![Scope® logo]

General Terms and Conditions (GTC) of Scope Content AG for using the Scope software platform in the "Software as a Service" model.

Version 2.3 of July 1, 2023

1. Subject of the contract

1.1 Content and purpose
These General Terms and Conditions apply to all legal transactions between Scope Content AG (hereinafter "Provider") and its customers (hereinafter "Customers") with regard to the use of the contractual Scope Software platform (hereinafter "SaaS software", short for "Software as a Service") via a data network and other services associated with this use in the sense of a cloud service.

The Provider owns and holds the rights to the SaaS software. They offer the SaaS software to be used by the Customer via a data network. The Customer accesses the SaaS software from their browser via remote access, with mobile or fixed end devices (desktop or notebook, usually not via a tablet or smartphone). The SaaS software is not installed on the Customer's end devices.

When the contract is concluded, the General Terms and Conditions (GTC) valid at the time of conclusion apply exclusively. The Provider expressly states that any existing, deviating terms and conditions of the Customer will not be approved. The Provider can change, supplement or discontinue the services at any time and adjust the GTC accordingly. Changes to the service or the General Terms and Conditions come into effect when the Customer is informed by letter, email or by another suitable means of the Provider's choice.

1.2 Price list
This document applies in connection with the current version of the price list.

2. Services and execution

2.1 Cloud service of the Provider
Within the framework of this contract, the Provider grants usage of the following cloud service for a fee:

- The Provider undertakes to provide the Customer with the Section 2.2 SaaS software listed in accordance with Section 2.3 be made accessible for use via a data network

- For this purpose, the Provider saves the SaaS software on a server platform which the Customer can access via one of the data networks specified in Section 2.2 and thus use the SaaS software.

- The Provider undertakes, in accordance with Section 2.4 to provide standard maintenance services for the contractual SaaS software, including helpdesk services to support the Customer with problems in regular use.

- The Provider also undertakes to store and secure the customer-specific data that arises during use in accordance with Section 2.5.

The Provider is entitled to have subcontractors provide all or individual services to which the Provider is obliged under this contract.

Further services of the Provider, in particular training, can be agreed in writing at any time, insofar as such services are offered by the Provider. They are provided to the Customer on the agreed terms.

2.2 SaaS software
For the term of this contract from the agreed point in time onwards the Provider offers the Customer the SaaS software Scope for finding, processing and publishing online content by transmission via a data network (internet dedicated line, internet dial-up connection, Virtual Private Network [VPN] or GSM mobile phone services) for a fee.

2.3 Rights of use
The Customer is granted a limited, non-exclusive, non-transferable, non-sublicensable right to use the SaaS software specified in Section 2.2 for their own purposes for a fee for the duration of this contract. The provisions of this Section 2.3 regulate the Customer's rights of use conclusively. The Customer is not entitled to make the SaaS software available to third parties for use against payment or free of charge. This does not apply to agents who use the SaaS software for the Customer.

The Provider transmits the agreed number of user names and user passwords to the Customer. The Customer immediately changes the passwords to passwords known only to them. The Customer is solely responsible for the administration of user profiles and passwords and these are to be kept secret by the Customer and protected against unauthorized access.

The right of use only includes the right to use the SaaS software, as listed in Section 2.2 , via remote access via a data line for the Customer's own purposes to the specified extent. Under no circumstances may it be used in an illegal manner or for illegal purposes (including infringement of property rights of third parties or use of unlawfully obtained or processed data). The Customer indemnifies the Provider against all costs, expenses and liability arising from such illegal use. The Provider is entitled to delete unlawful data.

The costs of remote access by the Customer (in particular for the required end devices and the Customer's connection costs) shall be borne by the Customer. The Customer is responsible for the availability of a telecommunications connection. The transfer point for using the SaaS software and the associated data is the router output of the Provider's data center.

The Customer undertakes to meet the defined system requirements and to ensure that users are familiar with the proper operation of the software.

The rights of use granted to the Customer by the Provider for third-party software are limited in scope to those rights of use that the third party has granted the Provider.

