



General Terms & Conditions of Business

- 365 Total Protection -

Hornetsecurity GmbH

1. Scope and conclusion of contract

- 1.1 Hornetsecurity GmbH, Am Listholze 78, 30177 Hanover, Germany (hereinafter "Hornetsecurity"), offers various services for secure online communication that can be managed via a web interface. The following General Terms & Conditions of Business (hereinafter "Terms & Conditions") apply to all legal business transactions of Hornetsecurity concerning the Hornetsecurity 365 Total Protection products. They also apply to future offers or services of Hornetsecurity, even if they are not agreed again separately.
- 1.2 The content of the contract, in particular regulations concerning the scope, availability and technical requirements for using the service of Hornetsecurity, are determined primarily by the quotation provided by Hornetsecurity, the separate service descriptions (hereinafter "SLAs") and these Terms & Conditions. For conclusions of contract with consumers for the HORNETDRIVE service, the "Special Regulations for Consumers" also apply, and take precedence in the case of contradictions with these Terms & Conditions.
- 1.3 A contract shall come into being when the Customer accepts the offer made by Hornetsecurity in text form. Acceptance is usually provided by the Customer's return of the signed order form by email or fax. In case of doubt, authorization of the person acting on behalf of the company shall be evidenced by the Customer.
- 1.4 Alternative general terms & conditions of business and stipulations of the Customer, in particular in its orders or other correspondence, shall be effective only if they have been confirmed expressly by Hornetsecurity.

2. Acceptance

- 2.1 Hornetsecurity shall notify the Customer when the service has been set up in full and is ready for use by the Customer. The Customer shall be granted access to the services at the same time. The Customer shall then carry out a check of its acceptability within 10 days and notify Hornetsecurity of any defects identified. The Customer may not refuse acceptance on the grounds of minor defects.



2.2 Acceptance shall be deemed to have been given if the Customer has not provided notification of any defects on expiry of the period under 2.1 or if the service has already been put into operation without reservation before the period expires.

2.3 If the Customer notifies Hornetsecurity of any defects, they shall be rectified within an appropriate period and an acceptable service that is free of defects shall be provided. In the course of the ensuing inspection, only the recorded defects shall be inspected, insofar as an isolated check can be carried out for them in view of the function of the components in question.

3. Customer obligations

3.1 The Customer shall support execution of the contract through active and appropriate cooperation at all times. In particular, the Customer shall make the information, documentation and data required for proper performance of the contractual service available to Hornetsecurity in good time and set up the interfaces with its own technical infrastructure in such a way that connection of the services of Hornetsecurity is facilitated.

3.2 If Hornetsecurity cannot fulfil the contract without the cooperation of the Customer, the service period shall be extended accordingly, if this service is not provided in good time.

3.3 The Customer is obliged to appoint a technically competent contact who is responsible for the essential internal coordination of the project on the Customer's premises and with third-party service providers as appropriate, and for providing Hornetsecurity with the necessary information and documentation in usable form.

3.4 The contact shall also have the authority to take the decisions necessary for smooth implementation and conclusion of the project (such as changes to the scope of the service, acceptances).

3.5 The Customer shall take the precautions necessary to prevent use of the Hornetsecurity services by unauthorized persons. This includes, in particular, ensuring that only the contractually agreed number of users can access the services. Access shall be controlled by secure passwords.

4. Availability of services and of the software portal

4.1 The availability of the services of Hornetsecurity is determined by the corresponding SLA.

4.2 Access to the services of Hornetsecurity is via a software portal (hereinafter the "Control Panel"), which is made available by Hornetsecurity as software-as-a-service (SaaS) via the Customer's web browser. An availability of 99.9% is guaranteed for the



Control Panel as a monthly average in the area of responsibility of Hornetsecurity. Specifically not included in the area of responsibility in this connection is the hardware and software environment on the Customer's premises and the telecommunications connection between Hornetsecurity and the Customer.

- 4.3 Hornetsecurity is entitled to carry out maintenance and servicing work and to suspend or restrict provision of the services and of the Control Panel for this reason (Scheduled Downtime). Hornetsecurity shall inform the Customer of this in advance. If Hornetsecurity anticipates that the Scheduled Downtime will exceed one hour, Hornetsecurity shall communicate this information by email with an appropriate notice period before the respective work commences. Whenever possible, maintenance and servicing work shall be carried out by Hornetsecurity at times of low usage, in particular at the weekend. This is without prejudice to the right of Hornetsecurity to take appropriate action to avert specific threats to the security and integrity of the systems, including without notice.
- 4.4 Scheduled Downtimes are not included in the calculation of availability pursuant to 4.1. However, Scheduled Downtimes may not exceed a total duration of three hours per month.

