

BSSCD - BRANDSECURESYSTEM (BSS) COMPLIANCE DOCUMENTATION

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This compliance documentation governs the acquisition and use of BSS services by the customer. If the customer registers for a free trial of the BSS services or for free services, the relevant provisions of this agreement also apply to the free trial or free services.

By accepting this agreement – (1) by completing an order form that references this agreement, or (2) by using free services – the customer agrees to the terms of this agreement. If the person accepting this agreement does so on behalf of a company or other legal entity, that person confirms they have the authority to bind this legal entity and its affiliates to these terms. In such a case, the term „Customer“ refers to that legal entity and its affiliates. If the person accepting this agreement does not have such authority or disagrees with the terms, they must not accept the agreement or use the services.

The services may not be used for the purpose of monitoring their availability, performance, or functionality, or for other benchmarking or competitive purposes. Direct competitors of Plöckl Media Group GmbH are excluded from using the services, unless Plöckl Media Group GmbH has previously provided written consent. This agreement was last updated on 07/01/2025. It comes into effect between the customer and Plöckl Media Group GmbH from the date of acceptance of this agreement by the customer (the „Effective Date“).

1. Responsibilities

1.1 Provision of Purchased Services. Plöckl Media Group GmbH will (1) provide the services and content to the customer in accordance with this agreement and the relevant order forms, (2) provide the customer with standard BSS support for the purchased services at no additional cost, (3) make commercially reasonable efforts to make the online services available, except in the following cases: (i) scheduled downtime, and (ii) any unavailability caused by circumstances outside the reasonable control of Plöckl Media Group GmbH, including but not limited to force majeure, governmental actions, floods, fires, earthquakes, civil unrest, terrorism, strikes or other labor disputes (except those affecting Plöckl Media Group GmbH employees), failures or delays by internet service providers, non-BSS applications, or denial-of-service attacks, and (d) provide the services in accordance with the laws and governmental regulations applicable to the provision of BSS services for their customers generally (i.e., without regard to the specific use of the services by the customer), and subject to the use of the services by the customer and users in accordance with this agreement and the relevant order form.

1.2 Protection of Customer Data. Plöckl Media Group GmbH will maintain appropriate administrative, physical, and technical safeguards to ensure the security, confidentiality, and integrity of customer data. These safeguards include, among others, measures aimed at preventing unauthorized access to or disclosure of customer data (other than by the customer or user). The provisions of the privacy policy available at <https://brandsecuresystem.com/datenschutzerklaerung/>, published as of the Effective Date, are hereby incorporated into this agreement by reference. For the purposes of the standard contractual clauses, the customer and its respective affiliates are deemed the data exporters, and the customer's acceptance of this agreement, as well as the signing of an order form by the customer's respective affiliate, constitutes the affiliate's signature of the standard contractual clauses and their annexes. Upon the customer's request, made within 30 days after the Effective Date or the termination or expiration of this agreement, Plöckl Media Group GmbH will make customer data available to the customer for export or download. After the expiration of this 30-day period, Plöckl Media Group GmbH has no obligation to retain or provide customer data. Plöckl Media Group GmbH will delete or destroy all copies of customer data in its systems or otherwise in its possession or control, unless prohibited by law.

1.3 Personnel. Plöckl Media Group GmbH is responsible for the performance of its personnel (including employees and contractors) and their compliance with the obligations under this agreement, except as otherwise provided in the agreement.