The rights of use relate only to the object code, but not to the source code. The Customer may not copy the SaaS software or the structure of the database. The Customer takes the necessary precautions to ensure that third parties do not have access to the SaaS software. In the event of unauthorized access by a third party to the SaaS software, the Customer must report this to the Provider immediately. They support the Provider in taking all permissible means to protect their interests.

The user documentation is part of the granted right to use the SaaS software and is made available by the Provider in electronic form in a wiki software. Downloading or printing out individual pages of the user documentation is possible, but not useful and not recommended, as the content can change continuously. The Customer is not entitled to a printed version of the user documentation.

2.4 Maintenance
Insofar as these are part of the selected license package and no other maintenance services have been agreed, the Provider undertakes to provide the following standard maintenance services for the SaaS software:

- Helpdesk (information service) for the Customer with application problems regarding the SaaS software during business hours; the Provider will answer inquiries (by email or other electronic channels or by telephone) from the Customer regarding the use of the contractual software and other services within normal business hours as soon as possible after receipt of the respective question by telephone or in writing.

- Receiving and reviewing Customer error reports during business hours; An error is present in particular if the software does not fulfill the functions specified in the service description or does not work properly in any other way, so that the use of the software is impossible or restricted.

- Troubleshooting in the event of malfunctions in the SaaS software; The Provider continuously monitors the functionality of the software and immediately eliminates all errors in accordance with the technical possibilities.

- Updating user documentation and providing user documentation in electronic form.

The Provider relies on several external service providers for its software, who supply parts of the desired functionality via automated programming interfaces (Application Programming Interface, or API for short). In the case of this external service provided by third parties, the elimination of errors and faults by the Provider is limited to coordination with this external service provider. If the Provider's SaaS software is substantially impaired by the failure or malfunction of an external service provider, the Provider will take appropriate measures to restore the important functions as quickly as possible and/or propose measures to the Customer on how to continue to use the SaaS software.

The fee for the standard maintenance services is included in the regular fee for the cloud service accordance Section 3 below.

Any further maintenance services, which go beyond the standard maintenance services mentioned, will be charged to the Customer according to the applicable rates of the Provider, insofar as they are offered by the Provider.

The Provider is entitled to further develop and adapt the cloud service, in particular the performance features of the SaaS software, in order to take technical progress and changed legal framework conditions into account. Updates and upgrades are usually carried out several times a month, which are immediately available to the Customer due to the nature of the software as an online service. The Provider informs about important updates of the cloud service by email or on a suitable online channel.

If possible, planned maintenance windows take place at off-peak times outside of normal business hours. In the SaaS software, a pop-up bar at the edge of the screen indicates upcoming or current maintenance windows and their expected duration.

2.5 Data, data storage and backup

The Provider grants the Customer storage capacity on the Provider's servers for storing data in connection with the use of the SaaS software.

The data belong to the jurisdiction of the Customer using the cloud service, even if they are stored locally with the Provider. The Customer is solely responsible for the storage and processing of the data. In particular, when collecting and processing personal data, they adhere to the provisions of the applicable data protection law.

The Provider is entitled to delete the Customer's data they store 30 days after the end of the contract, unless the Provider is obliged to keep them according to the law.

The Provider takes appropriate precautions against data loss in the event of failures of the cloud server and to prevent unauthorized access by third parties to the Customer's data. For this purpose, the Provider makes regular backups, checks the server platform for viruses and protects the Customer's access data stored on the server against unauthorized access using suitable, current means.

2.6 Customer's obligations to cooperate

The Customer is responsible for providing and maintaining the end devices required to use the SaaS software, the data line for accessing the SaaS software (e.g. hardware and operating system, network devices, rental or internet connection, etc.) and ensures that their configuration and technical status generally correspond to the current state of the art. The bandwidth of the internet connection used to access the SaaS software should be at least 20 Mbit/s. The screen resolution of the monitor on which the SaaS software is used in full-screen mode should be at least 1280 pixels wide. The SaaS software should be used with a "modern" web browser in accordance with the specifications of the Provider and operating system manufacturer, including the usual security mechanisms and updates.

