

Master Service Agreement

CoreMedia Experience Platform

This CoreMedia Experience Platform – Master Service Agreement (“MSA”) is effective between the parties identified in the relevant order form (the “Order Form”). Service recipient is following stated as “Subscriber” or “The Subscriber” and Service Provider is stated as “CoreMedia”. Each of them is also referred to as a “Party” and collectively referred to as the “Parties” herein.

CoreMedia is the developer of certain CoreMedia software and provides and operates the CoreMedia Experience Platform – Service which consists of the CoreMedia Content Cloud (the “CoreMedia Content Cloud – Service”) which is a so-called platform as a service (“PaaS”) and / or the CoreMedia Engagement Cloud (the “CoreMedia Engagement Cloud – Service”). Subscriber owns mobile applications and/or websites (the “Subscriber Applications”). Both offerings mentioned above will enable the provisioning and operation of the Subscriber Application as defined in the Order Form.

The CoreMedia Experience Platform – Master Service Agreement, together with the Order Form(s) and Exhibit 1 (Product Description), Exhibit 2 (Service Description), Exhibit 3 (Support Terms & Service Level), Exhibit 4 (Regional Specific Terms) and Exhibit 5 (Data Processing Agreement), is the complete agreement for the services provided by CoreMedia (collectively, this “Agreement”) and governs the use of the CoreMedia Experience Platform, effective as of the date set forth in the Order Form(s).

1. Definitions

1. **“Add-On”** refers to one or more additional functionalities of the Product Software which can be selected by the Subscriber, and which is subject to an additional fee. These additional functionalities are not necessary to run the Product Software. If such Add-Ons are subject of this Agreement, it is set out in the relevant **Order Form**. The specific functionality of the respective Add-Ons is described in the relevant **Exhibit 1 – Product Description**.
2. **“Affiliated Company”** means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a Party.

3. **"AUP"** means the then-current acceptable use policy for the Services attached hereto as **Exhibit 2, Annex 2**, as updated from time to time with notice from CoreMedia.
4. **"Burstable Delivery Unit"** means a Delivery Unit of the CoreMedia Content Cloud – Service that provides additional delivery capacity for plannable periods of expected higher traffic. A Burstable Delivery Unit is available for one month (30 days) within a contractual year. Provisioning of Burstable Delivery Units must be ordered by Subscriber no less than seven business days before the additional capacity is needed. A Burstable Delivery Unit is functionally equivalent to a Delivery Unit. If multiple Burstable Delivery Units are ordered the capacity can either be requested for multiple non-overlapping months or multiple Burstable Delivery Units can be requested for the same period within one contract year. Unused Burstable Delivery Units expire at the end of a contract year and cannot be carried over.
5. **"Cloud Tools"** means additional software components, tools, and APIs that are provided exclusively to Subscribers to the PaaS but are not part of the Product Software or any given Add On.
6. **"Concurrent User"** means editorial users who interact with the CoreMedia Content Cloud – Service at any given point in time. The quantity is defined on the Order Form. For the avoidance of doubt, the total number of users logged in to the Production Environment at any given point in time count towards the total number of Concurrent Users.
7. **"Control"** means control of greater than 50% of the voting rights or equity interests of a Party.
8. **"Delivery Unit"** means provisioned cloud infrastructure of the CoreMedia Content Cloud – Service for content delivery purposes. The delivery capacity is represented by number of requests per second (requests/s) that the infrastructure is able to handle.
9. **"Development Sandbox"** means an Environment of the CoreMedia Content Cloud – Service designed to be used to
 - a. develop customizations and integrations
 - b. perform functional testing of said customization and integrations
 - c. perform upgrade/configuration and transitioning tests.The number of Development Sandboxes is defined on the Order Form. The right of use of the Product Software or any Add Ons in a Development Sandbox is solely granted in connection with a subscription for a Production Environment.
10. **"Documentation"** refers to the user and/or developer manuals for the Product Software and Cloud Tools and Services.