1.4 Free Trial. If the customer registers for a free trial of the BSS services on the website, Plöckl Media Group GmbH will provide the customer with the corresponding services on a trial basis and free of charge until the earlier of the following: (a) the end of the trial period for which the customer registered to use the service, (b) the start of the subscription period for the purchased services the customer ordered for this service, or (c) termination by Plöckl Media Group GmbH at its discretion. Additional trial conditions may appear on the registration page for the trial version. These additional conditions are incorporated into this agreement by

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reference and are legally binding. Customer data entered into the services and any customizations made during the free trial period will be permanently lost unless the customer subscribes to the same services covered by the trial, upgrades to a corresponding service, or exports this data before the end of the trial period. The customer may not transfer any data entered or customizations made during the free trial to a service that represents a downgrade compared to the service covered by the trial. Therefore, if the customer acquires a service that represents a downgrade compared to the service covered by the trial, the customer must export the data before the trial ends, otherwise, the customer data will be permanently lost. Notwithstanding the provisions regarding representations, warranties, exclusive remedies, and disclaimers of liability, as well as indemnification by Plöckl Media Group GmbH below, the services during the free trial are provided „as is“ without any warranties, and Plöckl Media Group GmbH assumes no indemnity obligations and no liability of any kind with regard to the services provided during the free trial, unless the disclaimer is not enforceable under applicable law, in which case Plöckl Media Group GmbH's liability for the services provided during the free trial shall not exceed €1,000. Notwithstanding the above, Plöckl Media Group GmbH does not make any statement or warranty that: (a) the customer's use of the services during the free trial will meet the customer's requirements, (b) the customer's use of the services during the free trial will be uninterrupted, timely, secure, and error-free, or (c) the usage data provided during the free trial will be accurate. Notwithstanding anything in the ‚Limitation of Liability‘ section below, the customer is fully liable to Plöckl Media Group GmbH for any damages resulting from the use of the services during the free trial, for any breach of this agreement by the customer, and for any indemnification obligations of the customer hereunder.

1.5 Free Services. Plöckl Media Group GmbH may provide the customer with free services. The use of the free services is subject to the terms of this agreement. In the event of a conflict between this section and any other part of this agreement, this section shall prevail. The customer agrees that Plöckl Media Group GmbH may, at its sole discretion and for any reason or without reason, terminate the customer's access to the free services or any part thereof. The customer agrees that such termination of access to the free services may occur without prior notice, and the customer agrees that Plöckl Media Group GmbH shall not be liable to the customer or any third party for such termination. The customer is solely responsible for exporting customer data from the free services before the termination of the customer's access for any reason. If Plöckl Media Group GmbH terminates the customer's account, it will, unless required by law, provide the customer with a reasonable opportunity to retrieve their customer data. Notwithstanding the provisions regarding representations, warranties, exclusive remedies, and disclaimers of liability, as well as indemnification by Plöckl Media Group GmbH below, the services during the free trial are provided „as is“ without any warranty, and Plöckl Media Group GmbH assumes no indemnification obligations and no liability of any kind regarding the free trial services, unless the disclaimer is not enforceable under applicable law, in which case Plöckl Media Group GmbH's liability for the services provided during the free trial shall not exceed €1,000. Notwithstanding the foregoing, Plöckl Media Group GmbH makes no statement or warranty that: (a) the customer's use of the services during the free trial will meet the customer's requirements, (b) the customer's use of the services during the free trial will be uninterrupted, timely, secure, and error-free, and (c) the usage data provided during the free trial will be accurate. Notwithstanding anything in the ‚Limitation of Liability‘ section below, the customer is fully liable to Plöckl Media Group GmbH for any damages arising from the use of the services during the free trial, for any breach of this agreement by the customer, and for any indemnification obligations of the customer hereunder.

2. Use of Services and Content

2.1 Subscriptions. Unless otherwise specified in the corresponding order form: (a) Purchased services and access to content are purchased as subscriptions for the duration specified in the order form, (b) Subscriptions for purchased services may be added during a subscription term, pro-rated for the remaining portion of the subscription term at the time the subscriptions are added, and (c) All added subscriptions will end on the same date as the underlying subscription. The customer agrees that their purchases are not dependent on the delivery of future features or functionalities, nor are they dependent on any oral or written public statements by Plöckl Media Group GmbH about future features or functionalities.

