

## GENERAL TERMS AND CONDITIONS FOR BUSINESS CUSTOMERS

### Preamble

- (A) Ventuz Technology GmbH provides software solutions for professional use of authoring and displaying real-time interactive, data-driven graphics.
- (B) Ventuz owns and/or controls the rights to the proprietary software known as *Ventuz software®* that is offered in various product editions and products. The Customer may acquire a right to use the Ventuz Software either (i) based on a written quotation or other individual agreement with Ventuz, or (ii) via a standardized subscription order process made available through the Ventuz website. In each case, the scope of use granted under this Agreement shall be limited to the software modules, editions, features, and usage rights specified in the applicable order, quotation, or subscription confirmation (Contract Software).
- (C) Customer intends to use the Contract Software within its business operations. These General Terms and Conditions apply exclusively to business customers (*Unternehmer*) within the meaning of Section 14 of the German Civil Code (*BGB*). They do not apply to consumers (*Verbraucher*) within the meaning of Section 13 *BGB*. For consumer contracts, separate terms and conditions apply, which are available on the Ventuz website or upon request.

### 1.Scope of applicability

1. The parties' agreement comprises the quotation sent by Ventuz to Customer or the information and product description made available on the Ventuz website at the time of the Customer's order, and these General Terms and Conditions (together: the License Agreement).
2. For the purposes of this Agreement, "Customer" means the legal entity or individual entering into this License Agreement with Ventuz, either as specified in the applicable quotation or order document, or by accepting these terms via the Ventuz website. If an individual accepts this Agreement on behalf of a legal entity, such individual represents and warrants that they have the legal authority to bind that entity to this Agreement.
3. The acceptance of deviating conditions must be in writing. These General Terms and Conditions shall also apply to all future business relations, even if they are not expressly agreed again or if Ventuz does not expressly refer to them again, unless they are covered by more specific terms of Ventuz. Conflicting terms and conditions of the Customer are hereby expressly rejected.
4. These General Terms and Conditions shall also apply if Ventuz unconditionally fulfils its contractual obligation in the knowledge that the Customer's terms and conditions conflict with or deviate from these General Terms and Conditions.
5. The provisions of these General Terms and Conditions shall also apply to the pre-contractual

obligation between Ventuz and the Customer, where applicable.

6. In case of conflict, the following order of precedence will prevail: a) the quotation, order confirmation or any individual written agreement between the Customer and Ventuz; b) these General Terms and Conditions.

### 2.Offers; quality specifications, warranty

1. The License Agreement between Ventuz and the Customer may be concluded either (i) through an individually negotiated offer and acceptance in the enterprise sales process or (ii) via the standardized subscription process on the Ventuz website. In the enterprise sales process, the Customer submits a binding offer - such as by issuing a purchase order or signed order form - which Ventuz may accept within two weeks unless another acceptance period is specified. Any offers made by Ventuz in the enterprise context are non-binding unless expressly designated as binding. The License Agreement is concluded upon Ventuz's acceptance. In the online subscription process, the Customer submits a binding offer to Ventuz by completing the order workflow and clicking the button labeled "[Order with Obligation to Pay]" or an equivalent legally compliant formulation. The License Agreement is concluded upon Ventuz's acceptance, which occurs either through an express confirmation (e.g., by email) or by enabling access to the Contract Software. Ventuz reserves the right not to conclude contracts with a connection to certain regions or states (e.g. due to export/import restrictions or embargoes).
2. If the contract is entered into with the support of a third party (e.g. agent or distributor), this third party becomes neither a party to the License Agreement nor a beneficiary.
3. Ventuz renders services in accordance with this License Agreement; it does not owe any quality beyond such agreement, and Customer specifically cannot derive such quality obligation from other representations found in public announcements, brochures, ads, documentation or similar written documents, whether by Ventuz or by third parties whose products are built into the Contract Software, unless Ventuz expressly confirmed such quality assurances in writing. Any warranty as to the products' quality is subject to express written agreement; this also applies to price quotes or data regarding the release of updates or upgrades. Absent other arrangements, standard software is provided for use in the version that is current at the time of such provision. The technical data, specifications and other details found in the software product description do not constitute a warranty as to quality, unless expressly confirmed by Ventuz. Software is never entirely free from error, which is why the complete absence of errors from the Contract Software is not an agreed quality.
4. The Contract Software as well as any hardware is provided 'as-is' and without warranty of any kind, express, implied or otherwise, including without

limitation, any warranty of merchantability or fitness for a particular purpose.

### 3.Licenses

1. Upon Activation (as defined in § 4 ) and payment in full of the agreed License Fee, Ventuz grants Customer a non-exclusive, non-transferable and non-sublicensable right to use the Contract Software for the intended purpose (as further specified in the quotation or these General Terms and Conditions) and to the agreed extent and limited geographically to Customer's business premises or Customer's project or installation premises in question (License).
2. Ventuz and Customer will agree on either a perpetual license (Software Purchase) or license limited in time (Software Subscription), which will be indicated on the relevant quotation, order document, or subscription confirmation.
3. Notwithstanding the prior paragraph, Customer shall not transfer the License to an affiliate or third party (Transferee) without Ventuz' prior written consent and only if Customer ensures that the Transferee binds itself to these General Terms and Conditions. If Customer transfers the License according to this paragraph, Customer and the Transferee are liable to Ventuz for the payment of the license fee and any transfer fee (as specified in the then-current price list) as joint debtors in the meaning of Sect. 421 BGB.
4. Customer agrees that it will not use the Contract Software in critical infrastructures as defined by Sect. 2 para. 10 of the Act on the Federal Office for Information Security (*Gesetz über das Bundesamt für Sicherheit in der Informationstechnik – BSI*) in a way that a failure of the Contract Software would have an impact on the functioning of such critical infrastructure.
5. Unless expressly permitted in the applicable quotation, order document, or subscription confirmation, Customer shall not rent, lease, sell, sublicense, assign or otherwise transfer his or her rights in the Contract Software, nor authorize any portion of the Contract Software to be copied onto another individual or legal entity's computer except as may be expressly permitted herein.
6. The Contract Software and any authorized copies that Customer makes are the intellectual property of and are owned by Ventuz and all rights pertaining to the for-profit distribution of this Contract Software are retained by Ventuz. The Contract Software and any rights thereto remain the sole property of Ventuz.
7. Customer is not authorized to bundle the Contract Software with any commercial package or to distribute it in any commercial publication, without the express written permission by Ventuz.
8. Customer is not authorized to actively edit, duplicate, disassemble, decompose, alter or modify the Contract Software in any way, and Ventuz specifically notes that even minor changes or extensions of the Contract Software may cause the Contract Software to suffer significant and unpredictable operational issues. The Parties agree that problems that arise due to individual adjustments, changes or extensions of the Contract Software by Customer do not constitute a defect of the Contract Software. For the avoidance of doubt, Customer shall not change or remove proprietary notices, labels or advertising banners from the Contract Software or related documentation.
9. The right to copy the Contract Software is limited to the installation thereof on a certain number of user interfaces or computer systems specified in the relevant quotation, order document, or subscription confirmation. In addition, the Customer may reproduce the Contract Software only to the extent technically necessary to load, display, execute, or store it for its authorized use, and may create one backup copy in accordance with Sect 69d para 2 of the German Copyright Act (*Urheberrechtsgesetz – UrhG*).
10. In the event that the number of users at Customer and/or the number of installed software units rises above the maximum number specified in the relevant quotation order document, or subscription confirmation, such additional use of the Contract Software is allowed only if Customer acquires additional rights for the use of the Contract Software in sufficient number. Customer shall promptly inform Ventuz of such increase in the number of users and/or the number of installed software units.
11. Ventuz is entitled periodically – but at least once per year – to monitor compliance with the provisions of this License Agreement. Customer shall assist at its own expense and provide to Ventuz all relevant and truthful information to enable Ventuz to monitor compliance with this License Agreement.
12. Each use of the Contract Software that goes beyond the provisions of this License Agreement or the specifications of the Contract Software is – even if such use is technically possible – subject to Ventuz' prior consent. Ventuz may implement technical measures within the meaning of § 95a of the German Copyright Act in order to prevent Customer's use from exceeding the scope specified in the relevant quotation (excessive use). Such measures may include the use of a software protection dongle (Dongle). If in Customer's opinion, the use of such technical measures violates applicable law, it shall notify Ventuz thereof and the Parties shall assess in good faith alternatives and, in any case, take into account Ventuz' interest in protecting its proprietary Contract Software. At any time, Ventuz may further revoke its tolerance of a given instance of excessive use and prohibit Customer from engaging therein. Any use made without authorization by Ventuz is subject to compensation at the applicable rate. Ventuz further reserves the right to demand damages on account of excessive use.
13. In the event that Customer violates one of the foregoing provisions, any and all licenses granted under this License Agreement lapse and fall back to Ventuz, in which case Customer shall cease its use of the Contract Software immediately and completely.

