



General terms and conditions of business for events for NTT Global Data Centers EMEA GmbH

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1. Scope of applicability

- 1.1. These terms and conditions of business shall apply to contracts on the rental of conference, banquet and event premises, their systems and facilities, from NTT Global Data Centers EMEA GmbH («NTT») to perform events, as well as any additional services and deliveries to the client connected therewith (hereinafter also referred to as the »organizer«). They shall apply accordingly to the rental of any other premises and areas.
- 1.2. Sub- or further lease of the rented premises and areas, as well as invitations to job interviews, sales or similar events, shall require the advance written consent of NTT, with § 540 para. 1 sentence 2 of the Bürgerliches Gesetzbuch (the Civil Code) being waived provided that the client is not a consumer.
- 1.3. The terms and conditions of business for clients shall only be applied if this was expressly agreed in writing beforehand.

2. Entering into of the contract, contractual partner, liability, statute of limitation

- 2.1. The contract shall be entered into by written acceptance of the client's and/or organizer's request by NTT; these shall be the contracting partners. If the client is not the organizer or if the organizer involves a commercial agent or organization, the organizer shall be jointly and severally liable together with the client for any obligations from the contract, provided that NTT has received the corresponding statement from the organizer. NTT shall be liable with the diligence of a proper merchant (Kaufmann) for its obligations from the contract. Claims of the client for compensatory damages shall be excluded. This shall not apply to any damage from injury to life, limb or health if NTT is at fault for the violation of duties, other damage due to wilful or grossly negligent violation of duties by NTT and damage due to wilful or negligent violation of duties of NTT that are typical for the contract. A violation of duties on the part of NTT shall be equivalent to that of a statutory representative or vicarious agent.
- 2.2. If any faults or defects occur on the services of NTT, NTT shall strive to remedy these upon knowledge or report from the client without undue delay. The client shall be obligated to contribute at a reasonable scope to remedy the fault and to keep potential damage low. Apart from this, the client shall be obligated to inform NTT in due time of the possibility of the occurrence of an extraordinarily high damage.
- 2.3. Any claims against NTT shall generally become time- barred within one (1) year from the statutory commencement of the limitation period. Damages claims shall become time-barred within five (5) years, independently of knowledge. The shorter limitation periods shall not apply to any claims based on wilful or grossly negligent violation of duties by NTT.
- 2.4. The client and organizer shall be liable for compliance with any provisions relevant for it under commercial or labor law and any other legal requirements it is subject to.

3. Services, prices, payment, set-off

- 3.1.** NTT shall be obligated to render the services ordered by the client and confirmed by NTT.
- 3.2.** The client is obligated to pay the prices agreed or common for these and additional services used. This shall also apply to any services and expenses initiated by it towards third parties, in particular regarding claims of copyright management companies.
- 3.3.** All prices are given in Euro and stated excluding VAT at the respective statutory amount.
- 3.4.** Invoices from NTT without any stated due date shall be payable without deduction within ten (10) days from receipt of the invoice. NTT shall have the right to declare any accumulated claims due at any time and to demand payment without undue delay. In case of payment default, NTT shall have the right to charge the respective applicable statutory default interest at currently 8 percentage points or, in case of transactions in which a consumer is involved, at 5 percentage points above the base interest rate. NTT reserves the right to prove that a greater damage has been incurred.
- 3.5.** NTT shall have the right to demand an appropriate advance payment at any time. The amount of the advance payment and the payment dates can be agreed in writing.
- 3.6.** The client can only set off against or reduce any claim by NTT in case of undisputed or finally determined claims towards NTT.

4. Client's withdrawal (cancellation, revocation)

- 4.1.** Client's free-of-charge withdrawal from the contract entered into with NTT shall require the written consent of NTT. If this is not granted, the agreed room rents from the contract and any services ordered from third parties shall be payable even if the client does not make use of the contractual services and if further rent is not possible. This shall not apply in case of violation of the obligation of NTT to consider the rights, assets and interests of the client if continuation of the contract is no longer reasonable for it or if it is entitled to any other statutory or contractual withdrawal right.
- 4.2.** As far as NTT and the client agreed on a date for free-of-charge withdrawal from the contract in writing, the client may withdraw from the contract until then without triggering any payment or damages claims of NTT. The withdrawal right of client shall expire if it has not exercised its withdrawal in writing towards NTT by the agreed date, except in a case pursuant to section 4 item 1 sentence 3.
- 4.3.** If the client only withdraws between the 4th and 2nd week before the date of the event, NTT shall have the right to charge 50% of the agreed rent, and at any later withdrawal, 90% of the rent.
- 4.4.** The client shall be free to prove that the above claim did not arise or did not arise in the demanded amount.