2.2 Usage Limits. Services and content are subject to usage limits specified in the order forms. If the customer exceeds a contractually defined usage limit, Plöckl Media Group GmbH may work with the customer to attempt to reduce the customer's usage to align with that limit. If, despite Plöckl Media Group GmbH's

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efforts, the customer is unable or unwilling to adhere to the contractually defined usage limit, the customer will promptly execute an order form for additional quantities of the relevant services or content upon Plöckl Media Group GmbH's request and/or pay any invoices for excess usage in accordance with the billing and payment section below.

2.3 Customer Responsibilities. The customer will: (a) be responsible for ensuring that users comply with this agreement and the order forms, (b) be responsible for the accuracy, quality, and legality of the customer data, how the customer has obtained the customer data, the use of the customer data by the customer with the services, and the interoperability of non-Plöckl Media Group GmbH applications with which the customer uses the services or content, (c) make commercially reasonable efforts to prevent unauthorized access to or use of the services and content, and immediately notify Plöckl Media Group GmbH of any such unauthorized access or use, (d) use the services and content only in accordance with this agreement, the order forms, and applicable laws and regulations, and (e) comply with the terms of use of non-Plöckl Media Group GmbH applications with which the customer uses the services or content. Any use of the services by the customer or user that violates the foregoing provisions and, in Plöckl Media Group GmbH's opinion, jeopardizes the security, integrity, or availability of Plöckl Media Group GmbH's services, may result in immediate suspension of the services by Plöckl Media Group GmbH. However, Plöckl Media Group GmbH will make commercially reasonable efforts, under the circumstances, to notify the customer and offer them an opportunity to remedy such a violation or threat before suspending the services.

2.4 Usage Restrictions. The customer will: (1) not make any service or content available to any person other than the customer or users or use a service or content for the benefit of any person other than the customer or its affiliates, unless expressly stated otherwise in an order form, (2) not sell, resell, license, sublicense, distribute, rent, or lease any service or content, or include any service or content in a service bureau or outsourcing offering, (3) not use any service or non-Plöckl Media Group GmbH application to store or transmit infringing, defamatory, or otherwise unlawful or harmful material, or to store or transmit material that violates third-party privacy rights, (4) not use any service or non-Plöckl Media Group GmbH application to store or transmit malicious code, (5) not interfere with or disrupt the integrity or performance of a service or the data it contains from third parties, (6) not attempt to gain unauthorized access to a service or content or associated systems or networks, (7) not permit direct or indirect access to or use of services or content in a way that bypasses a contractual usage limit, or use services to access, copy, or use Plöckl Media Group GmbH's intellectual property unless expressly permitted under this agreement or an order form, (8) not modify, copy, or create derivative works of any part, feature, or user interface of a service, (9) not copy any content, unless permitted hereunder or in an order form, (10) not frame or mirror any part of a service or content, except for framing on the customer's own intranets or otherwise for internal business purposes, (11) unless permitted by applicable law, not disassemble, reverse engineer, or decompile any service or content, or access it to: (a) create a competing product or service, (b) create a product or service using similar ideas, features, functions, or graphics as the service, (c) copy the ideas, features, functions, or graphics of the service, or (d) determine whether the services are subject to a patent.

2.5 Removal of Content and Non-Plöckl Media Group GmbH Applications. If the customer receives notice, including from Plöckl Media Group GmbH, that content or a non-Plöckl Media Group GmbH application must no longer be used or must be removed, modified, and/or disabled to avoid a violation of applicable law, third-party rights, or the acceptable use policy and external services, the customer will promptly take such action. If the customer fails to take the required actions, including deleting content the customer may have downloaded from the services, as outlined above, or if Plöckl Media Group GmbH believes that a continued violation is likely to recur, Plöckl Media Group GmbH may deactivate the relevant content, services, and/or non-Plöckl Media Group GmbH applications. If requested by Plöckl Media Group GmbH, the customer must confirm in writing the deletion and cessation of use of such content and/or non-Plöckl Media Group GmbH applications, and Plöckl Media Group GmbH is entitled to share a copy of this confirmation with the relevant third-party claimant or competent authority, where applicable. Additionally, if Plöckl Media Group GmbH is asked by a third-party rights holder to remove content, or receives information that content provided to the customer may violate applicable law or third-party rights, Plöckl Media Group GmbH may suspend the customer's access to the content via the services.