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14. In all cases in which Customer's license lapses (e.g. due to rescission, subsequent delivery, end of agreed license term or termination of the agreement), Customer shall immediately return all assets delivered by Ventuz hereunder and Customer shall delete all copies and license files on Customer's systems, Dongles and other storage devices for licenses unless Customer is legally obligated to retain them. Such obligation to return does not relate to Dongle(s) that have been purchased by Customer.
15. The Contract Software may make use of technologies governed by individual licenses. The use of these technologies is covered by license agreements between Ventuz and the respective technology licensor. For more information, the individual license agreements may be made available upon Customer's legitimate interest and request.
16. Ventuz may make available to Customer a version of its software for testing purposes (Professional Learning Edition or Prototyping and Learning Edition). Customer shall not use these editions for commercial purposes or production purposes and shall not produce works, services, or data for any commercial use.

#### 4.Activation

1. In case of a Software Purchase, the License is activated by either (i) establishing a connection between the Contract Software and a license server through the internet or, automatically after a grace period specified in the price list which grace period commences on the day that is the earlier of (y) the date of Customer's receipt of the invoice or (z) the date of Ventuz' receipt of pre-payment by Customer, or manually by Ventuz at Customer's request (all activations (i), (ii), and (iii) herein defined as: Activation). The Activation shall be repeated each time a new contract period commences.
2. In case of a Software Subscription, the License is activated by registering and validating an account at Ventuz Portal (<https://portal.ventuz.com/web/login>). To do so, Customer must go through the account registration process by providing current and complete information required in the specific account registration form. In this case the Customer must also select a password for their account. The Customer is the party responsible for keeping their account and password confidential. Customer is not allowed to share the log-in details or give access to the account to anyone else. Moreover, the Customer is responsible for actions performed on their account, including that the Customer should notify Ventuz about any occurrence of unauthorized access to their account or other breach of security. Ventuz assumes no liability for any damages or losses suffered by the Customer as a result of their account or password being used by someone else for reasons attributable to the Customer.
3. The Customer's account may be immediately deactivated if Customer violates applicable provisions of law, infringes on the rights of third

parties, or breaches this License Agreement or if either Party terminates this License Agreement in accordance with § 13. The Customer will be notified of the fact that their account has been deactivated.

#### 5.Maintenance

1. Subject to the relevant quotation, order document, subscription confirmation or any written agreement between the Parties, upon Activation, Ventuz shall provide Maintenance for Contract Software to Customer as follows: (i) with regard to a Software Purchase, during the first year upon Activation and, if mutually agreed at least by email, thereafter, or (ii) with regard to a Software Subscription, during each time period that the Subscription Fee has been paid for in advance. The maintenance services for Contract Software that Ventuz offers are limited to:
  - (a) bugfixes, code corrections and patches of the Contract Software (all together: Updates),
  - (b) enhancements, new technologies, extensions, general enhancements and/or modifications to the Contract Software (all together: Releases), such Releases only to be provided at Ventuz' sole discretion,
  - (c) an online knowledge base of information,
  - (d) a community support forum where customers, partners, and other users of Ventuz software products can share information and ideas about how to use the software,
- (lit. (a)-(d) all together: Maintenance).
2. Updates serve to ensure the functionality of the Contract Software on a permanent basis as well as to continuously improve it. In the case of a Software Subscription Ventuz will inform Customer about available Updates and will perform such Updates at the request of Customer. If Customer does not regularly perform Updates, this may lead to an impairment of the functionality of the Contract Software.
3. Unless the relevant quotation, order document, or subscription confirmation specifically provides otherwise, Ventuz owes no further services under this License Agreement. In particular, under this License Agreement, Ventuz is neither obligated to render installation, implementation, setup, consulting, adjustment and/or training services nor to create and deliver individual programming and/or additional programs. If, however, Customer and Ventuz agree on such additional services, Customer shall (i) in exchange for the provision of these additional services pay to Ventuz the applicable fees and expenses, including without limitation any cancellation fee for cancelled or postponed services, as well as any taxes, if any, required to be paid by Ventuz in respect of fees for such services, (ii) reimburse Ventuz for reasonable travel expenses (even where the destination is within the same city) and any other reasonable disbursements incurred as a result of business travel in connection with such additional services, and (iii) reimburse Ventuz for any reasonable out-of-pocket expenses incurred in the provision of such additional services, including, but not limited to telecommunication expenses and other office related expenses. With regard to Ventuz'

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liability for such additional services, § 11 of these General Terms and Conditions applies.

4. The Maintenance will always relate to the Contract Software in its entirety, provided that Ventuz offers services for it.
5. Maintenance does not include maintenance services for (i) software that is used on or in conjunction with hardware or software other than as further specified, (ii) customized, altered or modified software, (iii) defects in the Contract Software due to accidents, hardware malfunction, abuse or improper use, (iv) any version of the Contract Software for which Maintenance has been discontinued by Ventuz, (v) any on-site services or remote access services (unless Ventuz requests remote access to assist Ventuz in understanding an issue), (vi) assistance in developing user-specific customizations, (vii) assistance with installation or configuration of hardware, including computers, hard drives, networks or printers, (viii) assistance with non-Ventuz products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems.

#### **6. Hardware**

1. Upon mutual agreement between the Parties, if applicable, Ventuz provides Customer with hardware as indicated in the relevant quotation, order document, or subscription confirmation.
2. Ventuz does not make any warranty regarding the interoperability of any hardware with the Contract Software or any other software.
3. The method of shipping and packaging lies within Ventuz' full discretion.
4. Customer shall pay the agreed purchase price for the hardware, as well as the costs for shipping and packaging, as indicated in the relevant quotation.
5. Ventuz retains all title in and to the hardware until full payment of the agreed purchase price.

#### **7. Customer's duties of cooperation**

1. Customer shall provide for a hardware and software that is suitable for the operation of the Contract Software and/or the hardware.
2. It is further incumbent on Customer not to use any hardware or software contrary to Ventuz' recommendations which can be found here: [www.ventuz.com/systemrequirements](http://www.ventuz.com/systemrequirements). If hardware or software is used contrary to Ventuz' recommendations, the Parties agree that any resulting partial or full impairment of the performance of the Contract Software and/or the hardware does not constitute a defect or any other failure on Ventuz' side.
3. Customer shall take adequate measures to prepare for instances in which the Contract Software and/or the hardware does not work properly, be it wholly or in part (e.g., data back-ups, error diagnosis, periodic tests reviews).

4. If the Parties agree on a Software Subscription, the Contract Software may only be used if the Customer has a valid user account connected to Ventuz' customer portal.