5. Withdrawal of NTT

- 5.1.** If a free-of-charge withdrawal right of the client was agreed in writing for a specific period of time, NTT shall have the right in turn to withdraw from the contract during this period if any requests for the contractually booked event premises are received from other clients and the client does not waive its withdrawal rights upon request by NTT.
- 5.2.** If any advance payment agreed or required according to section 3 item 5 above is not made in spite of the setting of a grace period, NTT shall also have the right to withdraw from the contract.
- 5.3.** Furthermore, NTT shall have the right to withdraw from the contract due to materially justified reasons, e.g.:
- if force majeure or any other circumstances for which NTT is not at fault make it impossible to comply with the contract;
 - if events are booked under misleading or incorrect statement of essential facts, e.g. the client or purpose;
 - if NTT has justified reason to assume that the event may impair the smooth business operation, safety or public reputation of NTT without this being due to the area of control or organization of NTT;
 - upon violation of section 1 item 2.
- 5.4.** Justified withdrawal by NTT shall not give rise to any claim of the client to compensatory damages. Notwithstanding the above, the organizer shall be obligated to inform NTT unsolicitedly if rendering of the service and/or the event is suitable due to its content or character to raise public interest or to impair or endanger NTT's affairs.

6. Access to the data center

- 6.1.** For access to NTT's operating premises, every event participant or visitor, employee, service provider or other third party shall receive a visitor's pass against presentation and depositing of a photo ID. When leaving the operating premises again, the photo IDs shall be returned to the visitors against handover of the visitor's pass and access ID. The visitor's pass must be carried at all times and worn clearly visible. The visitor shall not have the right to enter any operating areas outside of the paths and premises required for the visit. After the end of the visit, it must leave the operating premises without undue delay.
- 6.2.** Smoking and open fire are forbidden on the premises/in the data center buildings.
- 6.3.** Photography, filming and video recordings are only permitted with the special consent of NTT.
- 6.4.** No liability is assumed for any objects carried along. Objects carried along may be inspected by NTT when entering and leaving the operating premises.

- 6.5. The instructions of safety staff must be observed without limitation. NTT has householder's rights. NTT performs comprehensive access controls and video surveillance of the entire premises.
- 6.6. Any information that NTT requests before access to the building is provided expressly on a voluntary basis. In case of incomplete or incorrect information, NTT may make use of its householder's rights and refuse access. NTT shall archive the data for the access and admission control and save them electronically on demand as well.

7. Bringing along food and drink; further operational requirements

- 7.1. NTT shall keep a list of selected catering companies at hand. Unless otherwise agreed in the offer, agreements on catering shall be entered into directly with one of these providers. When charging any caterer not designated by NTT or own organization, the agreed rent shall increase by 10%.
- 7.2. Newspaper ads and publications that contain an invitation to job interviews or sales events or references to booked events, as well as any other advertising measures, shall generally require the advance consent of NTT. If publication is made without consent, then NTT shall have the right to cancel the event and to insist on cessation.
- 7.3. For evening events that continue after 10 p.m., NTT reserves the right to charge a special surcharge for the staff.
- 7.4. Agreed room rents shall apply exclusively to the provision of the premises with their systems and facilities and the furnishings desired by the organizer, if available.
- 7.5. Option dates shall be binding upon both contracting partners. NTT reserves the right to rent the banquet premises to other parties after the end of the option.
- 7.6. Packaging materials (cardboard, boxes, plastic, etc.) that are delivered by the organizer for conferences, exhibitions, presentations, etc., must be disposed of or removed again by the organizer. If the organizer charges NTT with disposal of packaging material, NTT reserves charging the costs for this.
- 7.7. For music events, the organizer shall be responsible for the GEMA (German Society for Musical Performing and Mechanical Reproduction Rights) registration.