The Customer and users designated by them protect the access data for the SaaS software from unauthorized access. Before transmitting data and information to the Provider, the Customer checks them for viruses and uses state-of-the-art virus protection programs.

In the event of serious violations of the terms of use of the cloud service (by the Customer themselves or by users designated by them) or of the Customer's obligation to cooperate, the Provider is entitled to block the Customer's access to the cloud service. In the event of unauthorized transfer of use, the Customer must immediately send the Provider all information required to assert claims against the user, in particular their name and address.

Third-party platforms and software, such as social media platforms or tools, email marketing systems, CRM platforms (Customer Relationship Management) or others, can be connected in different ways. In some cases, the Customer can set up the connection themselves using standardized interfaces such as the OAuth protocol (Open Authorization).

The Provider further creates and operates its own interfaces between its SaaS software and third-party services. If the Customer wishes to use them, they must grant the Provider the necessary access authorizations (user name(s), passwords, API keys) and any other necessary information such as documentation, if not public.

In both cases, the Customer is responsible for the careful handling of the platforms and the corresponding data, in particular when publishing social media posts, sending emails and completing other transactions from the SaaS software.

The Customer must ensure that all recipients agree to receiving emails, both recipients whose data they have provided and recipients who have subscribed themselves, and generally for compliance with the current data protection regulations and legislation against unfair competition.

2.7 Linking, embedding and copyright

The Provider's SaaS software allows content, usually current articles, to be found, organized and sent or published embedded, as individual articles or aggregated, for example in the form of an email newsletter, a post on a website or other online platform. As a further channel for displaying the content, the Provider operates a website under the domain contentview.page according to the principle of "white labeling", i.e. without naming one's own brand, on which the Customer can publish their own and curated content in order to distribute it via social media, for example via a link.

The Customer may link content from external websites during their work. They are not responsible for ensuring that these do not contain or refer to criminal, illegal or otherwise ethically questionable content (e.g. phishing, pornography).

As a rule, the content found and temporarily stored by the SaaS software is subject to copyright law. In most cases, the corresponding rights lie with the operator of the website on which this content was originally published; in some cases, this is the Customer's own website (if own content is being published). In the case of publication of third-party content, the Customer is responsible for ensuring that no copyrights are violated. This applies to the use of text, photos or other content, especially teasers summarizing articles. Taking this verbatim may constitute copyright infringement. The Provider recommends writing one's own summaries or classifications when redistributing articles. The use of photos should be checked individually in each case. Since the publications are made using the SaaS software in the name and under the sender of the Customer, the Customer bears the responsibility for copyright infringement. The Provider declines responsibility for the aforementioned.

The Provider is entitled to block the account if there is reasonable suspicion that the links published by the Customer are illegal. There is a reasonable suspicion of illegality and/or a violation of the law if courts, authorities or other third parties inform the Provider. The Provider has to inform the Customer about the block and the reason immediately.

3. Remuneration/Invoicing

The software platform is offered as a commercial license in different editions at different prices. A monthly fee is due for provision and use, which depends on the edition and other parameters. This is charged in advance, whereby the advance payment is usually made via invoicing for one year. Monthly prepayment is also possible using an online payment process. A specialized SaaS platform is used to process them.

The Customer agrees to pay the fee for the cloud service in the subscription resulting from the offer. Depending on the subscription, some services are included, while others are billed at cost. The separate price list mentioned with a list of the services and prices including billing and payment modalities is part of the agreement.

The Provider is entitled to adjust the prices for future contract periods. The Provider will announce any price adjustments in good time and in writing. Without a written objection within 30 days, the changes are deemed to have been approved by the Customer. If the Customer does not agree with the price adjustment, they are free not to renew the contract by terminating it at the end of the contract period, whereby the termination must be made in writing and is subject to a notice period of 90 days.

All invoices are to be paid by the Customer strictly within 30 days of the invoice to the account specified by the Provider. Unless otherwise contractually agreed, payments for the agreed contract period (usually 1 year) are paid in advance by bank transfer.

If a different payment cycle has been agreed, for example monthly or quarterly, the agreed contract term applies regardless. If one or more of the periodic payments are outstanding for more than 60 days despite reminders and warnings, the amount for the entire remaining term is automatically due.