#### **8. Renumeration**

1. Customer shall pay to Ventuz license fees for the Contract Software as specified in the quotation, order document or subscription confirmation and according to the then-current price list of Ventuz and depending on the type of license model (Software Purchase or Software Subscription as defined herein). Ventuz makes the Contract Software available for download from a network at its own cost. Customer is responsible for the cost of downloading the Contract Software.
2. Subject to specifications in the relevant quotation, order document or subscription confirmation, Customer shall pay to Ventuz, in addition to any license fee, a fee for Maintenance as well as any additional fees (e.g. reactivation fee), if applicable, according to the then-current price list (Maintenance Fee). Ventuz will provide the then-current price list to Customer upon request. Notwithstanding the foregoing, any Maintenance as part of a Software Subscription will be delivered to Customer free of charge.
3. The payment terms depend on the type of license model agreed between Ventuz and Customer and in any case are subject to the terms set forth in the relevant quotation and these General Terms and Conditions:
  - (a) In general, Ventuz requires full or part payment in advance, as indicated in the relevant quotation. The invoice will be provided after receipt of such advance payment.
  - (b) Under a Software Purchase and only if Ventuz refrains from payment in advance, the invoice shall be presented before the Contract Software is delivered. Payments are due and payable fourteen (14) calendar days from the date of the invoice.
  - (c) Under a Software Subscription, payments are due latest on the first day of every contract period as specified in the relevant quotation, order document or subscription confirmation.
  - (d) The Maintenance Fee shall be paid in advance - initially on the date this License Agreement is entered into, and thereafter in advance at the start of each subsequent contract period, in accordance with the billing cycle agreed in the applicable quotation, order document, or subscription confirmation. This applies regardless of whether the Customer has concluded a Perpetual License or a Software Subscription.
4. Ventuz will provide invoices electronically, except Customer demands, by written notice, paper based invoices.
5. Any discounts granted by Ventuz shall be as specified in the applicable quotation, order document, or subscription confirmation. No entitlement to additional discounts shall arise unless expressly agreed in writing.
6. Unless otherwise indicated in the relevant quotation, order document, or subscription

confirmation, all payments to be made by Customer to Ventuz under this License Agreement shall be made in Euro by bank wire transfer without deduction for wire transfer fees in immediately available funds to such bank account designated by Ventuz or using the payment methods offered during the order process. Any transaction costs incurred in connection with the payment shall be borne by the Customer.

### 9. Delivery and transfer of risk

1. Unless otherwise specified in the applicable quotation, order document, or subscription confirmation, Ventuz shall make the Contract Software available to the Customer by means of electronic delivery. Electronic delivery shall be deemed effected when the Contract Software is made available for download or access via the designated platform or user account.
2. If explicitly agreed in writing, Ventuz may supply a Dongle to the delivery address. Customer shall pay the costs for shipping and packaging of the Dongle. The Dongle itself does not contain the Contract Software but merely a license-registration code.
3. Delivery of any purchased hardware is deemed effected at the time Ventuz passes the hardware to the forwarding agent; Electronic delivery is deemed effected at the time Ventuz makes the Contract Software available for download and with regard to the delivery of the Dongle at the time Ventuz passes the Dongle to the supplier. The risk transfers to Customer at the time of such delivery.
4. In case of a Software Subscription, if requested by Customer, Ventuz may, in Ventuz' sole discretion, transfer Customer's Subscription to a Dongle at Customer's costs and in accordance with the provisions above. Notwithstanding the foregoing and for the avoidance of doubt, such transfer shall not change the nature of the Software Subscription.

### 10. Rights in case of defects

1. The Contract Software and/or the hardware provided by Ventuz is programmed essentially to correspond with the specifications. Minor or insignificant deviation from the agreed or assumed quality as well as minor impairments of use shall not be deemed material or legal defects and, therefore, do not give rise to any rights for Customer. Accordingly, specifications do in general not amount to warranties unless a warranty is provided separately in writing. In particular, With respect to Updates, Releases or any other supply of new upgrades or new versions, Customer's rights in the event of defects are limited to the new functions of such Update, Release, upgrade or new version as compared to the previous one.
2. Customer shall report defects in writing, providing a comprehensible description of the symptoms and documenting such symptoms to the extent possible with written records, print-outs or other documents attesting to the underlying defects. Reports of this nature should allow the defect to be reproduced. Customer's statutory duty to examine goods and

report defects is not affected thereby. A failure to notify within this period may result in the forfeiture of the Customer's rights to claim damages or reimbursement related to the defect, unless the Customer is not responsible for the delay.

3. In the event that Customer demands supplementary performance (*Nacherfüllung*) on account of a defect, it is in Ventuz' discretion to choose the way of supplementary performance (repair, subsequent delivery or replacement). In case Ventuz has not been able to remedy a defect within a first period, and Customer grants Ventuz a grace period, within which Ventuz is unable to remedy the defect, or Ventuz has failed to remedy the defect in an adequate number of attempts, subsequent delivery or replacement is deemed unsuccessful; in such cases, Customer may, at its option, rescind this License Agreement subject to applicable legal provisions or reduce the purchase price and demand to be reimbursed for damages or expenditures incurred.
4. If the defect only relates to hardware delivered by Ventuz, Customer is not entitled to rescind the License Agreement in its entirety but only relating to such hardware.
5. If the Dongle needs to be replaced due to loss or defect, Customer shall pay the applicable replacement fees and shipping costs as indicated in the then-current price list. Ventuz is not responsible and will not give any refund for the time during which the Contract Software could not be used due to loss or defect of the Dongle.
6. Customer cannot terminate or rescind the License Agreement on account of Ventuz' non- performance or under-performance if Customer has contributed to the defect, such contribution not being insignificant.
7. In the event that Ventuz renders services to assess or remedy defects without being obligated to do so under this License Agreement, Ventuz shall be compensated by Customer at the usual rates. This applies in particular if there is no evidence of a defect or if a defect is not attributable to Ventuz.
8. For a Software Purchase, Customer's rights in cases of defects expire after twelve (12) months, such period of limitation commencing upon Electronic Delivery of the Contract Software, including manuals. For a Software Subscription, the Customer may assert claims for damages or reimbursement of expenses arising from defects only within twelve (12) months from the date the relevant defect was discovered. The right to demand rectification of defects remains unaffected during the subscription term. In cases of Ventuz' intentional misconduct or gross negligence, the fraudulent concealment of a defect, injuries to life, body or health or legal defects as well as for warranties, the statute of limitations applies.

### 11. Liability

1. Ventuz shall be liable in accordance with the following provisions:
  - (a) in cases of intentional misconduct, gross negligence and the absence of a quality guaranteed by Ventuz

(*Beschaffenheitsgarantie*) as well as damages from injuries to life, body or health, in the full amount;

- (b) in cases of basic negligence, only in the amount of typical foreseeable damages that the duty breached was intended to prevent; however, such limitation does not apply if and to the extent that the damages were caused by Ventuz or resulted from the violation of an obligation essential to this License Agreement (Cardinal Obligation). Cardinal Obligations are fundamental obligations, which form the core of this License Agreement, which were instrumental in bringing about its execution and on the fulfillment of which Customer may rely. The parties agree that, unless Customer proves specific circumstances making higher damages reasonably foreseeable in the individual case, typical and foreseeable damages in this context will not exceed the fees paid by Customer for the twelve (12) months preceding the breach. The parties further agree that damages resulting from loss of profit, loss of data, or loss of reputation shall likewise not be considered foreseeable, unless Customer proves specific circumstances making such damages reasonably foreseeable in the individual case;
- (c) Ventuz is liable for damages resulting from the absence of assured qualities (*zugesicherte Eigenschaften*) up to the amount that is covered by the purpose of such assurance and which Ventuz could foresee at the time of the assurance;
- (d) In cases of product liability, Ventuz is liable in accordance with the German Product Liability Act (*Produkthaftungsgesetz - ProdHaftG*).
- 2. Ventuz shall apply the diligence customary to its business (*branchenübliche Sorgfalt*). When determining whether Ventuz is at fault, the Parties acknowledge that no software can be created entirely free from technical error.
- 3. The right to assert contributory negligence (*Mitverschuldenseinwand*) is not affected.

