

General Terms and Conditions of VEACT GmbH for the Sale of Products to Customers

Preamble

VEACT GmbH (hereinafter referred to as "VEACT") operates as a service provider offering the various services in its portfolio to its Customers (hereinafter referred to as "Customer") in connection with activities in the field of after-sales and related subject areas.

This includes in particular the following product and service groups:

- (1) Provision of IT interfaces (DataHub), especially to applications of cooperation partners;
- (2) Software licence for VEACT platforms (in particular ASMC, VEACT Analytics Platform); and
- (3) Campaigns via third-party providers.

All orders of such aforementioned services and performances and thus the conclusion of a contract between VEACT and you as a Customer are based on the following General Terms and Conditions (hereinafter referred to as "GTC") of VEACT, the knowledge and consideration of which you acknowledge and confirm when you request a service by means of an order form or via the customer portal.

You can view the GTC here and print them out if required. Note that you can view and download these GTC at any time on the VEACT website.

1. Scope of application and amendments to the GTC

- 1.1. VEACT shall provide all services in accordance with the following provisions as integral parts of the contract. These form the basis for the provision of services by VEACT.

They apply in the following order of application:

- a) the service request (order form or customer portal);
 - b) the product and price information;
 - c) the service description (if available);
 - d) the provisions of the Data Processing Assignment Agreement to be concluded separately pursuant to Article 28 (2) of the GDPR ("DPAA"); and
 - e) the provisions of the present GTC.
- 1.2. In the event of contradictions between different parts of the contract, the parts preceding in the above order shall take precedence over the parts following in that order.
 - 1.2. In all other respects, statutory provisions shall apply.
 - 1.4. The Customer's general terms and conditions shall not become part of this contract at any time, not even through later inclusion, e.g. when printed on cover letters, unless the parties expressly agree otherwise.
 - 1.5. VEACT reserves the right to amend these GTC insofar as this does not affect essential provisions of the contractual relationship and this is necessary to adapt to developments which were not

foreseeable at the time the contract was concluded, and the failure to take them into account would significantly affect the balance of the contractual relationship. Essential provisions are, for example, those concerning the type and scope of the contractually agreed services and the term including the provisions on termination. In addition, adjustments or additions to the present GTC may be made insofar as this is necessary to eliminate difficulties in the performance of the contract due to loopholes that have arisen after the conclusion of the contract. This may be the case in particular if the case law changes and one or more clauses of these GTC are affected by this. The Customer shall be notified in writing (by post, fax or e-mail) of any intended amendments to these GTC at least six weeks before they take effect.

- 1.5.1. The Customer has the right to object within a period of six weeks from receipt of the notification of change. The objection must be made in writing or in text form. The objection shall be deemed to have been made within the time limit if it is received by VEACT within the objection period. If the Customer objects to the amendment of the GTC, the previously valid GTC shall continue to apply without amendments. Express reference is made to clauses 9.4.2.1. and 9.4.2.2.
- 1.5.2. If the Customer does not terminate or object within six weeks after receipt of the notification of change, the changes shall become an effective part of the contract for the provision of the services by VEACT upon expiry of the objection period. The Customer shall be specifically informed of this consequence in the notification of change.

2. VEACT services

- 2.1. The nature and scope of VEACT's services are determined by the specific agreements reached between the parties regarding the properties, features and performance characteristics of the services and products, as can be seen in particular from the service request completed by the Customer (via form or customer portal). In all other respects, the nature and scope of the contractual services shall be determined by the service description, any agreed additional terms and conditions and these GTC.
- 2.2. VEACT is entitled to modify and adapt its services and performance in the interest of the Customer, in particular in the event of technological developments and changes in relevant framework conditions for IT security, provided that the purpose of the contract for the Customer is not affected or is only insignificantly affected. VEACT will inform the Customer at least six weeks before the change. Express reference is made to clause 9.4.2.2. If the Customer does not terminate the contract within six weeks of receipt of the notification of change, the changes shall become an effective part of the contract upon expiry of the objection period. The Customer shall be specifically informed of this consequence in the notification of change.

3. Subcontractors

- 3.1. VEACT shall be entitled to use subcontractors who are professionally suitable and capable for the performance of the services. VEACT shall provide the Customer with a list of the used subcontractors electronically when the services are requested for the first time and in the event of a change of subcontractors.
- 3.2. VEACT shall be liable for subcontractors used in accordance with statutory provisions.