11. **"End-Subscriber"** means those entities or Affiliated Companies, as applicable, authorized by the Subscriber in accordance with this Agreement to use the CoreMedia Experience Platform.
12. **"End User"** means an individual that Subscriber permits to access and use a Subscriber Application.
13. **"Environment"** means a logically separate installation of a complete and self-sustained copy of CoreMedia Content Cloud – Service within a Subscriber's Instance. Environment is the more generic term for either a Development Sandbox, a Pre-Production Environment, or a Production Environment.
14. **"Extra Service Hours"** are charged at extra fees if a Subscriber is requesting Deployment Services to an extent that exceeds the amount agreed to in the Order Form. The Subscriber will be informed when a extra charges apply, and is required to confirm that request.
15. **"Geographic Region"** means a separate geographic area as defined by the provider of the public cloud services a CoreMedia Content Cloud – Service Instance is deployed to.
16. **"Incident Management"** is the process to restore the CoreMedia Content Cloud – Services to operation within expected and normal parameters as described in section **Service Level**. In this process, CoreMedia identifies, analyzes, and corrects incidents and coordinates with Subscriber as defined in section **Support Terms of Exhibit 3**.
17. **"Indemnified Liabilities"** means any (a) settlement amounts approved by the indemnifying Party, and (b) damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable fees and expenses of litigation or other proceedings or of any claim, default or assessment) up to an amount of one times of the Fees paid CoreMedia under this Agreement in the one year period preceding the event giving rise to the claim.
18. **"Infrastructure Maintenance"** means services and activities rendered by CoreMedia in order to ensure appropriate functionality of the of the CoreMedia Content Cloud – Services, to reflect changes in technology, industry best practices, and secure operations as described in section Infrastructure Maintenance above.
19. **"Instance"** is the technical term for the account of the Subscriber in the CoreMedia Content Cloud – Service. An Instance typically has at least on Production Environment and one Development Sandbox.

20. **“Max Requests”** means the maximum number of dynamic requests per second that the Delivery Units can handle based on CoreMedia’s reference implementation with a typical load pattern. Performance is largely determined by content, Subscriber’s implementation and customizations, and load patterns. A dynamic request is a request that passes through to the CoreMedia delivery application because the global CDN does not hold a cache entry for that particular request (“cache miss”).
21. **“Ops-Point”** is a measure of effort required to fulfill typical service requests (“Deployment Services”) from the Subscriber that require manual intervention from CoreMedia, and that are not performed by the Subscriber using self-service facilities of the CoreMedia Content Cloud – Service as described in the Service Description.
22. **“Primary Geographic Region”** is a concrete geographic region that the CoreMedia Content Cloud – Service components are deployed to.
23. **“Pre-Production Environment”** is an Environment of the CoreMedia Content Cloud – Service intended to be used for non-production purposes to
- a. perform testing,
 - b. perform production-like analysis or
 - c. train editorial or operations staff.
- The quantity is defined on the Order Form. The right of use of the Product Software or any Add Ons in a Pre-Production Environment is solely granted in connection with a subscription for a Production Environment.
24. **“Production Environment”** is an Environment of the CoreMedia Content Cloud – Service intended to be used to deliver mission-critical production workloads.
25. **“Product Maintenance”** means new releases of the relevant Product Software or any Add On available to Subscribers described in **Exhibit 2**.
26. **“Production Service”** means the delivery of content generated and managed by the of the CoreMedia Content Cloud – Services that is deployed in a Production Environment, i.e., the application and infrastructure intended to make the service available to End Users.
27. **“Professional Services”** means training, implementation, and expert consultation services provided by CoreMedia.
28. **“Product Software”** means the sum of all software artifacts (core components, Add-Ons, tools) that constitute the “Product Software”, as described in **Exhibit 1**. The respective Product Software acquired under this Agreement may be either the CoreMedia Content Cloud software and / or the CoreMedia Engagement Cloud software – together CoreMedia Experience Platform – and is stated in the respective Order Form referred to.

29. **"Sites"** means the combined total number of shops, languages, internet digital websites or any other clustered set of content, represented by a published content item of type "Site Indicator" in the Production Environment of the CoreMedia Content Cloud – Service, or an equivalent technical content item in case the Subscriber has customized the respective application logic.

Example: The Subscriber operates an internet digital website reachable at mysite.com in language English, and an Italian translated version of that presence at mysite.it. Additionally, the Subscriber operates a single-language internet digital website myothersite.org with different content. The total number of Sites is "three" (3) in this example.