5. Usage rights

- 5.1 The Customer shall not acquire any rights to the Control Panel provided by SaaS or to reproductions of it, and has no right to transfer of the software. The Customer is entitled to use the software only for the term of the contract.
- 5.2 The Customer shall acquire a simple, non-transferable usage right to the access software (in particular apps, add-ins or plug-ins) provided by Hornetsecurity for download on the Customer's end devices for contractual use throughout the term of the contract.
- 5.3 The Customer is not entitled to make changes to the Control Panel or to the access software provided. In particular, it is not entitled to investigate or decompile its functioning by way of so-called reverse engineering, to break it down into its components and/or to use it as the basis for creation of its own software programs. This is without prejudice to any rights pursuant to Section 69d (3) of the Germany Copyright Act to the access software provided.
- 5.4 The Customer is not entitled to carry out any technical load and/or penetration testing of the systems of Hornetsecurity without consulting Hornetsecurity.
- 5.5 All rights of the Customer under this section also extend to the contractually agreed scope of use. Changing the users or increasing their number is possible at any time.



5.6 Hornetsecurity guarantees that the contractual use of its services, of the Control Panel and of the access software provided for download does not conflict with any third-party rights and indemnifies the Customer against corresponding claims by third parties.

6. Remuneration

6.1 The remuneration to be paid by the Customer is regulated in the quotation from Hornetsecurity.

The remuneration is based on the number of Microsoft Cloud Licenses with Microsoft-enabled Exchange functionality available on the Customer's side.

The remuneration shall be invoiced to the Customer on a monthly basis and retroactively for the previous period of use. The invoicing basis is the maximum number of Microsoft 365 users simultaneously licensed by the Customer for the month to be invoiced. The remuneration is due for payment seven days from invoicing, unless agreed otherwise.

6.2 If the actual use is greater than agreed, Hornetsecurity has a right to supplementary remuneration in accordance with the individual prices in the quotation for the duration of the contract. If the Customer is able to demonstrate beyond doubt the duration of the period during which higher usage was actually made, the claim for supplementary remuneration shall be restricted to this. Any months commenced shall be charged for in full.

6.3 The Customer shall allow Hornetsecurity to verify on demand whether the Customer is using the program to the extent ordered by it in terms of quantity. For this purpose, the Customer shall provide Hornetsecurity with information, allow it to consult relevant documents and facilitate an audit of the hardware and software environment used by Hornetsecurity or an auditing company appointed by it that is acceptable to the Customer. Hornetsecurity may carry out the audit on the Customer's premises during its normal business hours or arrange for third parties who are obliged to maintain confidentiality to do so. Hornetsecurity shall ensure that the business operations of the Customer are disrupted as little as possible by its activities on site. If the audit indicates that the scope of use ordered has been exceeded by more than 5% (five percent) or that other non-contractual use has been made, the Customer shall bear the costs of the audit; otherwise Hornetsecurity shall bear those costs.

6.4 Unless expressly specified otherwise, all prices given are net prices plus Value-Added Tax. This also applies to all quotations that Hornetsecurity accepts or issues. If the Customer is a consumer, all prices given include Value-Added Tax, unless specified otherwise.



7. Data protection

- 7.1 Hornetsecurity processes personal data that it receives within the framework of the contract exclusively in accordance with the statutory provisions, in particular the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG).
- 7.2 Insofar as the services under this contract, in particular storage of emails for purposes of filtering, encryption or archiving, require processing of the Customer's personal data, Hornetsecurity shall, in case of doubt, process this data on behalf of the Customer in accordance with Article 28 of the GDPR. In this case, the Customer, as the client and data controller, and Hornetsecurity, as the contractor, shall conclude a separate commissioned data processing agreement. Hornetsecurity is obliged to treat personal data processed on behalf of the Customer in confidence and to process it only in accordance with the Customer's instructions.
- 7.3 Employees of Hornetsecurity and third parties who work within the framework of the agreement or have access to personal data shall be obliged in writing to maintain confidentiality and data secrecy of personal data.

8. Confidentiality

- 8.1 The parties agree to maintain confidentiality about the agreements made by them, the information they share and the insights gained into the business processes of the other party in the context of processing the contract.
- 8.2 This obligation does not apply to information that was known to the receiving party or known publicly on conclusion of the contract or that is communicated by a third party without breaching any confidentiality obligation or that becomes public knowledge or which must be disclosed on the basis of statutory obligations, or on instruction from a court or other authority.
- 8.3 The parties shall also oblige all persons (in particular employees and subcontractors) to whom they give access to information in the context of this contract pursuant to 8.1 to maintain confidentiality.

9. Term of the contract, termination

- 9.1 The Contract shall commence on receipt of acceptance of the quotation and has no minimum term. The Contract can be terminated with a three month notice period time at the end of the billing period.
- 9.2 This is without prejudice to the right of the parties to extraordinary termination for good cause. Good cause as far as Hornetsecurity is concerned exists in particular if the Customer



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- has culpably breached significant obligations of this contract, in particular misused the services of Hornetsecurity,
 - has used the services of Hornetsecurity to a significantly greater extent than contractually agreed, or
 - is in default of payment of the remuneration or a not insignificant part of the remuneration for more than two months.