## 12. Confidentiality

- 1. Both Parties undertake forever to protect and hold in confidence the other Party's information which Ventuz or Customer protect against unrestricted disclosure to others, or that are deemed confidential according to the circumstances of their disclosure or their content, including knowledge, documents, business secrets, information regarding Ventuz' research and development, product offerings, pricing and availability of Ventuz' products and Ventuz' software and source code, programs, tools, data, and other material that Ventuz provides to Customer before or on the basis of the License Agreement (each Confidential Information) acquired before and in connection with the performance of this License Agreement, as confidential to the same extent they protect their own Confidential Information, and not less than a reasonable standard of care. Confidential Information of the other party may only be shared with or disclosed to third parties who are under obligations of confidentiality substantially similar to those herein and only to the extent this is necessary to enable the receiving party to exercise its rights or perform its obligations under the License Agreement. Any

reproduction of any Confidential Information of the other Party shall contain any and all confidential or proprietary notices or legends which appear on the original, as far as this is technically feasible.

- 2. The foregoing Section 1 shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, (b) is generally available to the public without a contractual breach by the receiving party or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions; or (d) the disclosing party agrees in writing is free of such restrictions.
- 3. Ventuz is entitled to identify Customer and the respective project/event the Contract Software was put to use as a reference on its homepage or other marketing material.

## 13. Term and termination

- 1. If the Parties have concluded a Software Purchase, neither Party may withdraw from this License Agreement without cause.
- 2. If the Parties have concluded a Software Subscription, the Parties agree on the following:
  - (a) subject to the provisions of the quotation or any individual written agreement between the Parties, the Software Subscription has the fixed initial term selected by the Customer during the ordering process on the Ventuz website. Unless otherwise stated at the time of purchase, the Subscription shall automatically renew for successive periods of the same duration unless terminated by either party with effect to the end of the current term in accordance with this § 13;
  - (b) the Customer may terminate the License Agreement in writing at any time until the end of the current subscription term.
- 3. Subject to the terms set forth in the relevant quotation, if, in addition to the Software Purchase, the Parties have agreed on the provision of Maintenance and in case such Maintenance would otherwise renew automatically, such Maintenance may be terminated at each anniversary of the Activation with thirty (30) days prior written notice, in which case Ventuz' obligation for Maintenance and Customer's obligation to pay the Maintenance Fee shall terminate. For the avoidance of doubt, where the Parties have agreed on a Software Subscription, such Maintenance cannot be terminated separately.
- 4. Regardless of the conclusion of a Software Purchase or a Software Subscription, each Party may withdraw from or, in the case of continuing obligations, terminate the License Agreement for material breach by the other Party. A Party is in material breach of contract when it gravely violates the provisions of this License Agreement, and such violation is not remedied even after the other Party has specifically so demanded in writing.
- 5. Ventuz is specifically entitled to withdraw from or terminate for material breach if Customer is in

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default with respect to the payment of contractually owed fees, or if Customer fails to fulfill its obligation even after an adequate grace period was set – unless it raises a justified objection against the underlying payment claim. This also applies in the event that Customer becomes insolvent during the term of the License Agreement, or is at risk of becoming insolvent or over indebted, or in the event that Customer persists with, does not immediately discontinue or fails to remedy within 30 days a significant breach of contract despite Ventuz' written notice. Ventuz may further withdraw from or terminate the License Agreement for cause if Customer breaches significant duties of cooperation, thus placing the object hereof in jeopardy or, if, due to export/import restrictions or embargoes, Ventuz has a legitimate interest in terminating the contract.

6. Consequences:

- (a) Upon termination or expiry of the License Agreement in relation to a Software Subscription, regardless of the reason, the Customer's right to use the Contract Software shall end automatically, and any access to the Contract Software, related functionality, content, or Maintenance shall be deactivated. Ventuz' obligation to provide Maintenance and Customer's obligation to pay the License Fee(s) and any Maintenance Fee shall cease as of the effective date of termination or expiry.
- (b) In the event Ventuz lawfully withdraws from the License Agreement with respect to a Software Purchase due to a material breach by the Customer, the license granted for the Contract Software shall automatically revert to Ventuz, and Customer's right to use the Contract Software shall immediately terminate. Ventuz' obligation to provide further Maintenance and Customer's obligation to pay any Maintenance Fees shall also cease.
- (c) In the event of termination or withdrawal by Customer for material breach by Ventuz, and where Customer has prepaid Subscription Fees or Maintenance Fees for periods following the effective date of termination or withdrawal, Customer shall be entitled to a pro-rata refund of such prepaid amounts. Any further refund, including in case of Software Purchase, is excluded unless expressly agreed. Refunds shall be made within 30 days of the effective date of termination. Refund claims expire six (6) months after the termination or withdrawal becomes effective.
- (d) Within one (1) month after any termination or end of the agreed license term of the License, or, in the case of a Software Purchase, upon a valid withdrawal from the License Agreement in accordance with this § 13, Customer shall irretrievably destroy or upon Ventuz' request deliver to Ventuz all copies of Contract Software and Confidential Information in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period. Customer must certify to Ventuz in writing that it and its affiliates have satisfied the obligations under this section.

#### 14.Data protection

In some cases, Ventuz processes data regarding the use of its software. However, Ventuz does not collect data about

the content generated or edited with the software but merely meta data, which are only used to improve Ventuz' products and services. In some cases this data may contain personal data in the sense of the EU General Data Protection Regulation (GDPR). Specific contents of Customer are only processed if Customer expressly consents to such data processing. Ventuz provides more information about the processing of personal data in its Privacy Policy which can be found here: [www.ventuz.com/privacypolicy](http://www.ventuz.com/privacypolicy).

#### 15.Adjustments to Prices and Terms

1. **Scope.** This clause applies only to ongoing fees, including Maintenance Fees under both the Software Purchase model, and License Fees under the Software Subscription model. It does not apply to one-time license fees under the Software Purchase model.
2. **Compulsory adjustments.** Ventuz may adjust these ongoing fees if, after conclusion of the License Agreement, the total costs relevant for the provision of the services increase or decrease due to external circumstances beyond Ventuz's control, including but not limited to third-party licensing fees, cloud or infrastructure costs, energy prices, or changes in statutory taxes. Any such adjustment must be reasonable and proportionate, shall reflect the actual change in the relevant cost base, and may not occur more than once per calendar year. Ventuz undertakes to pass on material cost decreases in the same manner. Price adjustments shall apply only with effect for the next renewal period of the relevant maintenance or subscription term. Ventuz shall notify the Customer at least 45 days in advance, stating the reason, scope, and effective date of the change. If the Customer does not object in writing within 30 days of receipt of the notice, the price adjustment shall be deemed accepted. In such case, the new pricing shall apply from the start of the next renewal period. Ventuz will inform the Customer in the notice of this consequence, the right to object, and the deadline. If the Customer objects, the License Agreement shall continue under the current pricing until the end of the current contract period, after which Ventuz may terminate the affected portion of the License Agreement with one month's prior written notice.
3. **Discretionary adjustments.** Ventuz reserves the right to adjust the pricing of the different subscription tiers at its reasonable discretion at any time in order to improve the Services or enhance the development of new features, services, and user experiences. Any such price increase will be communicated to the Customer with a minimum of one (1) months' notice before becoming effective. The proposed price adjustment will become effective only upon the Customer's explicit consent. Ventuz will provide a mechanism—such as a reply form, digital confirmation box, or acceptance feature within the Service—through which the Customer may expressly agree to the new pricing structure. If the Customer does not explicitly consent to the price increase, the License Agreement shall continue under the current pricing structure for the then-current subscription term.