4. Prices, terms of payment

- 4.1. The prices stated in the service request (via form or customer portal) or in the VEACT price list are decisive for the provision of the services. All prices stated therein are net prices in euros.

- 4.2. Annual prices shall be payable in full in advance for the entire calendar year, commencing on the date on which VEACT provides the services. Other prices, in particular usage-dependent prices, are to be paid after VEACT has provided the service.
- 4.3. VEACT may adjust the prices for all products, services and licences due to a change in the cost of doing business at any time with six weeks' notice to the end of the month. This does not apply if the service is to be provided within four months of the conclusion of the contract. An adjustment of the prices may be made by stating specific reasons, in particular in the event of a change in server costs or printing costs. The Customer shall be notified in writing (by post, fax or e-mail) of any intended adjustments to the prices at least six weeks before they take effect. Express reference is made to clause 9.4.2.2.
 - 4.3.1. The Customer has the right to object within a period of six weeks from receipt of the adjustment notification. The objection must be made in writing or in text form. The objection shall be deemed to have been made within the time limit if it is received by VEACT within the objection period. If the Customer objects to the adjustment of the prices, the previously valid prices shall continue to apply without changes. Express reference is made to clause 9.4.2.1.
 - 4.3.2. If the Customer does not object within six weeks after receipt of the change notification, the changes shall become an effective part of the contract upon expiry of the deadline. The Customer shall be specifically informed of this consequence in the notification of change.
- 4.4. Payment shall be due within fourteen calendar days after receipt of the invoice by the Customer, unless the parties have expressly agreed otherwise in writing. The final price to be paid by the Customer to VEACT shall be the price within the meaning of clause 4.1 plus the statutory value added tax applicable at the time.
- 4.5. The invoice amount is to be paid to the account specified in the VEACT invoice. It must be credited to VEACT's account no later than the seventh day after the due date (cf. clause 4.4).
- 4.6. The Customer shall only have a right of set-off if the counterclaim has been legally established or is undisputed. The Customer shall only be entitled to assert a right of retention due to counterclaims arising from this contractual relationship.
- 4.7. If the Customer is in arrears with two payments due in each case, VEACT may block services and refuse to provide any further services until payment is made.
- 4.8. In the event of late payment, VEACT may demand reimbursement of expenses for each unauthorised return debit note in the amount of the costs actually incurred by the credit institution for the return debit note and to be proven by VEACT. The Customer reserves the right to prove that no damage has been incurred or that the damage is significantly lower.

5. Duties and obligations of the Customer

- 5.1. The Customer is obliged to provide the data necessary for the provision of VEACT's services and performance completely and correctly and to notify VEACT of any changes without delay. This applies in particular to the address data and the e-mail address.
- 5.2. The parties agree that VEACT may also send information and declarations concerning the contractual relationship to the Customer's e-mail address. The Customer will regularly check the e-mail address that serves as the contact address for VEACT.
- 5.3. The Customer is obliged to set up its systems and programs in such a way that neither the security, integrity nor availability of the systems used by VEACT to provide its services is

impaired. In particular, the Customer shall use suitable protection programs (firewall and virus protection) in the latest version on its own computer hardware.

- 5.4. The Customer is not entitled to remove or circumvent the existing protective mechanisms of the software against unauthorised use. The Customer may not duplicate request codes or use them in any other way than for the services booked by means of the service request (by order form or via the customer portal). The Customer may not remove or alter any proprietary rights notices, other rights holder notices, serial numbers or other features serving to identify the software.
- 5.5. The Customer undertakes not to pass on personal access data (such as passwords) to other persons and to keep them protected from access by other persons. For security reasons, they must be changed before the first commissioning and at regular intervals thereafter. If there is reason to suspect that unauthorised persons have gained knowledge of the access data, the Customer must change these immediately. On electronic data carriers such as PCs, USB sticks and CD-ROMs, access data may only be stored in encrypted form.
- 5.6. The Customer shall create backup copies of all data at intervals appropriate to the application and in a suitable form, which it shall transfer to VEACT's servers, on other data carriers not held by VEACT.