Invoices that are not objected to in writing within the payment period are deemed to have been accepted.

The Provider reserves the right to charge the current default interest rate (currently 5%) on outstanding payments after the payment period has expired without forewarning.

The announcement or a receipt that the payment was triggered by the Customer is not of relevance, but the receipt of payment on the account designated by the Provider.

In the event of late payment, the Provider may discontinue the services provided, in particular editorial services and other services, as well as access to the SaaS platform and the associated services of third-party providers, after the expiry of the following periods of late payment:

- for editorial or other services usually provided several times a week: Discontinuation eight days after payment is due;
- for services usually provided on a weekly or fortnightly basis: Discontinuation 15 days after the payment is due;
- for services usually provided on a monthly basis: Discontinuation 31 days after the payment is due;
- further services such as support services or individual adjustments: Discontinuation 31 days after the payment is due;
- access to the SaaS platform, including connections to third-party services, e.g. for sending emails, etc.: Discontinuation 31 days after the payment is due.

In addition, the Provider may claim additional fees and/or terminate the contract without notice in the event of late payment. The Customer shall be fully liable to compensate the Provider for any resulting expenses and damages (including lost profits).

4. Services and billing

In connection with the use of the SaaS software or independently of it, the company can provide various services for its customers, for example in advance for conception or for the representation in the design of the Customer, during setup and commissioning or during the operation in the form of support or monitoring (technical and content) or technical services.

In some cases, the Provider obtains technical services from third parties (e.g. for sending emails). Depending on the individual agreement between Scope and the customer, these services provided by third-party providers can also be charged directly between the third-party provider and the Customer. If Scope administers these, prepays them and charges them to the Customer, a surcharge will be required, see price list.

The services provided can generally be classified differently and are included as part of a licensed package or are charged separately:

- One-time or recurring services,
- Services included in the license or additionally charged services, during or after the end of the setup phase,
- Support with technical or conceptual questions that directly affect the Scope offer, or general questions in the context of the service (e.g. the deliverability of emails, analytics, spam, connection of the Customer's platforms or third-party software, etc.),
- Changes on the part of Scope that are caused by the Scope platform, or those that become necessary due to technical changes when connecting to the Customer's systems (e.g. migration to another system in the area of content management, customer relationship management, ad serving or changes in dispatch logistics),
- Training and familiarization by Scope due to new functions or due to new customer team members.

According to the standard rates on the price list, general project management tasks, unless previously explicitly assigned to the Provider, coordination and knowledge transfer between the Customer's employees or short-term replacements of the Customer's employees are also charged.

The Provider records the expenses made for each customer in detail in a specialized time recording software and shows them individually in the invoices. Included services that are not subject to a fee are also recorded. The effort per separate "case" is recorded in a unit of at least 15 minutes.

Additional services provided according to the price list will be invoiced at the end of each month for the past month or charged to a credit card. The terms of payment apply as for the SaaS licenses.

5. Intellectual property

All intellectual property rights to the cloud service made available to the Customer under this contract belong to the Provider or the software manufacturer. In particular, the Customer does not acquire any rights to the SaaS software itself (including documentation), the developments and the know-how of the Provider.

The Provider is entitled to save the impersonal content defined in the Customer's instance (sources, searches, search results, cached content, etc.) as well as analysis

data and statistics automatically obtained therefrom and to anonymize it for the optimization of the platform and its functionality, as well as for other instances beyond the Customer's contract period. On the other hand, all of the Customer's personal data (access data, email addresses, passwords, tokens, etc.) and any data stored by their recipients will be deleted at the end of the contract period.

The Customer is entitled to use any customer-specific developments created by the Provider on the basis of this contract to the same extent as agreed in Section 2.3 above.

6. Warranty/Liability

6.1 Warranty
The Provider guarantees that the SaaS software will correspond to the contractually agreed specifications for the duration of the contract. In the event of defects, which the Customer immediately informs the Provider of in detail when they are discovered, the Provider will take the necessary measures to remedy the defect within a period that is reasonable under the circumstances.