However, following the end of such term, Ventuz reserves the right to terminate the License Agreement with one (1) month prior written notice.

4. **Changes to terms.** Ventuz further reserves the right to amend these General Terms and Conditions to the extent required by changes in applicable law, regulatory orders, or court rulings, provided such amendments do not materially alter the economic balance of the License Agreement. In such cases, Ventuz shall notify the Customer in writing at least 30 days prior to the intended effective date. If the Customer does not object in writing within two weeks of receipt of such notice, the amended terms shall be deemed accepted. In the event of objection, either Party may terminate the License Agreement with effect as of the end of the then-current term. Ventuz may make editorial or non-material amendments to these General Terms and Conditions at any time—such as formatting changes, updates to contact details, URLs, clause numbering or referencing—without triggering the formal objection and termination mechanisms set forth in this Section. Such changes shall not affect the substantive rights or obligations of the Parties.

#### 16.Changes to the Services

1. If the Parties have concluded a Software Subscription, Customer acknowledges that, in order to provide improved customer experience, Ventuz may make changes to the Contract Software, and Ventuz may update the applicable documentation accordingly.
2. Subject to Ventuz's obligation to provide the Contract Software, Ventuz reserves the right, at its sole discretion, to modify the Contract Software unilaterally and without notice, provided that (i) such modification shall not result in a material decrease of the overall functionality of the Services, (ii) such modification is necessary for Ventuz to comply with changes in the laws or a court decision, or (iii) such modification is necessary in order to eliminate a software vulnerability.
3. In addition and beyond the aforementioned cases, Ventuz reserves the right, at its sole discretion, to (i) modify, update, or enhance the Contract Software, including adding new features, adjusting existing functionalities, improving performance, and ensuring compatibility with evolving technologies and standards and (ii) discontinue certain functionalities of the Contract Software for any reason at any time without liability to Customer, both (i) and (ii) subject to previous notification no later than six weeks prior to such modification or discontinuation taking effect.
4. If Customer does not object to such modification within a period of two weeks from the receipt of Ventuz's notification, the change becomes part of the Contract Software. If Customer objects to such modifications, Ventuz shall have the right to terminate the affected Contract Software with two weeks prior notice. Notifications will include information about the nature of the changes, the effective date, and any actions that Customer may need to take as a result of the changes.

#### 17.Miscellaneous

1. Without the written consent of Ventuz, Customer shall not be entitled to assign any rights or claims arising from or in connection with this License Agreement to any third party.
2. Customer may only exercise the right to set-off with respect to undisputed claims or those that have been legally established.
3. Customer may only exercise a right of retention with respect to undisputed claims or those that have been legally established.
4. In the event that a provision of these General Terms and Conditions, or any part thereof, is found to be invalid or otherwise unenforceable, the remaining provisions hereof continue in full force and effect, and the Parties will agree to replace the ineffective or unenforceable provision with such appropriate one that comes closest to what the Parties would have wanted at the time of the execution hereof had they been aware of such ineffectiveness or unenforceability; the same applies in cases in which this License Agreement are found to contain a gap.
5. The Agreement will be governed by and construed in accordance with German law, without giving effect to any choice of law or conflict of laws provision. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement.
6. Each Party irrevocably agrees to submit to the exclusive jurisdiction of German courts with respect to all claims or matters arising from or in connection with this License Agreement or the legal relationships established by this License Agreement. The exclusive legal venue for all disputes arising between the Parties from or in connection with the License Agreement and its implementation is Hamburg, Germany.
7. Ventuz shall not be liable for the untimely, incomplete or absent fulfillment of its contractual obligations if and to the extent that performance is evidently beyond its control, including but not limited to cases of Force Majeure, fire, flood, weather, illness, strike or lock-out, labor unrest, plant closure, embargo, war, accidents, acts of war (whether or not war is actually declared), hostilities or civil unrest, terrorist acts, transportation defects, loss or malfunctions of utilities, communications or computer (software and hardware) services, government action or power outage, provided that Ventuz uses reasonable efforts to comply with the terms of this License Agreement as soon as practicable. A Party asserting a Force Majeure Event will notify the other Party promptly, giving an indication of the likely extent and duration of such Force Majeure Event. If the event continues for more than four (4) weeks and materially impairs the use of the Contract Software or its core functionalities, the Customer may terminate the License Agreement with immediate effect. In such case, any prepaid License Fees for the period after termination shall be refunded on a pro-rata basis.



## GENERAL TERMS AND CONDITIONS FOR CONSUMERS

### Preamble

- (A) Ventuz Technology GmbH provides software solutions for professional use of authoring and displaying real-time interactive, data-driven graphics.
- (B) Ventuz owns and/or controls the rights to the proprietary software known as Ventuz software® that is offered in various product editions and products. The Customer may acquire a right to use the Ventuz Software either (i) based on a written quotation or other individual agreement with Ventuz, or (ii) via a standardized subscription order process made available through the Ventuz website. In each case, the scope of use granted under this Agreement shall be limited to the software modules, editions, features, and usage rights specified in the applicable order, quotation, or subscription confirmation (Contract Software).
- (C) This offering is directed solely at consumers. Customer intends to use the Contract Software for private purposes. These General Terms and Conditions apply exclusively to consumers (*Verbraucher*) within the meaning of Section 13 of the German Civil Code (BGB). They do not apply to business customers (*Unternehmer*) within the meaning of Section 14 BGB. For business customers, separate terms and conditions apply, which are available on the Ventuz website or upon request.

### 1.Scope of applicability

1. The parties' agreement comprises (i) the information and product description made available on the Ventuz website at the time of the Customer's order, and (ii) these General Terms and Conditions (together: the License Agreement).
2. For the purposes of this Agreement, "Customer" means the natural person entering into this License Agreement with Ventuz as a consumer within the meaning of Section 13 of the German Civil Code (BGB).
3. The acceptance of deviating conditions must be in writing. These General Terms and Conditions shall also apply to all future business relations, even if they are not expressly agreed again or if Ventuz does not expressly refer to them again, unless they are covered by more specific terms of Ventuz.
4. The provisions of these General Terms and Conditions shall also apply to the pre-contractual obligation between Ventuz and the Customer, where applicable.
5. In case of conflict, the following order of precedence will prevail: a) the order confirmation or any individual written agreement between the Customer and Ventuz; b) these General Terms and Conditions.

### 2.Offers; quality specifications, warranty

1. The License Agreement between Ventuz and the Customer is concluded via the standardized subscription process on the Ventuz website. In this process, the Customer submits a binding offer to Ventuz by completing the order workflow and clicking the button labeled "[Order with Obligation to Pay]" or an equivalent legally compliant formulation. The License Agreement is concluded upon Ventuz's acceptance, which occurs either through an express confirmation (e.g., by email) or by enabling access to the Contract Software. Ventuz reserves the right not to conclude contracts with a connection to certain regions or states (e.g., due to export/import restrictions or embargoes).
2. If the contract is entered into with the support of a third party (e.g. agent or distributor), this third party becomes neither a party to the License Agreement nor a beneficiary.
3. Ventuz renders services in accordance with this License Agreement; it does not owe any quality beyond such agreement, and Customer specifically cannot derive such quality obligation from other representations found in public announcements, brochures, ads, documentation or similar written documents, whether by Ventuz or by third parties whose products are built into the Contract Software, unless Ventuz expressly confirmed such quality assurances in writing. Any warranty as to the products' quality is subject to express written agreement; this also applies to price quotes or data regarding the release of updates or upgrades. Absent other arrangements, standard software is provided for use in the version that is current at the time of such provision. The technical data, specifications and other details found in the software product description do not constitute a warranty as to quality, unless expressly confirmed by Ventuz.
4. Software is never entirely free from error, which is why the complete absence of errors from the Contract Software is not an agreed quality.

