

Exhibit 3. EU SPECIFIC TERMS

1. REPRESENTATIONS AND WARRANTIES

1. Service Levels. CoreMedia will provide the Services in accordance with the Service Description (**Exhibit 1 and 2**). Any errors or defects that occur will be rectified in accordance with the response times and the Service Levels as set out in **Exhibit 2**.

2. LIABILITY AND LIMITATION OF LIABILITY

1. Statutory warranty law. Statutory warranty law applies in accordance with the provisions of this Agreement. If CoreMedia provides the Services under this Agreement in a defective manner, the Subscriber is entitled to demand remedy of any errors and defects in accordance with this Agreement. Reference is made to the Service Levels. If remediation is not possible, or if remediation fails, the Subscriber is entitled to demand compensation or reimbursement of his futile expenses, as well as to reduce the remuneration and, if the Subscriber cannot reasonably be expected to continue the contractual relationship until the expiry of the notice period, taking into account all circumstances of the individual case and weighing up the interests of both Parties, to terminate the contractual relationship for good cause without observing a notice period.
2. General Damages Cap. Each Party's aggregate monetary Liability under this Agreement will be limited to monetary damages not to exceed the amount of the lesser of (i) EUR 500,000 or (ii) the amount of the Fees paid by Subscriber during the twelve (12) months immediately preceding the event giving rise to the first such claim to occur (the "General Damages Cap").
3. Disclaimer of Consequential Damages. Except otherwise not permitted to be limited under applicable law, neither Party will be liable to the other Party hereto or any third party for any claims for loss of profit and the Parties shall only be liable insofar as the damages are typically associated with the Agreement and are foreseeable.
4. Exceptions to Limitations on Liability. Nothing in this Agreement excludes or limits either Party's Liability for:
 - a. death, personal injury, or
 - b. intent or gross negligence of its employees or agents;
 - c. in the event of fraudulent intent or fraudulent misrepresentation;
 - d. or matters for which Liability cannot be excluded or limited under applicable law.

CoreMedia shall also be liable for damages caused by simple negligence, insofar as such negligence relates to the breach of such contractual obligations, with which is of particular importance for the achievement of the purpose of the Agreement.

5. Duty to Mitigate. Each Party will have the duty to mitigate its damages for which another Party may become responsible.
6. Product Liability Act. Liability under the Product Liability Act remains unaffected.

3. INDEMNIFICATION

1. CoreMedia Indemnification. CoreMedia shall defend Subscriber from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") alleging that the Services infringe such third-party's intellectual property rights and shall pay all amounts finally awarded by a court of competent jurisdiction or agreed to in settlement; provided that the foregoing obligation shall not apply with respect to any Third-Party Claim based in whole or in part upon: (i) CoreMedia's compliance with Subscriber's specifications; (ii) Subscriber's use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by CoreMedia; or (iii) Third-Party Products. If the Services or any component thereof become, or in the opinion of CoreMedia are likely to become, the subject of a Third-Party Claim (each an "**Allegedly Infringing Item**"), then CoreMedia will use reasonable efforts, at its cost and expense, to: (a) procure for Subscriber the right to continue using the Allegedly Infringing Item at no additional cost to Subscriber; (b) replace or modify, in whole or in part, the Allegedly Infringing Item to make the Services no longer infringing; or (c) if neither (a) nor (b) are reasonably commercially available to CoreMedia and the Allegedly Infringing Item is a material part of the Services, either Party may terminate the Agreement, effective immediately on written notice, and CoreMedia will provide to Subscriber a refund of Fees prepaid for the remainder of the then-current Subscription Period.
2. Subscriber Indemnification. Subscriber shall indemnify and, at CoreMedia's option, defend CoreMedia and its affiliates, and its and their respective employees, contractors, agents, representatives, successors, and assigns from and against any damages and costs resulting from a Third-Party Claim that the Subscriber Data, or any use of the Subscriber Data in accordance with this Agreement, infringes or misappropriates such third-party's rights and any Third-Party Claims based on Subscriber's or any use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by CoreMedia in writing or the Documentation.
3. Indemnity Procedures. The Party seeking indemnification (the "**Indemnified Party**") will provide the Party from whom indemnification is sought (the "**Indemnifying Party**") (i) prompt written of any Third-Party Claim (provided that the Indemnified

Party's failure to provide such notice will not relieve the Indemnifying Party of its obligations hereunder except to the extent material prejudice results from such failure); (ii) sole control over the defense and settlement of the Third-Party Claim as described above (provided that neither Party may settle any Third-Party Claim in a manner that imposes any obligation of any kind on the other Party without the other Party's prior written consent, not to be unreasonably withheld, conditioned, or delayed); and (iii) all reasonable cooperation, at the Indemnifying Party's request and expense, in the defense and settlement of the Third-Party Claim.

4. Sole Remedy for IP Infringement. SECTION SETS FORTH COREMEDIA'S SOLE AND EXCLUSIVE LIABILITY, AND SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY CLAIM OF INFRINGEMENT OF A THIRD-PARTY'S INTELLECTUAL PROPERTY RIGHTS.

4. MISCELLANEOUS

1. Notices. All notices that are required or permitted under this Agreement may be sent via email to CoreMedia at info@coremedia.com and to Subscriber at [insert email address] with a copy sent by registered or certified mail (return receipt requested), personal delivery, overnight commercial carrier, to the other Party at the address set forth below:
 - The notice will be effective as of the date of delivery.
 - A Party may change the address at which it receives notice by giving notice to the other Party in accordance with this Section.
2. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, CoreMedia may assign this Agreement in its entirety without consent of Subscriber to one of its Affiliated Companies or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Agreement. Any attempt by a Party to assign its rights or obligations under this Agreement other than as permitted by this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
3. Force Majeure. Neither Party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, pandemics, terrorism, riots, or war.
4. Subcontracting. CoreMedia may subcontract obligations under this Agreement but will remain liable to Subscriber for any subcontracted obligations.

5. No Agency. This Agreement does not create any agency, partnership, or joint venture between the Parties.
6. No Waiver. Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.
7. Severability. If any part of this Agreement is invalid, illegal, or unenforceable, the rest of this Agreement will remain in effect.
8. Governing Law; Place of Jurisdiction. All claims arising out of or relating to this Agreement or the Services will be governed by the Laws of Germany. All disputes and claims arising from or relating to this Agreement must first (i) attempt to be resolved amicably by the Parties through negotiation within thirty days (30) of written notice of such dispute. Place of jurisdiction shall be Hamburg, Germany.
9. Time to Bring Claims. Except for actions for non-payment or breach of CoreMedia's proprietary rights, the Parties must assert any claim under this Agreement no later than the end of the eighteen (18) month period that begins on the earlier to occur of (a) the effective date of the expiration or termination of this Agreement or (b) the date that the claim first accrued; and the Parties waive the right to file any such claim under any longer statute of limitations. The foregoing shall not apply to a party's indemnification obligations under this Agreement.
10. Headers. Headings and captions used in this Agreement are for reference purposes only and will not have any effect on the interpretation of this Agreement.