The Provider cannot guarantee that the SaaS software and its server platform are error-free, nor that they can be used without interruption. In particular, the Provider is entitled to suspend access for urgent maintenance work outside of the agreed maintenance window. The aforementioned warranty applies only to the hardware and software configuration recommended by the Provider. The smooth operation of the SaaS software in connection with third-party software is not guaranteed.

The warranty expires automatically in the event of changes or interventions in the SaaS software or client software not made by the Provider, in the event of incorrect operation or changes to the operating and/or terms of use.

The Provider is obliged to provide its services carefully and professionally. In the event of complaints, the Provider will take the necessary measures to remedy the defect without incurring any costs for the Customer, provided that the Provider is responsible for the defect and the Customer (and their agents) are not at fault.

If a third party disputes the ownership and/or rights of use to the SaaS software, which the Provider has made available to the Customer for use on the basis of this contract, the Customer must inform the Provider immediately of the claim made by the third party. The Customer authorizes the Provider to conduct and settle the legal dispute alone, in particular by means of a settlement. The Customer supports the Provider in this regard and follows their instructions.

The present provision regulates the guarantee made by the Provider conclusively and any further guarantee of the Provider is expressly excluded.

6.2 Liability
Unless liability laws provide otherwise, the Provider is only liable for breaches of contract and non-contractual claims for damage caused intentionally or through gross negligence, but not otherwise. The liability of the Provider for claims of damage caused intentionally or through gross negligence in fulfilling this contract is limited to the sum of one annual fee .

Any liability of the Provider or its vicarious agents for other or further claims and damages, in particular claims for compensation for indirect, indirect or consequential damages, loss of data, loss of profit, loss of use, unrealized savings, loss of earnings, loss of operation or production – regardless of their legal basis – is expressly excluded.

The Provider is under no circumstances liable for illegal content of the data stored with them or their improper use by the Customer. Furthermore, the Provider assumes no liability for the content, correctness and topicality of external links. The operators of the linked pages are responsible for their content. The Customer acknowledges and accepts that the search is automatic and that the content is not checked by the Provider. Therefore, it cannot be ruled out that erotic, pornographic, immoral content or content that violates Swiss or international law in any other way is displayed in the SaaS software.

This limitation of liability applies regardless of the legal basis for liability. A further statutory liability remains reserved, e.g. for gross negligence or illegal intent.

7. Conclusion of the contract and duration of the contract

7.1 Duration and termination of the contract
The contract comes into effect with the signature (physical or electronic signature) of the Customer and the order confirmation from the Provider and is concluded for the initial contract duration regulated. Unless otherwise agreed, a contract is open-ended. It is automatically extended by the length of the initial contract unless it is terminated in writing by one of the contracting parties with a notice period of 90

days before the end of the contract period. The Customer's special termination rights remain reserved in the case of section 3 paragraph 3.

In addition, the contract can be terminated by the Customer in writing at any time under extraordinary circumstances, with a notice period of 20 days before the end of a month. This can occur if an important issue for which the Provider is responsible is not rectified within a reasonable period of time (at least 30 days) after the Provider was notified by the Customer.

If the contract period has not yet expired at the time the contract is terminated by the Customer without an important reason for which the Provider is responsible, the Customer owes the Provider the fees incurred up to the end of the contract period as well as compensation for any additional costs and expenses. A reimbursement pro rata temporis is excluded.

The contract can be terminated by the Provider in writing under extraordinary circumstances should an important reason occur for which the Provider is not responsible. An important reason exists in particular in the case of unlawful use or if the Customer fails to pay even after a last reasonable payment period has been set with the threat of termination, or if bankruptcy proceedings have been initiated against the Customer, or the Customer violates contractual provisions.

If the Provider terminates the contract without notice because the Customer violates contractual provisions or misuses the services for illegal purposes, the Customer owes the Provider the open fees and reimbursement for all additional costs and expenses until the next ordinary termination date.

7.2 Consequences of the termination
At the time of the end of the contract, the Customer's ability to access the cloud service will be discontinued. Upon request, the Customer's data will be made available for download by the Provider. Further post-contractual services of the Provider not considered in this contract are only owed if and to the extent that they are explicitly agreed between the parties.