### 3.Licenses

1. Upon Activation (as defined in § 4 ) and payment in full of the agreed License Fee, Ventuz grants Customer a non-exclusive, non-transferable and non-sublicensable right to use the Contract Software during the agreed subscription period, for the intended purpose and solely for Customer's own personal, non-commercial use, as further specified during the ordering process on the Ventuz website or in these General Terms and Conditions. Customer shall not rent, lease, sell, sublicense, assign their rights in the Contract Software, nor authorize any portion of the Contract Software to be copied onto another individual's or legal entity's computer, except as expressly permitted under this License Agreement.
2. Customer agrees that it will not use the Contract Software in critical infrastructures as defined by Sect.

2 para. 10 of the Act on the Federal Office for Information Security (*Gesetz über das Bundesamt für Sicherheit in der Informationstechnik – BSIG*) in a way that a failure of the Contract Software would have an impact on the functioning of such critical infrastructure.

3. The Contract Software and any authorized copies that Customer makes are the intellectual property of and are owned by Ventuz and all rights pertaining to the for-profit distribution of this Contract Software are retained by Ventuz. The Contract Software and any rights thereto remain the sole property of Ventuz.

4. Customer is not authorized to bundle the Contract Software with any commercial package or to distribute it in any commercial publication, without the express written permission by Ventuz.

5. Customer is not authorized to actively edit, duplicate, disassemble, decompose, alter or modify the Contract Software in any way, and Ventuz specifically notes that even minor changes or extensions of the Contract Software may cause the Contract Software to suffer significant and unpredictable operational issues. The Parties agree that problems that arise due to individual adjustments, changes or extensions of the Contract Software by Customer do not constitute a defect of the Contract Software. For the avoidance of doubt, Customer shall not change or remove proprietary notices, labels or advertising banners from the Contract Software or related documentation.

6. Customer may install and use the Contract Software on one (1) user device, unless a different number of installations is expressly permitted during the order process. Customer may make a copy of the Contract Software solely to the extent necessary to load, display, execute, transfer, or store the Contract Software, and to create a backup copy in accordance with Section 69d(2) of the German Copyright Act (*UrhG*). Any use of the Contract Software beyond this scope is not permitted and requires a separate subscription.

7. Ventuz is entitled periodically – but at least once per year – to monitor compliance with the provisions of this License Agreement. Customer shall assist at its own expense and provide to Ventuz all relevant and truthful information to enable Ventuz to monitor compliance with this License Agreement.

8. Each use of the Contract Software that goes beyond the provisions of this License Agreement or the specifications of the Contract Software is – even if such use is technically possible – subject to Ventuz' prior consent. Ventuz may implement technical measures within the meaning of § 95a of the German Copyright Act in order to prevent Customer's use from exceeding the scope specified in the relevant quotation (excessive use). Such measures may include the use of a software protection dongle (Dongle). If in Customer's opinion, the use of such technical measures violates applicable law, it shall notify Ventuz thereof and the Parties shall assess in good faith alternatives and, in any case, take into account Ventuz' interest in protecting its proprietary Contract Software. At any time, Ventuz may further revoke its tolerance of a given instance of excessive use and prohibit Customer from engaging therein. Any use made

without authorization by Ventuz is subject to compensation at the applicable rate. Ventuz further reserves the right to demand damages on account of excessive use.

9. In the event that Customer violates one of the foregoing provisions, any and all licenses granted under this License Agreement lapse and fall back to Ventuz, in which case Customer shall cease its use of the Contract Software immediately and completely.

10. In all cases in which Customer's license lapses (e.g. due to rescission, subsequent delivery, end of agreed license term or termination of the agreement), Customer shall immediately return all assets delivered by Ventuz hereunder and Customer shall delete all copies and license files on Customer's systems, Dongles and other storage devices for licenses unless Customer is legally obligated to retain them. Such obligation to return does not relate to Dongle(s) that have been purchased by Customer.

11. The Contract Software may make use of technologies governed by individual licenses. The use of these technologies is covered by license agreements between Ventuz and the respective technology licensor. For more information, the individual license agreements may be made available upon Customer's legitimate interest and request.

12. Ventuz may make available to Customer a version of its software for testing purposes (Professional Learning Edition or Prototyping and Learning Edition). Customer shall not use these editions for commercial purposes or production purposes and shall not produce works, services, or data for any commercial use.

#### 4. Activation

1. The License is activated by registering and validating an account at Ventuz Portal (<https://portal.ventuz.com/web/login>). To do so, Customer must go through the account registration process by providing current and complete information required in the specific account registration form. In this case the Customer must also select a password for their account. The Customer is the party responsible for keeping their account and password confidential. Customer is not allowed to share the log-in details or give access to the account to anyone else. Moreover, the Customer is responsible for actions performed on their account, including that the Customer should notify Ventuz about any occurrence of unauthorized access to their account or other breach of security. Ventuz assumes no liability for any damages or losses suffered by the Customer as a result of their account or password being used by someone else for reasons attributable to the Customer.

2. The Customer's account may be immediately deactivated if Customer violates applicable provisions of law, infringes on the rights of third parties, or breaches this License Agreement or if either Party terminates this License Agreement in accordance with § 13. The Customer will be notified of the fact that their account has been deactivated.

#### 5. Maintenance

1. Subject to further specifications in the relevant order document, subscription confirmation or any

written agreement between the Parties, upon Activation, Ventuz shall provide Maintenance for Contract Software to Customer during each time period that the Subscription Fee has been paid for in advance. The maintenance services for Contract Software that Ventuz offers are limited to:

- (a) bugfixes, code corrections and patches of the Contract Software (all together: Updates),
  - (b) enhancements, new technologies, extensions, general enhancements and/or modifications to the Contract Software (all together: Releases), such Releases only to be provided at Ventuz' sole discretion,
  - (c) an online knowledge base of information,
  - (d) a community support forum where customers, partners, and other users of Ventuz software products can share information and ideas about how to use the software,
- (lit. (a)-(d) all together: Maintenance).

2. Updates serve to ensure the functionality of the Contract Software on a permanent basis as well as to continuously improve it. In the case of a Software Subscription Ventuz will inform Customer about available Updates and will perform such Updates at the request of Customer. If Customer does not regularly perform Updates, this may lead to an impairment of the functionality of the Contract Software.

3. Ventuz owes no further services under this License Agreement. In particular, under this License Agreement, Ventuz is neither obligated to render installation, implementation, setup, consulting, adjustment and/or training services nor to create and deliver individual programming and/or additional programs.

4. The Maintenance will always relate to the Contract Software in its entirety, provided that Ventuz offers services for it.

5. Maintenance does not include maintenance services for (i) software that is used on or in conjunction with hardware or software other than as further specified, (ii) customized, altered or modified software, (iii) defects in the Contract Software due to accidents, hardware malfunction, abuse or improper use, (iv) any version of the Contract Software for which Maintenance has been discontinued by Ventuz, (v) any on-site services or remote access services (unless Ventuz requests remote access to assist Ventuz in understanding an issue), (vi) assistance in developing user-specific customizations, (vii) assistance with installation or configuration of hardware, including computers, hard drives, networks or printers, (viii) assistance with non-Ventuz products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems.

## 6. Customer's duties of cooperation

1. Customer shall provide for a hardware and software that is suitable for the operation of the Contract Software.
2. It is further incumbent on Customer not to use any hardware or software contrary to Ventuz'

recommendations which can be found here: [www.ventuz.com/systemrequirements](http://www.ventuz.com/systemrequirements). If hardware or software is used contrary to Ventuz' recommendations, the Parties agree that any resulting partial or full impairment of the performance of the Contract Software does not constitute a defect or any other failure on Ventuz' side.