6. Liability

- 6.1. VEACT or one of its vicarious agents shall only be liable for damages in the event of intent and gross negligence. If VEACT or one of its vicarious agents breaches an essential contractual obligation in a manner that endangers the purpose of the contract, liability shall be limited to the typical damage that VEACT could reasonably have foreseen at the time of conclusion of the contract, unless the breach of duty is intentional or grossly negligent. Material contractual obligations in this sense are those whose fulfilment makes the proper performance of the contract possible in the first place and on whose compliance the Customer regularly relies and may rely.
- 6.2. This limitation shall not apply in the event of injury to life, limb and/or health and in the event of liability under the German Product Liability Act (ProdHaftG).
- 6.3. Notwithstanding the foregoing provisions, the Customer shall be solely responsible for the integrity of its data and its proper transfer to VEACT's systems. If the Customer violates its obligations in this regard and damage results therefrom, the Customer shall be solely responsible for this and shall indemnify VEACT against any claims by third parties.
- 6.4. If delays in delivery and disruptions in performance occur as a result of events of force majeure or other cases in which the cause of the disruption in performance lies outside the sphere of responsibility of the contracting parties, neither of the contracting parties shall be responsible for them.
- 6.5. Events of force majeure include, in particular, strikes, lawful internal industrial action, war, terrorist attacks, riots, forces of nature, pandemics, epidemics, fire, sabotage attacks by third parties or the involuntary loss of approvals. The parties shall inform each other without delay of the occurrence of events of force majeure.

7. Copyrights and use

- 7.1. VEACT holds copyrights to VEACT's systems and software, including data, databases, graphics and forms.
- 7.2. The Customer shall be granted the non-transferable, non-exclusive right to use VEACT's systems and software in accordance with the contract for the duration of the contract. Any further use is not permitted. The Customer may not sell, rent or otherwise transfer to third parties the rights granted to it by VEACT in accordance with the contract.
- 7.3. Insofar as the Customer is contractually granted the authority to use software in a network, this does not include the right to provide the software to other companies or third parties for use. Any authorisation granted to use software in a network shall likewise not include the right to use the software at other establishments, operating sites, branches or offices of the Customer. A separate licence agreement shall be concluded for each business, operating facility, branch or office of the Customer, unless expressly agreed otherwise.
- 7.4. The Customer may not sell, transfer, lease, sublicense, modify, adapt, translate, reverse engineer, decompile or disassemble any component of the applications and data. The Customer may not create derivative products, attempt to determine the source code from the object code or use content or software for purposes other than the use of the respective application or other purposes authorised by VEACT.
- 7.5. Applications and data may not be copied or made available for public use, in whole or in part, unless expressly authorised in advance in writing by VEACT. These obligations shall also apply for the time after the end of the contract.
- 7.6. If the Customer has been provided with software for a limited period of time, the Customer shall no longer be authorised to use VEACT's systems and software or data after the end of the contract. The Customer is obliged to allow VEACT or its representative to uninstall the software in a timely manner. Excluded are the work results produced by the Customer in accordance with the contract until the termination of the contract. The Customer is responsible for the storage of work results for other, later use.
- 7.7. The Customer shall impose these obligations in the same way on its employees and vicarious agents.

8. Secrecy and data protection

- 8.1. The contracting parties undertake to keep confidential all information, documents and knowledge obtained in the performance of the commissioned services and to treat these confidentially, in particular not to exploit them or make them accessible to others. Both VEACT and the Customer shall ensure that employees deployed are bound by the confidentiality obligation.
- 8.2. Insofar as the Customer commissions VEACT with the collection, processing and/or use of personal data of the Customer and/or other third parties, VEACT undertakes to process such personal data only in accordance with the relevant provisions of data protection law, in particular Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR") and the Federal Data Protection Act ("BDSG") as well as laws and ordinances enacted for the application thereof, as well as exclusively in accordance with the instructions of the Customer, in particular not to use such data for other purposes

and not to store such data for longer than determined by the Customer. In particular, VEACT must also ensure and prove to the Customer upon request that the personnel used have been appropriately obligated to maintain data secrecy prior to commencing the provision of services. This also applies within the scope of commissioned data processing.