30. **"Site Packages"** are pre-defined bundles of the CoreMedia Content Cloud – Service that grant the Subscriber the right to operate one Site in each of the countries listed in the respective package, as defined in **Exhibit 1**, section **"Site Packages"**. Additional Sites in the sense of the above definition, which are not covered by a Site Package, are counted separately.
31. **"Storage"** means the total storage space used for any type of content managed within a Subscriber's CoreMedia Content Cloud – Service Instance, cumulative for all Environments.
32. **"Subscriber Content"** means any content provided by the Subscriber or any of the Subscriber's Users and that is stored in, or run on or through, the CoreMedia Content Cloud – Service.
33. **"Subscriber Indemnified Materials"** means Subscriber Content, Third Party Content or Third Party Services.
34. **"Support Services"** means support services rendered by CoreMedia via telephone and electronic ticketing system, referring to the relevant Product Software, any Add On or Cloud Tools as described in **Exhibit 3**.
35. **"Third Party Content"** means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of the system boundaries of the CoreMedia Service that the Subscriber may access through, within, or in conjunction with the Subscriber use of, the Services. Examples of Third-Party Content include, but are not limited to, data feeds from social network services, RSS feeds from blog posts, CoreMedia data marketplaces and libraries, dictionaries, and marketing data.
36. **"Traffic"** means the total amount of data transferred from Subscriber's CoreMedia Content Cloud – Service Instance to the internet, and includes traffic incurred through both editorial users, website users, or developers, for preview, search, all other service components, and for development purposes.

37. **"Overage Storage"** means storage of the CoreMedia Content Cloud – Service which exceeds the storage as set out in the relevant Order Form. If the amount of storage used (measured once a month) exceeds the amount subscribed to as per the Order Form, then "Overage Storage" will be charged monthly based on the then applicable price list without the need of a further Order Form.
38. **"Overage Traffic"** means traffic incurred which exceeds the traffic of the CoreMedia Content Cloud – Service as set out in the relevant Order Form. If the amount of traffic included in the subscription (accumulated during the month) is exceeded, then "Overage Traffic" will be charged monthly, based on the then applicable price list without the need of a further Order Form.
39. **"Usage Limits"** means the number of Concurrent Users, Sites, Traffic, Storage, Delivery Units and Burstable Delivery Units detailed in the Order Form and restricting the use CoreMedia's Services. The number of Concurrent Users as set out in the relevant Order Form refers to a specified number of Users, and the CoreMedia Content Cloud – Service cannot be accessed by more than that number of Users at the same time. If Usage Limits are exceeded, Service Level Objectives may degrade, and additional charges might apply automatically. It is referred to "Overage Traffic" and "Overage Storage".
40. **"User(s)"** means those employees and contractors, as applicable, authorized by the Subscriber or on the Subscriber behalf to use the Services in accordance with this Agreement. For Services that are specifically designed to allow the Subscriber's clients, agents, subscribers, suppliers or other third parties to access the Services to interact with the Subscriber, such third parties will be considered "Users" subject to the terms of this Agreement.
41. **"User Data"** means any and all personal information and data that: (a) a Party or its Affiliated Companies or their respective representatives or Users input into the Services; or (b) is generated by a Party's and/or its' Affiliated Companies' use of the Services or a Party's End Users' engagement or interaction with the Services.

2. Services

1. CoreMedia will provide the services specified in the relevant Order Form (the "Services") in accordance with this Agreement; and Subscriber may access and use such Services in accordance with this Agreement. Services are rendered during the term stated in the Order Form(s), unless earlier terminated in accordance with this Agreement.
2. The Services include the use of the relevant Product Software and the Cloud Tools and may include the use of Add Ons. Reference is made to **Exhibit 2** for an overview

of the CoreMedia Services. Product Software, Add Ons and Cloud Tools are described in **Exhibit 1** to this Agreement.