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3. Non-Plöckl Media Group GmbH Products and Services.

3.1 Non-Plöckl Media Group GmbH Products and Services. Plöckl Media Group GmbH or third-party providers may provide third-party products or services, including but not limited to, non-Plöckl Media Group GmbH applications as well as implementation and other consulting services. Any procurement of such products or services by the customer and any data exchange between the customer and a third-party product or service shall occur solely between the customer and the respective third party. Plöckl Media Group GmbH makes no warranty and provides no support for non-Plöckl Media Group GmbH applications or other non-Plöckl Media Group GmbH products or services, whether or not such products are certified or otherwise designated by Plöckl Media Group GmbH, unless explicitly stated otherwise in an order form. Plöckl Media Group GmbH assumes no responsibility for the disclosure, modification, or deletion of customer data resulting from access by such a non-Plöckl Media Group GmbH application or its provider.

3.2 Integration with Non-Plöckl Media Group GmbH Applications. The services may include features developed for interoperability with non-Plöckl Media Group GmbH applications. Plöckl Media Group GmbH cannot guarantee the continued availability of such service features and may discontinue the provision of these features without providing the customer with a right to refund, credit, or other compensation, for example, if and without limitation, the provider of a non-Plöckl Media Group GmbH application stops making the non-Plöckl Media Group GmbH application available to interoperate with the corresponding service features in a manner acceptable to Plöckl Media Group GmbH.

4. Fees and Payment.

4.1 Fees. The customer will pay all fees specified in the order form. Unless otherwise stated in this agreement or the order form: (1) The fees are based on the purchased subscriptions for services and content and not on actual usage, (2) Payment obligations are non-cancellable, and paid fees are non-refundable, and (3) Purchased quantities may not be reduced during the corresponding subscription term.

4.2 Invoicing and Payment. The customer will provide Plöckl Media Group GmbH with a valid order form or another document accepted by Plöckl Media Group GmbH. Billing for the services listed in the order form will be done annually in advance. The customer agrees to pay the invoice within 30 days of the invoice date via bank transfer. All invoices are due for payment no later than 30 days after receipt. The customer is responsible for providing Plöckl Media Group GmbH with complete and accurate billing and contact information and must immediately inform Plöckl Media Group GmbH of any changes to this information.

4.3 Overdue Charges. If an invoiced amount is not received by Plöckl Media Group GmbH by the due date, Plöckl Media Group GmbH may, without limiting its rights or remedies: (a) Charge late fees at the rate of 1.5% of the outstanding amount per month, or the maximum permitted rate under applicable law, whichever is lower, and/or (b) Plöckl Media Group GmbH may link future subscription renewals and order forms to shorter payment terms than those specified in the „Billing and Payment“ section above.

4.4 Suspension of Service and Acceleration. If a fee owed by the customer under this or any other agreement for services is overdue by 30 days or more, Plöckl Media Group GmbH may, without limiting its other rights and remedies, accelerate the customer's outstanding payment obligations under these agreements, making all such obligations immediately due and payable, and suspend the services until such amounts are fully paid.

4.5 Zahlungstreitigkeiten. Plöckl Media Group GmbH will not exercise its rights under the above „Overdue Fees“ or „Service Suspension and Acceleration“ sections if the customer reasonably and in good faith disputes the applicable fees and makes reasonable efforts to resolve the dispute with due diligence.

