider may interrupt the accessibility of a domain or temporarily block its content if a third party makes it credible that the domain or its content violates their rights, or if the Provider is convinced that a legal violation is likely based on objective circumstances.
- (7) The Customer shall indemnify maxcluster GmbH in any case against all claims for damages by third parties arising in connection with their internet domains.
- (8) Since the Provider manages the domain for the domain holder, all communications from the domain holder must be forwarded to the respective registry or registrar via the Provider. For this reason, termination instructions concerning the registration relationship must also be addressed to the Provider. Termination must be made by post, fax, or email. Termination of the contractual relationship with the Provider shall in principle leave unaffected the registration contract concerning a domain existing between the Customer and the registry or registrar.
- (9) Termination of the contractual relationship with the Provider by the Customer, or termination of the contractual relationship with the Customer by the Provider, automatically includes termination of the management of the domain registration relationship through the Provider. Sections 5(7) and (8) shall apply accordingly.

§9 Email Services

- (1) Insofar as email mailboxes are the subject of the Provider's services, the Provider's service obligation includes receiving, storing and transmitting emails addressed to the Customer, as well as receiving, storing and transmitting emails that the Customer wishes to send to recipients designated by them.
- (2) The Provider's obligations regarding the forwarding of emails are limited to accepting the emails to be transmitted by the Customer and, if the recipient's address does not belong to the Provider's communication network, handing over these emails to the internet at a handover point to the internet maintained by the Provider. Accordingly, the service with respect to emails addressed to the Customer consists of accepting the emails at the handover point of the Provider's own communication network to the internet and holding the received emails ready for retrieval by the Customer.
- (3) The email mailboxes provided by the Provider to the Customer may be used exclusively for handling email traffic.
- (4) The Customer must retrieve their personal messages within three months of receipt on the mail server. The Provider reserves the right to delete messages received for the Customer if they have not been retrieved within three months. Furthermore, the Provider reserves the right to delete messages received for the Customer if they have been retrieved or forwarded.
- (5) Email mailboxes are subject to storage limits. For this reason, the Provider reserves the right to return messages to the sender for the Customer if the agreed storage limit is exceeded. The Provider is furthermore entitled to reasonably limit the volume of incoming and outgoing messages.
- (6) An email addressed to the Customer may be rejected by the Provider based on objective criteria if circumstances justify the assumption that this email contains malware (viruses, worms or Trojans, etc.), or the sender information is false or concealed, or it is unsolicited or disguised commercial communication (spam).
- (7) The Customer is prohibited from sending so-called spam emails. This includes in particular unsolicited, unlawful messages with advertising content delivered to a recipient. Furthermore, the Customer is prohibited from sending emails that display false sender data or otherwise conceal the identity of the sender. The Customer undertakes to send commercial messages exclusively in compliance with applicable statutory requirements and to identify these emails as commercial communication through appropriate design.
- (8) If the Customer sends spam emails within the meaning of the preceding paragraph, the Provider may temporarily block the relevant mailboxes on the mail server.
- (9) The Provider's obligation to store received emails is limited to the duration of the contractual relationship. TWO WEEKS AFTER TERMINATION OF THE CONTRACTUAL RELATIONSHIP, THE PROVIDER SHALL DELETE THE EMAILS STORED FOR THE CUSTOMER WITHOUT FURTHER NOTICE.
- (10) The Customer has the right to receive the personal data concerning them in a structured, commonly used and machine-readable format. Insofar as this is technically feasible and legally permissible, the Customer also has the right to request from the Provider the transmission of the data to third parties. If the Provider provides this service, the Customer must pay the fee provided for this in the respective current General Price List.

§10 Statutory Warranty

(1) If the services provided by the Provider are defective because their suitability for contractual use is not merely insignificantly eliminated, the Provider shall be liable in accordance with the statutory provisions for material defects and defects of title.

(2) Defects shall be remedied free of charge. Defects and errors that occur must be communicated to the Provider in comprehensible form immediately upon their detection in written or text form. In the event of possible defect remediation, the Customer shall support the Provider within the scope of their possibilities; in particular, the Customer must take all reasonable measures for data security.

(3) For defects that already existed at the time the resources and software products provided by the Provider were delivered to the Customer, the Provider shall only be liable if they are responsible for these defects.

(4) The agreed quality of the Provider's service can only be assumed to be that the hardware and software used or provided by the Provider functions essentially in accordance with the respective manufacturer's service description under normal operating conditions and with normal maintenance at the time of delivery.

(5) The Provider does not provide any guarantees.

(6) In particular, the Provider does not warrant that the resources and software products provided by the Provider meet the Customer's requirements or are suitable for specific applications. The Provider does not warrant that the Customer's software used runs without errors.