3. As part of the CoreMedia Services CoreMedia also provides Support Services as defined in **Exhibit 3**, and Maintenance Services for the relevant Product Software as stated in **Exhibit 2**.
4. CoreMedia's Services may also include additional services ("Additional Services") as set out in a relevant Order Form. Any Additional Services which are added during the Term will be prorated for the remaining time left in the Term and terminate at the same time as the other services at the end of the Term, unless renewed if not otherwise agreed by the Parties in the relevant Order Form. Additional Services are subject to the relevant Service Description.
5. The Services may further include training, implementation, and / or expert consultation services provided by CoreMedia for all aspects of the CoreMedia Services ("Professional Services"). Any given Professional Services are also stated in the relevant Order Form.
6. If stated in the Order Form, some Services are subject to Usage Limits. If Usage Limits are exceeded, additional charges might apply.

3. Subscriber and Third Party Content

1. The Services may enable the Subscriber to display Subscriber Content. The Services also enable the Subscriber to link to, transmit the Subscriber Content to, or otherwise access third parties' websites, platforms, products, services, and information ("Third Party Services"). The Services may also enable the Subscriber to display Third Party Content. CoreMedia does not control and is not responsible for Subscriber Content as well as Third Party Services and Third Party Content.
2. Subscriber will (a) ensure that Subscriber, the Subscriber Applications and Users access and use of the Services complies with the AUP as stated in **Exhibit 2, Annex 2** and the provisions of this Agreement, (b) cooperate with CoreMedia in preventing any unauthorized access or use of the Services, and (c) promptly notify CoreMedia of any noncompliance with such policies or provisions or unauthorized use of, or access to, the Services of which Subscriber becomes aware.
3. The Subscriber acknowledges that: (i.) the nature, type, quality, and availability of Third-Party Content may change at any time during the Term, and (ii.) features of the CoreMedia Services that interoperate with Third-Party Services, depend on the continuing availability of such third parties' respective application programming interfaces ("APIs"). As part of Product Maintenance CoreMedia may need to update, change, or modify the CoreMedia Services under this Agreement as a result of a

change in, or unavailability of, such Third-Party Content, Third Party Services or APIs. If any third-party ceases to make its Third-Party Content, Third Party Services or APIs available on reasonable terms for the Services, as determined by CoreMedia's sole discretion, CoreMedia may cease providing access to the affected Third-Party Content, Third Party Services or APIs without any liability to CoreMedia. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Term does not affect the Subscriber's obligations under this Agreement or the applicable Order Form, and the Subscriber will not be entitled to any refund, credit, or other compensation due to any such changes.

4. Subscriber is responsible for any security vulnerabilities arising from the use of Subscriber Content, Third Party Content and / or Third Party Services including any viruses, Trojan horses, worms, or other harmful programming routines contained in the Subscriber Content, Third Party Content and / or Third Party Services.

4. Fees and Payment

1. All fees for Services (the "Fee") and payment terms are stated in the relevant Order Form and are due and payable by the Subscriber within fourteen (14) days after receipt of an invoice. Once placed, the Order Form is non-cancelable, and the sums paid are non-refundable.
2. The Subscriber understands that the Subscriber may receive multiple invoices for the Services ordered if the Fees are not fully prepaid upfront for the Services during the Term.
3. If the Subscriber, any Affiliated Company or End-Subscriber exceeds the Usage Limits as set out in the Order Form, then the Subscriber is obliged to pay Fees for the excess of Usage Limits on the basis of the then current pricelist in arrears within fourteen (14) days after receipt of an invoice.
4. It is the Subscriber's responsibility to provide valid billing contact information and inform CoreMedia on changes.
5. Fees that have not been timely paid are subject to the lower of (a) the finance charge of 1.5% per month on any outstanding balance or (b) the maximum interest permitted by law, and shall include all costs of collections (including, but not limited to, reasonable attorneys' fees).
6. Subscriber agrees to pay all taxes with respect to the provision of Services under this Agreement, which may be assessed against CoreMedia or Subscriber. At its option, CoreMedia may include applicable taxes in its invoices in which event Subscriber shall pay to CoreMedia the taxes so invoiced. If Subscriber provides CoreMedia with an applicable exemption certificate, issued by an applicable

Governmental Authority. Fees for Services listed in an Order Form are exclusive of taxes and expenses.

7. If the Subscriber wishes to extend this Agreement beyond the Term, CoreMedia reserves the right to revise the Fees charged for any applicable renewal period upon written notification to the Subscriber, with 90 (ninety) days prior notice.
8. The Fee for the CoreMedia Content Cloud – Service increases annually after the Initial Term by 7%.