4.6 Taxes. The fees charged by Plöckl Media Group GmbH do not include taxes, duties, customs, or similar government charges of any kind, including but not limited to value-added tax, sales tax, excise tax, or withholding tax that may be imposed by any jurisdiction (collectively referred to as „Taxes“). The customer is responsible for paying all taxes related to their purchases under this agreement. If Plöckl Media Group GmbH is legally required to pay or collect taxes for which the customer is responsible under this section, Plöckl Media Group GmbH will invoice the customer for these amounts, and the customer will pay such amounts, unless the customer provides Plöckl Media Group GmbH with a valid tax exemption certificate authorized by the applicable tax authority. Plöckl Media Group GmbH is solely responsible for taxes imposed on it based on its income, property, and employees.

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5. Proprietary Rights and Licenses

5.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Plöckl Media Group GmbH retains all rights, title, and interest in the services and content, including all associated intellectual property rights. No rights are granted to the customer except as expressly set forth in this agreement.

5.2 Access to and Use of Content. The customer has the right to access and use the relevant content, subject to the terms of the applicable order forms and this agreement.

5.3 Customer License to BSS. The customer grants Plöckl Media Group GmbH, its affiliates, and relevant contractors a worldwide, limited license to host, copy, use, transmit, and display any non-Plöckl Media Group GmbH applications and program code created by or for the customer using a service, or that the customer wishes to use with the services, as well as customer data, to the extent necessary for Plöckl Media Group GmbH to provide and operate the services and related systems under this agreement. If the customer chooses to use a non-Plöckl Media Group GmbH application with a service, the customer grants Plöckl Media Group GmbH permission to allow the non-Plöckl Media Group GmbH application and its provider to access customer data and information regarding the customer's use of the non-Plöckl Media Group GmbH application, to the extent necessary for the interoperability of the non-Plöckl Media Group GmbH application with the service. Subject to the limited licenses granted herein, Plöckl Media Group GmbH does not acquire any rights, title, or interest in or to the customer data, non-Plöckl Media Group GmbH application, or program code under this agreement.

6. Confidentiality

6.1 Definition of Confidential Information. Confidential Information refers to any information disclosed by one party („disclosing party“) to the other party („receiving party“), whether orally or in writing, that is marked as confidential or that should reasonably be considered confidential due to the nature of the information and the circumstances of disclosure. The customer's confidential information includes customer data; the confidential information of Plöckl Media Group GmbH includes the services and content, as well as the terms of this agreement and all order forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by that party. However, Confidential Information does not include information that: (1) Is or becomes generally known without any breach of obligation by the disclosing party; (2) Was already known to the receiving party prior to disclosure by the disclosing party, without breach of any obligation to the disclosing party; (3) Was received from a third party without the receiving party knowing of any breach of an obligation to the disclosing party; or (4) Was independently developed by the receiving party.

6.2 Protection of Confidential Information. Each party retains all ownership rights to its own Confidential Information. The receiving party will apply the same degree of care as it does to protect its own confidential information of a similar nature (but no less than reasonable care) to: (1) Ensure that it does not use the disclosing party's Confidential Information for purposes outside the scope of this agreement; and (2) Restrict access to the disclosing party's Confidential Information to those of its and its affiliates who need access for purposes consistent with this agreement, and who have signed confidentiality agreements with the receiving party containing protection provisions that are no less protective than those set forth herein. Neither party will disclose the terms of this agreement or any order form to any third party, except for its affiliates, legal advisors, and auditors, without the prior written consent of the other party, provided that a party disclosing to its affiliate, legal advisor, or auditor remains responsible for ensuring that such third party complies with the confidentiality provisions. Notwithstanding the above, Plöckl Media Group GmbH may disclose the terms of this agreement and any applicable order form to a contractor or a non-Plöckl Media Group GmbH application provider as necessary to fulfill Plöckl Media Group GmbH's obligations under this agreement, subject to confidentiality terms that are materially as protective as those set forth herein.