(7) The Provider informs the Customer that, according to the current state of technology, it is not possible for all hardware and software to operate error-free in every application combination. Furthermore, it is not possible to protect hardware and software against all manipulation by third parties.

§11 Liability

(1) The Provider's liability for damages arising from the use of telecommunications services for the public shall be governed by the provisions of the Telecommunications Act.

(2) Outside the scope of application of paragraph (1), liability shall be governed by the following provisions: The Provider shall be liable for intent and gross negligence. For slight negligence, the Provider shall only be liable in the event of violation of a material contractual obligation, the fulfillment of which enables the proper performance of the contract in the first place and on whose compliance the Customer may regularly rely, as well as for damages arising from injury to life, body or health, or in the event of any liability under the Product Liability Act. The Provider shall only be liable for foreseeable damages that must typically be expected to occur. Liability in cases of slight negligence is limited in amount to six times the amount that the Customer must pay to the Provider as contractual remuneration for the Provider's services in the month in which the damage event occurs, but at most to the amount of remuneration for twelve months and a maximum of EUR 50,000 per damage event. Multiple damage events based on the same cause or a series of connected damage cases shall be deemed a single damage event.

The Provider shall not be liable for indirect damages or consequential damages, in particular not for lost profits, loss of sales, data loss or business interruptions, unless these are based on intent or gross negligence of the Provider.

The Provider shall not be liable for damages caused by force majeure.

(3) In the event that services of the Provider are used by unauthorized third parties using the Customer's access credentials, the Customer shall be liable for fees incurred as a result within the framework of civil liability until receipt of the customer order to change the access credentials or notification of loss or theft, provided the Customer is at fault for the access by the unauthorized third party.

(4) To the extent that liability is excluded or limited pursuant to the preceding paragraphs, this shall also apply – to the extent legally permissible – to any personal liability of the Provider's employees, workers, representatives, organs and vicarious agents.

§12 Data Protection and Data Usage

(1) The Provider collects, processes and uses personal data of the Customer within the framework of the statutory data protection provisions. Supplementary information on this can be found in the privacy policy of maxcluster GmbH at <https://maxcluster.de/en/privacy-policy>.

(2) Data Use for Analysis, Research & Development and Benchmarking (B2B)

For the purposes of:

- (a) Service security and abuse prevention;
 - (b) Reliability, capacity and performance management;
 - (c) Product analysis and feature development;
 - (d) Research and development including machine learning/model development on derived and anonymized datasets; and
 - (e) Aggregated benchmarking and reporting (together the „Analytical Purposes“),
- the Provider acts as controller and may collect, access, process and analyze usage data (technical logs, event and performance metrics, telemetry) and derived data (statistics and features generated from customer data).

Customer content shall only be processed if it has been effectively anonymized or if the Customer has given express separate consent. Machine learning and model training shall only take place on the basis of anonymized data or consent. For personal data, data processing is based on the Provider's legitimate interests (Art. 6(1)(f) GDPR). The Provider conducts a written compatibility and balancing assessment and applies data minimization, retention periods and controls to prevent re-identification. Any further agreements between the Provider and the Customer regarding data protection responsibilities remain unaffected. The Provider may share anonymized or aggregated results with affiliated companies and vetted partners subject to the same conditions. This clause leaves unaffected the rights and obligations of the parties under Regulation (EU) 2023/2854 (Data Act), including with respect to data access, provider switching and interoperability, as well as safeguards for trade secrets. The Provider is not granted any additional rights to change the purpose of data processing beyond this Agreement.

§13 Jurisdiction

(1) If the Customer is a merchant, a legal entity under public law, or a special fund under public law, or has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from the business relationship between the Provider and the Customer shall be, at the Provider's option, Paderborn or the Customer's registered office. However, for actions against the Provider, Paderborn shall be the exclusive place of jurisdiction in these cases. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this provision.

(2) The relationship between the Provider and the Customer shall be governed exclusively by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) shall not apply.

§14 Final Provisions

1) All communications from maxcluster GmbH may be directed to the Customer electronically. This also applies to the billing of services within the framework of the contractual relationship. The Customer hereby consents to this.

(2) The Customer may only exercise a right of retention on account of undisputed or legally established claims arising from the same contractual relationship. Set-off against counterclaims is only permissible to the extent that these are undisputed or legally established, or concern a right of retention to which the Customer is entitled arising from the same contractual relationship.

(3) To the extent that the contract concluded with the Customer or these General Terms and Conditions contain gaps in regulation, those legally valid provisions shall be deemed agreed upon which the contracting parties would have agreed upon according to the economic objectives of the contract and the purpose of these General Terms and Conditions if they had known of the gap in regulation.