8. Miscellaneous Provisions

Only the terms and conditions in German are legally binding. Foreign-language terms and conditions are translations of the German-language version and are only intended as a service for the Customer for facilitated understanding. In case of doubt, the German-language version always has priority and legal validity.

8.1 Confidentiality
Both contracting parties and their vicarious agents mutually undertake to maintain the confidentiality of all documents and information that is not generally known, which relate to the business sphere of the other party and become accessible to them during the preparation and execution of the contract. As long as there is a legitimate interest in doing so, this obligation remains in force even after the end of the contractual relationship. In case of doubt, information must be treated confidentially. Both parties undertake to maintain secrecy about the conditions, especially about the price.

The Provider is entitled to name the Customer as a reference, to list their brand on their website and to use general information about the agreed contract in an appropriate manner for marketing and sales purposes.

8.2 Data protection
The contracting parties are aware that the conclusion and fulfillment of this contract can lead to the processing of personal data about the contracting parties, their employees, subcontractors, etc. In such cases, the parties will take appropriate organizational, technical and contractual precautions to ensure data protection.

In particular, the Provider can pass on customer data to selected third parties in Germany and abroad for the purpose of invoicing and collection as well as for the purpose of providing the contractual services and compare them with third parties.

8.3 Export control
The Customer is aware that the cloud service may be subject to the export legislation of various countries and undertakes not to export the cloud service to countries or to natural or legal persons or to allow access by persons for whom, according to the corresponding legislation, an export ban applies. The Provider is also entitled to restrict, temporarily suspend or terminate the Customer's access to the Cloud Service due to provisions relating to trade sanctions or embargoes applicable to it.

8.4 Force majeure
The parties are released from the obligation to perform under this contract as long as and to the extent that the non-performance of services is due to circumstances of force majeure. Circumstances of force majeure include, for example, war, strikes, unrest, expropriation, storms, floods and other natural disasters, power failures or power cuts in the area of the Provider or the external service providers called in by the Provider, as well as other circumstances for which the parties are not responsible. Each contracting party must inform the other contracting party immediately and in writing of the occurrence of a case of force majeure.

8.5 Offsetting claims
The offsetting of any claims of one contracting party against counterclaims of the other party requires the prior written agreement of the contracting parties.

9. Final provisions

9.1 Content of the contract
The relationship between the contracting parties with regard to the subject matter of the contract is based – if there is one – on a written contract and on the written offer from the Provider accepted by the Customer; also on these terms and conditions and the price list. These documents finally replace the negotiations and correspondence conducted prior to the conclusion of the contract. In the event of simultaneous contradictions at the time the order is placed, the offer or the contract takes precedence over the GTC. In the case of several agreements that have been amended at a later date, the most recent valid provisions take precedence over the conflicting conditions of earlier documents.

9.2 Written form
These general terms and conditions form part of the overall contract. If a customer accepts the Provider's offer, they also accept the general terms and conditions and the price list in the version valid at the time, which is referred to in the offer.

9.3 Notices
Notices regarding the exercise of rights and obligations arising from this contract must be sent in writing or electronically to the usual correspondence addresses of the contracting parties.

9.4 Partial nullity
Should individual provisions or parts of the contract, the General Terms and Conditions or an addendum prove to be void or ineffective, this shall not affect the validity of the remainder of the contract. In such a case, the contracting parties will adapt the contract in such a way that the purpose intended with the void or ineffective part is achieved as far as possible.

9.5 Assignment and transfer
This contract may only be assigned or transferred to a third party with the prior written consent of the other contracting party, which may only be withheld for important reasons.

9.6 Applicable law
This contract is subject to Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 and excluding conflict of laws.

9.7 Settlement of disputes
Both contracting parties undertake in good faith to strive for an amicable settlement in the event of differences of opinion in connection with this contract.

9.8 Place of jurisdiction
If, despite the efforts of the contracting parties, no agreement can be reached amicably, the appointed judge at the Provider's registered office in Zurich will be declared exclusively responsible for deciding all disputes arising from or in connection with this contract, unless the Provider decides the Customer should be prosecuted at their registered office.