6.3 Compelled Disclosure. The receiving party may disclose the disclosing party's Confidential Information to the extent required by law, provided that the receiving party gives the disclosing party prior notice of the mandatory disclosure (to the extent legally permissible) and provides reasonable assistance, at the disclosing party's expense, if the disclosing party wishes to contest the disclosure. If the receiving party is required by law to disclose the disclosing party's Confidential Information in connection with a legal proceeding in which the disclosing party is involved, and the disclosing party does not contest the disclosure, the disclosing party

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will reimburse the receiving party for reasonable costs incurred in assembling and providing secure access to such Confidential Information.

7. Representations, Warranties, Exclusive Remedies, and Disclaimers

7.1 Representations. Each party represents that it has validly executed this agreement and has the legal authority to do so.

7.2 Plöckl Media Group GmbH Warranties. Plöckl Media Group GmbH warrants that during the applicable subscription term: (1) This agreement, the order forms, and the documentation accurately describe the relevant administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of customer data; (2) Plöckl Media Group GmbH will not materially decrease the overall security of the services; (3) The services will operate in substantial accordance with the relevant documentation; and (4) Subject to the „Integration with Non-Plöckl Media Group GmbH Applications“ section above, Plöckl Media Group GmbH will not materially decrease the overall functionality of the services.

7.3 Disclaimers. Except for the warranties expressly provided herein, neither party makes any warranties of any kind, either express, implied, statutory, or otherwise. Each party expressly excludes all implied warranties, including implied warranties of merchantability, fitness for a particular purpose, or non-infringement, to the extent permitted by applicable law. Services provided for free, as well as content and beta services, are provided „as is“ and „as available,“ without any warranty.

8. Mutual Indemnification

8.1 Indemnification by Plöckl Media Group GmbH. Plöckl Media Group GmbH will defend the customer against any lawsuit, claim, or legal action brought by a third party against the customer, alleging that a purchased service infringes or misappropriates the intellectual property rights of that third party (a „Claim Against the Customer“), and will indemnify the customer for any damages, attorney fees, and costs ultimately imposed on the customer or amounts the customer pays as part of a settlement of such a claim, provided that the customer (a) promptly notifies Plöckl Media Group GmbH in writing of the Claim Against the Customer, (b) grants Plöckl Media Group GmbH sole control over the defense and settlement of the Claim Against the Customer (provided that Plöckl Media Group GmbH will not settle the Claim Against the Customer without unconditional indemnity of the customer from any liability), and (c) provides Plöckl Media Group GmbH with all reasonable assistance, at Plöckl Media Group GmbH's expense. If Plöckl Media Group GmbH receives information about a claim of infringement or misappropriation related to a service, Plöckl Media Group GmbH may, at its discretion and at no cost to the customer, (1) modify the services so that they no longer are claimed to be infringing or misappropriating, without violating the Plöckl Media Group GmbH warranties under the „Plöckl Media Group GmbH Warranties“ section, (2) obtain a license for the continued use of the service by the customer under this agreement, or (3) terminate the customer's subscription to that service upon 30 days' written notice and refund any prepaid fees for the remainder of the term of the terminated subscription. The above defense and indemnification provisions do not apply if: (1) the claim does not specify with sufficient particularity that the services are the basis of the Claim Against the Customer; (2) the Claim Against the Customer arises from the use or combination of the services or any part thereof with software, hardware, data, or processes not provided by Plöckl Media Group GmbH, where the services or their use would not constitute infringement without such combination; (3) the Claim Against the Customer arises from services under an order form for which no fee is due; or (4) the Claim Against the Customer arises from content, a non-Plöckl Media Group GmbH application, or a breach of this agreement or the applicable order forms by the customer.