5. Confidentiality

1. The Recipient will only use the Disclosing Party's Confidential Information to exercise its rights and fulfill its obligations under this Agreement and will use reasonable care to protect against the disclosure of the Disclosing Party's Confidential Information. Notwithstanding any other provision in this Agreement, the Recipient may disclose the Disclosing Party's Confidential Information (a) to its Delegates who have a need to know and who are bound by confidentiality obligations at least as protective as those in this **Section 5 (Confidentiality)**; (b) with the Disclosing Party's written consent; or (c) as strictly necessary to comply with Legal Process, provided the Recipient promptly notifies the Disclosing Party prior to such disclosure unless the Recipient is legally prohibited from doing so. The Recipient will comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information.
2. To the extent required by applicable law, lawful order or requirement of a court or governmental authority, a Party may disclose the other Party's Confidential Information and any other information related to this Agreement, in accordance with such law, order or requirement; provided, however, if permitted under such law, order or requirement, the Party will provide notice to the other Party prior to furnishing the requested information and, upon request of and at the expense of the other Party, cooperate in seeking reasonable arrangements to protect the confidential nature of such information.
3. Upon the expiration or any termination of the Term of this Agreement, each Party's Confidential Information shall be destroyed within thirty (30) days after such expiration or termination; provided, however, that either Party may retain copies of the other Party's Confidential Information, unless otherwise prohibited by applicable Law, (i) necessary for its internal practices and procedures (including without limitation for legal and accounting purposes) but not for use otherwise, and (ii) in its backup media, system logs, accounting records, and other data archives until such media are destroyed or overwritten in the normal course of business, provided that such Party shall not be permitted to make active, intentional use of such backed-up

or archived Confidential Information and the such Party shall continue to be bound by the provisions of this **Section 5 (Confidentiality)** with respect to such Confidential Information.

6. Data Use, Processing and Security

1. CoreMedia will only access, process and use personal User Data in accordance with the Data Privacy Addendum which is incorporated by reference to this Agreement. Both Parties shall comply with their respective obligations under this Data Privacy Addendum.
2. CoreMedia shall be responsible for establishing and maintaining a data privacy and information security program. Certain data security obligations of the Parties are set forth in the Data Privacy Addendum.
3. CoreMedia will implement all necessary technical and organizational measures to ensure operational resilience and information security in accordance with the requirements of the applicable laws. These measures include but are not limited to (i.) use of firewalls and anti-virus software, (ii.) regular security updates and patches, (iii.) encryption of sensitive data and (iv.) performance of regular security checks and penetration tests. CoreMedia commits to providing the Subscriber with regular and on-demand reports on operational resilience measures and security arrangements. The Subscriber has the right to conduct regular audits and inspections of CoreMedia's Services. Reference is made to section 7 (Audit Rights). CoreMedia commits to implementing and regularly testing comprehensive emergency plans and business continuity measures as well as a continuous risk management program that includes the identification, assessment and mitigation of security risks. This program includes the implementation of employee training to increase safety awareness. CoreMedia is obliged to immediately inform the Subscriber about security incidents, the nature of the incident, the measures taken and the potential impact. If applicable by law CoreMedia will inform the competent supervisory authority immediately, but at the latest within 24 hours. CoreMedia commits to monitoring all relevant legal requirements and regulatory changes and adjusting the contractual measures accordingly. CoreMedia has appointed a safety officer to safeguard compliance with the above-mentioned measures.
4. CoreMedia will additionally protect the Subscriber Content as described in **Exhibit 2 and 5**, which define the administrative, physical, technical, and other safeguards applied to the Subscriber Content residing in the Services and describe other aspects of system management applicable to the Services. CoreMedia and CoreMedia's Affiliated Companies may perform certain aspects of the Services from locations and/or through use of subcontractors worldwide.