10. Release of data after the end of the contract or in the case of insolvency

- 10.1 Hornetsecurity is obliged to retain the data provided to it by the Customer or stored on behalf of the Customer for 30 days after the end of the contract. This applies equally in the case of extraordinary termination. This is without prejudice to the right of the Customer to demand erasure of the data at any time pursuant to 10.6.
- 10.2 Hornetsecurity shall notify the Customer of erasure of the data in writing or by email 10 days before expiry of the period specified under 10.1. Hornetsecurity is entitled to erase the Customer's data after that period has elapsed.
- 10.3 Until the period specified in 10.1 has elapsed, the Customer has a right to access the data stored in its otherwise deactivated user account at any time. The Customer shall be able to export the data in a standard data format and save it on a data storage device.
- 10.4 If the data is kept for export by Hornetsecurity for longer than the period specified in 10.1, separate remuneration shall be due by way of a storage payment. The amount of this payment is based on the Hornetsecurity price list. In this period, no contractual services shall be provided by Hornetsecurity beyond simple provision for export and granting of corresponding access.
- 10.5 If an application is made to instigate insolvency proceedings in respect of the assets of Hornetsecurity, such proceedings are instigated or instigation is declined for lack of assets, the Customer shall be granted an unrestricted right of access to its data, analogous to the provision under 10.3.
- 10.6 If the Customer gives Hornetsecurity its binding consent to erase the data by email or fax, Hornetsecurity is entitled and obliged to erase the data within two weeks of receipt of the declaration of consent even before expiry of the retention period under 10.1. The Customer shall provide Hornetsecurity with a list of persons authorized to give such consent and shall update it as necessary.
- 10.7 The data which Hornetsecurity is legally obliged to retain shall be the only exception in the erasing of data.
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11. No-spy clause

11.1 Hornetsecurity guarantees that the contractual services are free of functions that compromise the integrity, confidentiality and availability of the software, other software and/or hardware or data and conflict with the confidentiality and security interests of the Customer in the form of

- functions for undesirable disposing/diversion of data,
- functions for undesirable alteration/manipulation of data or of the process logic or
- functions for undesirable introduction of data or undesirable extensions of function.

11.2 A potential activity of a function is undesirable if that activity has not been requested by the Customer in its service description, nor offered by the contractor with a specific description of the activity and the way it functions, nor expressly authorized by the Customer in the individual case.

12. Liability and warranty

12.1 The following regulations concerning the liability and warranty of Hornetsecurity apply to all compensation claims or alternative claims for replacement by the Customer arising from or in connection with the execution of this contract and to cases of liability irrespective of their legal basis (e.g. warranty, default, incapacity, any breach of obligations, the existence of an impairment to performance of the service, impermissible actions, etc.).

12.2 For claims by the Customer

- for damages involving loss of life, physical injury or impaired health,
- in the case of fraudulent concealment of a defect by Hornetsecurity or the absence of a characteristic for which Hornetsecurity has provided a guarantee,
- that are based on intentional or grossly negligent behavior of Hornetsecurity, its bodies or executive staff, or
- under the German Product Liability Act,

the statutory regulations apply.

12.3 Hornetsecurity and its vicarious agents accept liability for negligent damage to property and assets only if a significant obligation is breached, i.e. an obligation the fulfilment of which facilitates proper execution of the contract in the first place and on fulfilment of which the Customer may normally rely, but limited to compensation for typical damage foreseeable on conclusion of the contract.

12.4 Otherwise, liability of Hornetsecurity for minor or simple negligence is excluded.



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- 12.5 Liability of Hornetsecurity without fault in the area of tenancy law and similar user relationships for defects that already existed on conclusion of contract is expressly excluded.
 - 12.6 Hornetsecurity cannot accept liability for faults within the supply network for which it is not responsible.
 - 12.7 The Customer has no right to carry out contractual services itself pursuant to Section 637 of the German Civil Code (BGB).
 - 12.8 Contractual warranty rights are restricted to a period of 12 months from acceptance of the service. This is without prejudice to any compensation claims.

13. Concluding provisions

- 13.1 If the Customer is a merchant, a legal person under public law, a special fund under public law or does not have a general place of jurisdiction in the Federal Republic of Germany, the exclusive place of jurisdiction is the registered office of Hornetsecurity.
- 13.2 Declarations in accordance with these Terms & Conditions must be made in text form (e.g. fax, email), unless agreed otherwise.
- 13.3 All legal relationships for which these Terms & Conditions form the basis are governed by the law of the Federal Republic of German, excluding the regulations that permit application of foreign law or of the CISG.

(Effective: January 2021)