8.2 Indemnification by Customer. The customer will defend Plöckl Media Group GmbH against any lawsuit, claim, or legal action brought by a third party against Plöckl Media Group GmbH, which: (a) alleges that the combination of a non-Plöckl Media Group GmbH application or configuration provided by the customer, used with the services, infringes or misappropriates the intellectual property rights of that third party; or (b) arises from (1) the unlawful use of the services or content by the customer or breach of the agreement or the order form, (2) any customer data or the use of customer data by the customer in connection with the services, or (3) a non-Plöckl Media Group GmbH application provided by the customer (each, a „Claim Against Plöckl Media Group GmbH“). The customer will indemnify Plöckl Media Group GmbH for any damages, attorney fees, and costs ultimately imposed on Plöckl Media Group GmbH. Plöckl Media Group GmbH (1) promptly

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notifies the customer in writing of the Claim Against Plöckl Media Group GmbH, (2) grants the customer sole control over the defense and settlement of the Claim Against Plöckl Media Group GmbH (except that the customer may not settle any claim against Plöckl Media Group GmbH unless the customer unconditionally releases Plöckl Media Group GmbH from any liability), and (3) provides the customer with all reasonable assistance, at the customer's expense. The above defense and indemnification provisions do not apply if a claim against Plöckl Media Group GmbH is based on a breach by Plöckl Media Group GmbH of this agreement or the applicable order forms.

8.3 Exclusive Remedy. This section „Mutual Indemnification“ sets forth the sole liability of the indemnifying party to the indemnified party and the exclusive remedy of the indemnified party against the indemnifying party for any third-party claims described in this section.

9. Limitation of Liability

9.1 Limitation of Liability. Under no circumstances shall the total liability of either party and its affiliates arising out of or in connection with this agreement exceed the total amount paid by the customer and its affiliates for the relevant services in the twelve months preceding the first incident giving rise to the liability. This limitation of liability applies regardless of whether the claim is based on contract or tort, and regardless of the theory of liability. However, this limitation does not apply to the customer's payment obligations and those of its affiliates under the „Fees and Payment“ section of this agreement.

9.2 Exclusion of Consequential and Related Damages. Under no circumstances shall either party or its affiliates be liable for loss of profits, revenues, business value, indirect, special, incidental, consequential damages, cover costs, business interruptions, or punitive damages arising out of or in connection with this agreement, regardless of whether the claim is based on contract or tort, and regardless of the theory of liability, even if a party or its affiliates were advised of the possibility of such damages, or if a party's or its affiliates' remedy does not achieve its essential purpose. However, this exclusion of liability does not apply if prohibited by applicable law.

10. Term and Termination

10.1 Term of Agreement. This agreement will become effective on the date the customer first accepts it and will remain in effect until all subscriptions under this agreement have expired or been terminated.

10.2 Term of Purchased Subscriptions. The term of each subscription will be specified in the applicable order form.

10.3 Termination. A party may terminate this agreement for cause:

- (1) By providing written notice to the other party with a 30-day notice period in the event of a material breach, if such breach is not cured by the end of the notice period; or
- (2) If the other party becomes subject to insolvency proceedings or any other proceedings related to insolvency, receivership, liquidation, or an assignment for the benefit of creditors.

10.4 Refund or Payment upon Termination. If this agreement is terminated by the customer under the „Termination“ clause above, Plöckl Media Group GmbH will refund the customer any prepaid fees for the remainder of the term of all order forms after the termination date. If this agreement is terminated by Plöckl Media Group GmbH under the „Termination“ clause above, the customer must pay all outstanding fees for the remainder of the term of all order forms, to the extent permitted by applicable law. Under no circumstances does termination relieve the customer of its obligation to pay any fees due to Plöckl Media Group GmbH for the period prior to the termination date.

10.5 Surviving Provisions. The sections titled „Free Services,“ „Fees and Payment,“ „Ownership Rights and Licenses,“ „Confidentiality,“ „Disclaimers,“ „Mutual Indemnification,“ „Limitation of Liability,“ „Refund or Payment Upon Termination,“ „Removal of Content and Non-Plöckl Media Group GmbH Applications,“ „Surviving Provisions,“ and „General Provisions“ will remain in effect even after the termination or expiration of this agreement. The „Protection of Customer Data“ section will also remain in effect as long as Plöckl Media Group GmbH retains the customer data.