5. CoreMedia may process data based on extracts of User Data on an aggregated and non-identifiable form, for CoreMedia's legitimate business purposes, including for testing, development, controls and operations of the Services, and may share and retain such data at CoreMedia's discretion. CoreMedia may (i.) compile aggregated anonymized statistical and other information related to the performance, operation and use of the Services, and (ii.) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes i. and ii. are collectively referred to as "Service Analyses"). CoreMedia may make Service Analyses publicly available; however, Service Analyses will not incorporate the Subscriber Content or Confidential Information, and Service Analyses do not constitute personal data. CoreMedia retains all intellectual property rights in Service Analyses.

7. Audit

1. Upon request from the other Party, the audited Party will retain an auditor, to be paid for by the auditing Party, and the audited Party will provide the auditor with access to all information needed to assess compliance with this Agreement. Any output created by the auditor will be protected as Confidential Information of the audited Party in accordance with Confidentiality. The auditing Party will provide 14 (fourteen) business days notice prior to conducting the mentioned audit.
2. Reconciliation. Should any audit reveal that the Services has been underpaid, within thirty days after the date of the Parties' receipt of a copy of the audit report:
 - a. the Subscriber owing an amount shall pay CoreMedia the difference revealed by the audit; and
 - b. the third-party costs charged by auditor in respect of the audit, if such underpayment is more than five percent (5 %) of the total Fees for the period(s) audited; and
 - c. any Subscriber who has sublicensed the Services to an End-Subscriber will owe the foregoing amount directly to CoreMedia if such Subscriber fails to pay.
3. The audited Party will afford the auditor all reasonable assistance in the performance of the audit at its sole cost and expense (including, without limitation, for staff hours incurred in connection with such audit). The auditor will deliver a copy of its preliminary observations to the audited Party to provide that Party with an opportunity to comment on any inconsistencies or inaccuracies. The audited Party shall submit its comments back to the auditor within ten business days of receipt of the auditor's observations, following which the auditor will finalize its report and provide a final version to both Parties. The audited Party acknowledges that when submitting its final report, the auditor will also provide the auditing Party with a summary of any amendments made to the report as a consequence of the audited Party's comments.

4. Once the auditor has finalized its findings, the auditing Party will not thereafter have the right to re-examine the period covered by such audit or otherwise dispute such findings.

8. Term and Termination

1. This Agreement shall commence on the Effective Date and continue for an initial period specified in the relevant Order Form (the “Initial Term”) and thereafter automatically renew for successive terms of one year each (each a “Renewal Term,” and together with the Initial Term, the “Term”), unless either Party provides written notice three months prior to the end of the Initial Term or any Renewal Term, or this Agreement is earlier terminated in accordance with the provisions of this Agreement.
2. Either Party may terminate the Term of this Agreement with written notice if the other Party (i) is in material breach of this Agreement and fails to cure that breach within 30 days after receipt of written notice, (ii) ceases its business operations, or (iii) becomes subject to insolvency proceedings and such proceedings are not dismissed within ninety (90) days.
3. Upon the expiration or any termination of the Term this Agreement, Subscriber shall, as of the date of such expiration or termination, immediately cease accessing and otherwise utilizing the Services. For a period of no less than thirty (30) days after the end of the Term, CoreMedia will make the Subscriber Content (as it existed at the end of the Term) available for retrieval by the Subscriber. At the end of such thirty (30) day period, and except as may be required by law, CoreMedia will delete or otherwise render inaccessible any of the Subscriber Content that remains in the CoreMedia Content Cloud – Services.
4. Does the Subscriber continue to use the CoreMedia Services, CoreMedia is entitled to invoice the Subscriber and the Subscriber is obliged to pay this invoice. The amount invoiced is according to the amount of the last Renewal Term specified in the relevant Order Form.
5. CoreMedia may suspend the Subscriber or the Subscriber’s Users’ access to, or use of, the Services if CoreMedia believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the CoreMedia Content Cloud – Services or any content, data, or applications in the Services; (b) the Subscriber or the Subscriber’s Users are accessing or using the CoreMedia Content Cloud – Services to commit an illegal act; or (c) there is a breach of this Agreement. When reasonably practicable and lawfully permitted, CoreMedia will provide the Subscriber with advance notice of any such suspension. CoreMedia will use reasonable efforts to re-establish the CoreMedia Content Cloud – Services promptly

after CoreMedia determines that the issue causing the suspension has been resolved. During any suspension period, CoreMedia will make the Subscriber Content (as it existed on the suspension date) available to the Subscriber. Any suspension under this paragraph shall not excuse the Subscriber from the Subscriber's obligation to make payments under this Agreement.