- 8.3 VEACT collects, processes and/or uses all personal data on behalf of the Customer in accordance with the provisions set out in more detail in a separate contract on commissioned processing pursuant to Article 28(3) GDPR. The data is processed exclusively for the purpose of fulfilling the contract. The Customer remains responsible for the lawfulness of the collection, processing and use of its customers' data in accordance with statutory provisions.
- 8.4. The Customer agrees that its data, including the personal data of its employees, are subject to data processing for the performance of the contract. The Customer is responsible to VEACT for obtaining the consent of its employees for the use of the data, if applicable.
- 8.5. The specific rights and obligations within the scope of the order processing relationship result from the separate written agreement within the meaning of Article 28(3) GDPR between VEACT and the Customer.
- 8.6. In all other respects, the responsibilities of the contracting parties shall be governed by statutory provisions.

9. Start of contract, contract term and termination

9.1. Start of the agreement

- 9.1.1. Subject to separate provisions, the contract shall be concluded upon receipt of the purchase order or order confirmation.
- 9.1.2. The start of the contract term is determined by the service request (form or Customer portal).

9.2. Commencement of service

From the beginning of the contract VEACT shall provide the service owed under the contract. If the service is not provided by VEACT until a later date, the term of the contract shall be extended by the period between the start of the contract and the date of commencement of service. In this case, the day on which the service is commenced marks the day for the start of the Customer's payment obligation.

9.3. Contract term and extension

- 9.3.1. The contract term is determined by the service request (form or customer portal).
- 9.3.2. In the case of subsequent order of upgrades etc. to basic services, the contract term is based on the respective basic services.
- 9.3.3. In the case of one-off services, the term of the contract ends at the time the service is provided, without the need for separate notice of termination.
- 9.3.4. If a minimum contract term is agreed in the service request (form or customer portal), the contract shall be automatically extended by the respective minimum contract term as long as it is not terminated by one party in writing or in text form with six weeks' notice to the respective end of the term. Unless otherwise stipulated in the service request (via form or customer portal), the renewal periods shall each be a maximum of one year if the minimum contract term is longer than one year.

9.4. Termination

9.4.1. Unless otherwise agreed in the service request (form or customer portal), a notice period of six months to the end of the month applies to contracts concluded for an indefinite period.

9.4.2. The right of the parties to extraordinary termination of the existing contract for good cause pursuant to Section 314 BGB (German Civil Code) remains unaffected by the above provisions.

9.4.2.1. In particular, VEACT has the right to terminate the contract without notice if

- a) the Customer objects to an amendment of the GTC in accordance with clause 1.5.1;
- b) the Customer objects to an adjustment of the prices in accordance with clause 4.3.1;
- c) the Customer is in arrears with payments, for example, despite two reminders;
- d) in the event of the discontinuation of a product.

9.4.2.2. The Customer shall in particular have a right to extraordinary termination if

- a) VEACT amends the present GTC in accordance with clause 1.5;
- b) VEACT adjusts the prices for the services in such a way that there is an increase in the prices;
- c) VEACT changes or adapts services to an extent which, contrary to clause 2.2, substantially impairs the purpose of the contract for the Customer.

The Customer shall have the right to extraordinary termination of the existing contract from receipt of the notification of change within a period of six weeks.

9.4.3. Cancellations may be made in writing or in text form. This requires a legible declaration naming the person making the declaration and made on a durable data carrier. This can be done in particular by written postal declaration, e-mail or fax. Notice of termination is deemed to have been given in due time if it is demonstrably received by VEACT within the notice period.

10. Other provisions

10.1. Contractual agreements between the contracting parties are only valid if made in text form within the meaning of Section 126b BGB, namely a legible declaration naming the person making the declaration and made on a durable data carrier. This can be done in particular by written postal declaration, e-mail or fax. Amendments or supplements to this contract must be made in text form in accordance with § 126b BGB in order to be effective. This also applies to a waiver of this requirement for text form.

10.2. The place of performance shall be VEACT's registered office in Munich, unless otherwise expressly agreed between the parties, in particular in the service request (form or customer portal).

10.3. The law of the Federal Republic of Germany shall apply to all claims of any kind whatsoever arising from or on the occasion of the contract by service request (via form or customer portal) to the exclusion of the relevant referral mechanisms under German private international law.

10.4. All disputes arising from or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of Munich, insofar as the Customer is a merchant, a legal entity under public law or a special fund under public law.