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11. General Provisions

11.1 Export Compliance. The services, content, and other Plöckl Media Group GmbH technologies may be subject to the export laws and regulations of the European Union, the United States of America, and other jurisdictions. Both Plöckl Media Group GmbH and the customer confirm that they are not listed on any restricted party lists by the EU or the US Department of Commerce. The customer will not permit any user to access or use any service or content in any country or region that is subject to an EU or US embargo or violate EU or US export laws or regulations.

11.2 Anti-Corruption. Neither party has received or offered any illegal or improper bribes, kickbacks, payments, gifts, or other benefits from or to any employee or agent of the other party in connection with this agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate this restriction. The Plöckl Media Group GmbH Code of Conduct (CoC), available at www.be-pmg.de/CoC, is considered acknowledged in the case of entering into a contract.

11.3 Entire Agreement and Order of Precedence. This agreement constitutes the complete agreement between Plöckl Media Group GmbH and the customer regarding the use of services and content by the customer and supersedes all prior and contemporaneous agreements, proposals, or representations, whether written or oral, related to the subject matter of this agreement. The parties agree that any term included in a customer order or other customer order documentation (other than order forms) is void. In the event of any conflict or inconsistency between the following documents, the following order of precedence will apply: (1) the applicable order form and (2) this agreement. The titles and headings of sections in this agreement are for convenience only and shall not affect the interpretation of the provisions of this agreement.

11.4 Relationship of the Parties. The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency, trust, or employment relationship between the parties. Each party is solely responsible for the payment of all compensation to its employees and all related employment taxes.

11.5 Third-Party Beneficiaries. There are no third-party beneficiaries to this agreement.

11.6 Waiver. The failure or delay of a party to exercise a right under this agreement does not constitute a waiver of that right.

11.7 Severability. If any provision of this agreement is determined by a competent court to be unlawful or unenforceable, that provision will be considered null and void, and the remaining provisions of this agreement will remain in full force and effect.

11.8 Assignment. Neither party may assign its rights or obligations under this agreement, by law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld); however, either party may assign this agreement in its entirety (including all order forms) without the consent of the other party to an affiliate or in connection with a merger, acquisition, corporate reorganization, or the sale of all or substantially all of its assets. Notwithstanding the above, if a party is acquired by a direct competitor of the other party, sells all or substantially all of its assets to such a competitor, or undergoes a change of control in favor of a direct competitor of the other party, the other party may terminate this agreement upon written notice. In the event of such termination, Plöckl Media Group GmbH will refund the customer any prepaid fees for the remainder of the term of all subscriptions for the period after the termination date. Subject to the above, this agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

11.9 Plöckl Media Group GmbH Contracting Entity, Notices, Governing Law, and Venue. The Plöckl Media Group GmbH entity entering into this agreement, the address to which the customer should direct notices under this agreement, the applicable law for disputes or claims arising out of or in connection with this agreement, and the courts with jurisdiction over such disputes or claims, shall be the courts in Ingolstadt, Bavaria, Germany.

11.10 Method of Notification. Unless otherwise specified in this agreement, all notices under this agreement must be in writing and will be deemed effective when (1) delivered in person, (2) the second business day after mailing, or (3) in the case of notices by email (except for notices regarding termination or indemnity

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claims, which must be „Legal Notices“), the day of sending via email. Notices regarding billing to the customer should be sent to the billing contact designated by the customer. All other notices to the customer should be sent to the customer’s designated system administrator for the relevant services.

11.11 Governing Law and Jurisdiction Agreement. Each party agrees to the governing law set forth above, without regard to conflict of laws or jurisdictional rules, and to the exclusive jurisdiction of the courts specified above.