3. Customer shall take adequate measures to prepare for instances in which the Contract Software does not work properly, be it wholly or in part (e.g., data back-ups, error diagnosis, periodic tests reviews).

4. The Contract Software may only be used if the Customer has a valid user account connected to Ventuz' customer portal.

## 7. Renumeration

1. Customer shall pay to Ventuz the subscription fees for the Contract Software as displayed on the Ventuz website at the time of the order. The fees are due in advance for the entire subscription period selected by the Customer (e.g., monthly or annually), unless otherwise expressly stated during the order process. The Contract Software will be made available for download after successful payment.

2. Ventuz will provide invoices electronically, except Customer demands, by written notice, paper based invoices.

3. Ventuz in its sole discretion may grant discounts as as displayed on the Ventuz website or as part of the order process..

4. All payments shall be made in Euro using the payment methods offered during the order process. Any transaction costs incurred in connection with the payment shall be borne by the Customer.

## 8. Delivery and transfer of risk

1. Ventuz will deliver the Contract Software by making it available for download via the internet (Electronic Delivery). Unless expressly stated otherwise during the order process, no physical delivery of data carriers shall take place..

2. Ventuz may supply a Dongle to the delivery address provided by Customer. Customer shall pay the costs for shipping and packaging of the Dongle. The Dongle itself does not contain the Contract Software but merely a license-registration code.

3. Electronic delivery is deemed effected at the time Ventuz makes the Contract Software available for download and with regard to the delivery of the Dongle at the time Ventuz passes the Dongle to the supplier. The risk transfers to Customer at the time of such delivery.

4. If requested by Customer, Ventuz may, in Ventuz' sole discretion, transfer Customer's Subscription to a Dongle at Customer's costs and in accordance with the provisions above. Notwithstanding the foregoing and for the avoidance of doubt, such transfer shall not change the nature of the Software Subscription.

## 9. Right to Withdraw from the Contract

1. Customer has the right to withdraw from this License Agreement within 14 days without giving any

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reason. The withdrawal period will expire after 14 days from the day of the conclusion of the License Agreement. To exercise the right of withdrawal, Customer must inform Ventuz (Ventuz Technology GmbH, Lutterothstraße 16a 20255 Hamburg Germany, [info@ventuz.com](mailto:info@ventuz.com)) of the decision to withdraw from the contract by means of a clear declaration (e.g. a letter sent by post or email).

2. Customer may use the attached model withdrawal form, but this is not mandatory. To meet the withdrawal deadline, it is sufficient for the Customer to send the communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

3. If the Customer withdraws from this License Agreement, Ventuz shall reimburse all payments received from the Customer, including the costs of delivery (except for any additional costs arising from the Customer's choice of a type of delivery other than the least expensive standard delivery offered by Ventuz), without undue delay and no later than 14 days from the day on which Ventuz receives notification of the withdrawal. Ventuz will carry out the reimbursement using the same means of payment that the Customer used for the initial transaction, unless expressly agreed otherwise; in no case will the Customer be charged any fees for the reimbursement. If the Customer requested that the service begin during the withdrawal period, the Customer shall pay Ventuz an amount proportional to the services provided up to the time the Customer informed us of the withdrawal, relative to the total scope of the contract.

4. Model withdrawal form:

To Ventuz Technology GmbH, Lutterothstraße 16a 20255 Hamburg Germany, [info@ventuz.com](mailto:info@ventuz.com)

— I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*),

— Ordered on (\*)/received on (\*),

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) (only if this form is notified on paper),

— Date

(\*) Delete as appropriate.

## 10. Rights in case of defects

As a consumer pursuant to Sect. 13 German Civil Code (BGB), Customer is entitled to the statutory warranty rights as well as any additional rights provided under these General Terms and Conditions.

## 11. Liability

1. Ventuz shall be liable in accordance with the following provisions:

- (a) In cases of intentional misconduct, gross negligence and the absence of a quality guaranteed by Ventuz (*Beschaffheitsgarantie*) as well as damages from injuries to life, body or health, Ventuz shall be liable in the full amount;

- (b) In cases of basic negligence, only in the amount of typical foreseeable damages that the duty breached was intended to prevent; however, such limitation does not apply if and to the extent that the damages were caused by Ventuz' or resulted from the violation of an obligation essential to this License Agreement (Cardinal Obligation"). Cardinal Obligations are fundamental obligations, which form the core of this License Agreement, which were instrumental in bringing about its execution and on the fulfillment of which Customer may rely. The parties agree that, unless Customer proves specific circumstances making higher damages reasonably foreseeable in the individual case, typical and foreseeable damages in this context will not exceed the fees paid by Customer for the twelve (12) months preceding the breach. The parties further agree that damages resulting from loss of profit, loss of data, or loss of reputation shall likewise not be considered foreseeable, unless Customer proves specific circumstances making such damages reasonably foreseeable in the individual case;
- (c) Ventuz is liable for damages resulting from the absence of assured qualities (*zugesicherte Eigenschaften*) up to the amount that is covered by the purpose of such assurance and which Ventuz could foresee at the time of the assurance.

- (d) In cases of product liability, Ventuz is liable in accordance with the German Product Liability Act (*Produkthaftungsgesetz - ProdHaftG*).

2. When determining whether Ventuz is at fault, the Parties acknowledge that no software can be created entirely free from technical error.

3. The right to assert contributory negligence (*Mitverschuldenseinwand*) is not affected.

## 12. Confidentiality

1. Both Parties undertake forever to protect and hold in confidence the other Party's information which Ventuz or Customer protect against unrestricted disclosure to others, or that are deemed confidential according to the circumstances of their disclosure or their content, including knowledge, documents, business secrets, information regarding Ventuz' research and development, product offerings, pricing and availability of Ventuz' products and Ventuz' software and source code, programs, tools, data, and other material that Ventuz provides to Customer before or on the basis of the License Agreement (each Confidential Information) acquired before and in connection with the performance of this License Agreement, as confidential to the same extent they protect their own Confidential Information, and not less than a reasonable standard of care. Confidential Information of the other party may only be shared with or disclosed to third parties who are under obligations of confidentiality substantially similar to those herein and only to the extent this is necessary to enable the receiving party to exercise its rights or perform its obligations under the License Agreement. Any reproduction of any Confidential Information of the other Party shall contain any and all confidential or proprietary notices or legends which appear on the original, as far as this is technically feasible.

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2. The foregoing Section 1 shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, (b) is generally available to the public without a contractual breach by the receiving party or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions; or (d) the disclosing party agrees in writing is free of such restrictions.

### 13. Term and termination

1. The applicable subscription duration and renewal terms are clearly indicated to the Customer during the ordering process prior to the conclusion of the License Agreement. The Software Subscription has the fixed initial term selected by the Customer during the ordering process on the Ventuz website. Unless otherwise stated at the time of purchase, the Subscription shall automatically renew for successive periods of the same duration unless terminated by either party with effect to the end of the current term in accordance with this § 13.
2. The Customer may terminate the License Agreement in writing via mail, or electronically via email or, by using the cancellation button on the Ventuz website at any time until the end of the current subscription term.
3. Each Party may terminate the License Agreement for material breach by the other Party. A Party is in material breach of contract when it gravely violates the provisions of this License Agreement, and such violation is not remedied even after the other Party has specifically so demanded in writing via mail or electronically via email.
4. Ventuz is specifically entitled to terminate for material breach if (i) Customer is in default with respect to the payment of an substantial amount of contractually owed fees, and (ii) if Customer fails to fulfill its obligation even after an adequate grace period has been granted by Ventuz via written notice via mail or electronically via email – unless it raises a justified objection against the underlying payment claim. If the Customer settles all outstanding amounts, Ventuz shall promptly restore access to the Services, no later than within three (3) business days after full receipt of payment by Ventuz.
5. Ventuz may further terminate the License Agreement in the event that Customer persists with, does not immediately discontinue or fails to remedy within 30 days a significant breach of contract despite Ventuz' written notice via mail or electronically via email. Termination for cause shall also be permitted if Customer breaches significant duties of cooperation, thus placing the object hereof in jeopardy or, if, due to export/import restrictions or embargoes, Ventuz has a legitimate interest in terminating the contract.
6. Upon termination or expiry of the License Agreement – regardless of the reason – Customer's right to use the Contract Software shall end automatically, and any access to the Contract Software, related functionality, content, or Maintenance shall be deactivated. Ventuz' obligation to

provide Maintenance and Customer's obligation to pay License Fees shall cease as of the effective date of termination or expiry. Customer shall immediately cease use of the Contract Software and Confidential Information.