8. Technical facilities and connections; client's activities

- 8.1. To the extent that NTT procures any technical and other facilities from third parties for the client at its request, it shall act in the name, with the power of attorney and for the account of the client. NTT shall also order any third-party services of any other kind exclusively for the account and in the name of the client. The client or organizer shall fully indemnify NTT for any third-party claims.

- 8.2.** The client shall be liable for careful treatment and proper return. It shall indemnify NTT from any third-party claims from the provision of these facilities.
- 8.3.** Use of the client's own electrical facilities using the power grid of NTT shall require advance written consent. Any faults or damage to the technical systems occurring from use of these devices shall be at the client's expense as far as NTT is not at fault for them. NTT may record and charge the power costs incurred by use at a flat rate.
- 8.4.** With the consent of NTT, the client shall have the right to use its own phone, telefax and data transmission facilities. NTT may demand a connection fee for this.
- 8.5.** If connection of the client's own facilities leaves any suitable systems of NTT unused, loss compensation may be charged.
- 8.6.** Faults of the technical or other facilities provided by NTT shall be remedied at once as far as possible. Payments cannot be retained or reduced if NTT is not at fault for such faults.
- 8.7.** The maximum permitted number of persons when renting the entire premises shall be 95. The client shall be obligated to take the measures required to comply with this limit.

9. Loss or damage of objects brought along; client's duties

- 9.1.** Exhibition or other, including personal, objects brought along shall be in the event premises at the client's risk.
- 9.2.** NTT shall not assume any liability for loss, destruction or damage, not even for asset damage, except in case of gross negligence or wilful intent of NTT. This shall not include damage from injury to life, limb, or health. Any cases where storage is a duty typical for the contract based on the circumstances of the specific case shall be excluded from this exemption from liability.
- 9.3.** Decoration material brought along must comply with the fire-protection requirements. NTT shall have the right to demand authority proof of this. If such proof is not rendered, NTT shall have the right to remove any material already introduced at the client's expense. Due to possible damage, setup and attachment of objects must be coordinated with NTT beforehand. NTT may also reduce introduction of objects for other justified reasons.
- 9.4.** Any exhibition or other objects brought along must be removed without undue delay after the end of the event. If the client neglects to do this, NTT may remove and store them at the client's expense. If the objects remain in the event room, NTT may charge an appropriate compensation for use for the duration of the presence. The client shall have the right to prove that the above claim did not arise or did not arise in the amount charged.
- 9.5.** Emergency exits and rescue paths must be kept clear at all times. Escape routes must be observed when putting up chairs.
- 9.6.** The organizer shall be liable towards NTT for service providers who work in the premises of NTT on its behalf, specifically where observation of the following obligations is concerned:
- No smoking in the public areas
 - Clean, intact wardrobe, muted colors
 - Food must only be eaten in the marked areas
 - Deliveries are only permitted on the paths assigned by NTT
 - Structures in public areas must be coordinated with NTT
- 9.7.** The organizer is obligated to ensure a volume appropriate for the surroundings at its events, in particular after midnight. NTT shall have the right to regulate the volume as far as the volume is not significantly impaired.

10. Client's liability for damage

- 10.1.** If the client is an entrepreneur, it shall be liable for any damage to the building or inventory that was caused by event participants or visitors, employees, its service

providers or other third parties from its area or by it directly, according to the statutory provisions.

- 10.2.** NTT may demand the provision of appropriate collateral from the client (e.g. insurances, deposits, guarantees). In particular, NTT may demand proof of the existence of appropriate liability insurances from the client.

11. Final provisions

- 11.1.** Any amendments to or restatements of the contract, acceptance of the application or these Terms and Conditions of Business for Events are to be made in writing. Unilateral amendments or restatements by the client shall not be valid. The exclusive place of jurisdiction shall be Frankfurt am Main, Germany.
- 11.2.** German law shall apply. Application of the United Nations Convention on Contracts for the International Sale of Goods and the conflict-of-laws provisions shall be excluded.
- 11.2.** If individual provisions of these General Terms and Conditions of Business for Events are invalid or void, such shall be without prejudice to validity of the remaining provisions. Apart from this, the statutory provisions shall apply.

NTT Global Data Centers EMEA GmbH

Voltastraße 15

65795 Hattersheim am Main

Member of Management:

Ingmar Dilßner

Volker Ludwig

Florian Winkler

County court

Frankfurt am Main

HRB 77478

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