7. Within one (1) month after any termination of the License, Customer shall irretrievably destroy or upon Ventuz' request deliver to Ventuz all copies of Contract Software and Confidential Information in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period. Customer must certify to Ventuz in writing that it and its affiliates have satisfied the obligations under this section.

### 14. Data protection

In some cases, Ventuz processes data regarding the use of its software. However, Ventuz does not collect data about the content generated or edited with the software but merely meta data, which are only used to improve Ventuz' products and services. In some cases this data may contain personal data in the sense of the EU General Data Protection Regulation (GDPR). Specific contents of Customer are only processed if Customer expressly consents to such data processing. Ventuz provides more information about the processing of personal data in its Privacy Policy which can be found here: [www.ventuz.com/privacypolicy](http://www.ventuz.com/privacypolicy).

### 15. Adjustments to Prices and Terms

1. **Compulsory adjustments.** Ventuz may adjust ongoing fees if, after conclusion of the License Agreement, the total costs relevant for the provision of the services increase or decrease due to external circumstances beyond Ventuz's control, including but not limited to third-party licensing fees, cloud or infrastructure costs, energy prices, or changes in statutory taxes. Any such adjustment must be reasonable and proportionate, shall reflect the actual change in the relevant cost base, and may not occur more than once per calendar year. Ventuz undertakes to pass on material cost decreases in the same manner. Price adjustments shall apply only with effect for the next renewal period of the relevant maintenance or subscription term. Ventuz shall notify the Customer at least 45 days in advance, stating the reason, scope, and effective date of the change. If the Customer does not object in writing within 30 days of receipt of the notice, the price adjustment shall be deemed accepted. In such case, the new pricing shall apply from the start of the next renewal period. Ventuz will inform the Customer in the notice of this consequence, the right to object, and the deadline. If the Customer objects, the License Agreement shall continue under the current pricing until the end of the current contract period, after which Ventuz may terminate the affected portion of the License Agreement with one month's prior written notice.
2. **Discretionary adjustments.** Ventuz reserves the right to adjust the pricing of the different subscription tiers at its reasonable discretion at any time in order to improve the Services or enhance the development of new features, services, and user experiences. Any such price increase will be communicated to the Customer with a minimum of one (1) months' notice

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before becoming effective. The proposed price adjustment will become effective only upon the Customer's explicit consent. Ventuz will provide a mechanism—such as a reply form, digital confirmation box, or acceptance feature within the Service—through which the Customer may expressly agree to the new pricing structure. If the Customer does not explicitly consent to the price increase, the License Agreement shall continue under the current pricing structure for the then-current subscription term. However, following the end of such term, Ventuz reserves the right to terminate the License Agreement with one (1) month prior written notice.

**3. Changes to terms.** Ventuz further reserves the right to amend these General Terms and Conditions to the extent required by changes in applicable law, regulatory orders, or court rulings, provided such amendments do not materially alter the economic balance of the License Agreement. In such cases, Ventuz shall notify the Customer in writing at least 30 days prior to the intended effective date. If the Customer does not object in writing within two weeks of receipt of such notice, the amended terms shall be deemed accepted. In the event of objection, either Party may terminate the License Agreement with effect as of the end of the then-current term. Ventuz may make editorial or non-material amendments to these General Terms and Conditions at any time—such as formatting changes, updates to contact details, URLs, clause numbering or referencing—without triggering the formal objection and termination mechanisms set forth in this Section. Such changes shall not affect the substantive rights or obligations of the Parties.

## 16.Changes to the Services

1. Customer acknowledges that, in order to provide improved customer experience, Ventuz may make changes to the Contract Software, and Ventuz may update the applicable documentation accordingly.
2. Subject to Ventuz's obligation to provide the Contract Software, Ventuz reserves the right, at its sole discretion, to modify the Contract Software unilaterally and without notice, provided that (i) such modification shall not result in a material decrease of the overall functionality of the Services, (ii) such modification is necessary for Ventuz to comply with changes in the laws or a court decision, or (iii) such modification is necessary in order to eliminate a software vulnerability.
3. In addition and beyond the aforementioned cases, Ventuz reserves the right, at its sole discretion, to (i) modify, update, or enhance the Contract Software, including adding new features, adjusting existing functionalities, improving performance, and ensuring compatibility with evolving technologies and standards and (ii) discontinue certain functionalities of the Contract Software for any reason at any time without liability to Customer, both (i) and (ii) subject to previous notification no later than six weeks prior to such modification or discontinuation taking effect.
4. If Customer does not object to such modification within a period of two weeks from the receipt of Ventuz's notification, the change becomes part of the Contract Software. If Customer objects to such modifications, Ventuz shall have the right to terminate

the affected Contract Software with two weeks prior notice. Notifications will include information about the nature of the changes, the effective date, and any actions that Customer may need to take as a result of the changes.

## 17.Miscellaneous

1. Without the written consent of Ventuz, Customer shall not be entitled to assign any rights or claims arising from or in connection with this License Agreement to any third party.
2. Customer may only exercise the right to set-off with respect to undisputed claims or those that have been legally established.
3. Customer may only exercise a right of retention with respect to undisputed claims or those that have been legally established.
4. In the event that a provision of these General Terms and Conditions, or any part thereof, is found to be invalid or otherwise unenforceable, the remaining provisions hereof continue in full force and effect, and the Parties will agree to replace the ineffective or unenforceable provision with such appropriate one that comes closest to what the Parties would have wanted at the time of the execution hereof had they been aware of such ineffectiveness or unenforceability; the same applies in cases in which this License Agreement are found to contain a gap.
5. The Agreement will be governed by and construed in accordance with German law, without giving effect to any choice of law or conflict of laws provision. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement. Mandatory statutory consumer regulations according to the law of the country where the consumer has his habitual residence shall remain unaffected.
6. For all disputes arising from or in connection with this License Agreement, the statutory place of jurisdiction shall apply. If and to the extent the Customer is not domiciled in Germany or in another Member State of the European Union, or has moved its residence abroad after conclusion of this License Agreement, or if its residence or habitual domicile is unknown at the time of filing an action, the exclusive place of jurisdiction shall be Hamburg, Germany..
7. Ventuz shall not be liable for the untimely, incomplete or absent fulfillment of its contractual obligations if and to the extent that performance is evidently beyond its control, including but not limited to cases of Force Majeure, fire, flood, weather, illness, strike or lock-out, labor unrest, plant closure, embargo, war, accidents, acts of war (whether or not war is actually declared), hostilities or civil unrest, terrorist acts, transportation defects, loss or malfunctions of utilities, communications or computer (software and hardware) services, government action or power outage, provided that Ventuz uses reasonable efforts to comply with the terms of this License Agreement as soon as practicable. If the event continues for more than four (4) weeks and materially impairs the use of the Contract Software or its core functionalities, the Customer may terminate the License Agreement with immediate effect. In such

case, any prepaid License Fees for the period after termination shall be refunded on a pro-rata basis.