6. The following Sections will survive expiration or termination of this Agreement: Section 4 (Fees and Payment), Section 9 (Ownership & Usage Rights), Section 5 (Confidentiality), Section 6 (Data Use, Processing and Security), Exhibit 4 Section 1 (Representations and Warranties), Exhibit 4 Section 2.6 (Disclaimer), Exhibit 4 Section 4 (Indemnification), this Section 8.5 (Survival), Section 7 (Audit), Exhibit 4 Section 4 (Miscellaneous), and Section 1 (Definitions). In addition, any provision which, by its nature, must survive the termination of this Agreement, shall survive the termination of this Agreement.

9. Ownership & Usage Rights and Restrictions

1. The Subscriber retains all ownership and intellectual property rights in and to the Subscriber's Content. CoreMedia or CoreMedia's licensors retain all ownership and intellectual property rights in and to CoreMedia's Services, derivative works thereof, and anything developed or delivered by or on behalf of CoreMedia under this Agreement. In addition, the Subscriber acknowledges that, in the course of performing CoreMedia's Services, CoreMedia may use software and related processes, instructions, methods and techniques that have been previously developed by CoreMedia (the "Pre-existing Materials"), and the same shall remain the sole and exclusive property of CoreMedia. Except for the limited and temporary right of the Subscriber and the Subscriber's Users to use the CoreMedia Services, CoreMedia retains all right, title and interest in and to CoreMedia's Confidential Information (as defined in **Section 5**), the Pre-existing Materials and any other aspects of CoreMedia's Services, including, without limitation, all software used to provide CoreMedia's Services and all logos, trademarks and service marks reproduced through CoreMedia's Services, and this Agreement does not grant the Subscriber with any intellectual property rights in or to CoreMedia's Confidential Information, the Pre-existing Materials or any other aspect of the Services.
2. Subject to the provisions of this Agreement and dependent on full payment, during the Term CoreMedia grants to Subscriber a non-exclusive, limited, non-transferable, revocable, and non-sublicensable right and license to access and use the Services for the purpose of utilizing the Services, and providing the Services and access to the Subscriber and Subscriber's End Users, all in accordance with the terms and conditions of this Agreement. Only the agreed number of Concurrent Users is entitled to use the CoreMedia Services on the agreed number of Sites and the agreed Usage Limits.

3. Subscriber grants CoreMedia a limited license to use the Subscriber's Content to provide the Services in accordance with this Agreement. The Subscriber shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Subscriber's Content, and for obtaining all rights related to the Subscriber's Content required by CoreMedia to perform the CoreMedia Services. In addition, the Subscriber grants CoreMedia a non-exclusive, non-transferable license to use User Data (personal or non-personal) in accordance with the stipulations in Section 6.5 the data provided under this Agreement. The license to use the data is granted exclusively for the purposes specified in this contract. Any use of the data for other purposes requires the prior written consent of the Subscriber.
4. Solely if stated in the Order Form Subscriber shall be entitled to grant the usage rights under this Agreement to Affiliated Companies and / or End-Subscriber. In this case all rights and obligations under this Agreement shall apply mutatis mutandis to such Affiliated Companies and / or End-Subscriber, too.

10. Miscellaneous

1. Entire Agreement. This Agreement states all terms agreed between the Parties and supersedes any prior or contemporaneous agreements between the Parties relating to the subject matter of this Agreement. In entering into this Agreement, neither Party has relied on, and neither Party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly described in this Agreement. For the avoidance of doubt, CoreMedia may update the CoreMedia Services and Additional Services Description (**Exhibit 2**) and the Product Description (**Exhibit 1**) and other, including by posting updated documents, without the Subscriber's Consent and such updated documents shall govern the Subscriber's use of the Services if the Subscriber is notified of any such update and/or the Subscriber agrees to such update and the Subscriber continues to use the CoreMedia Services thereafter.
2. Amendments. Except as specifically described otherwise in this Agreement, any amendment to this Agreement must be in writing, expressly state that it is amending this Agreement, and be signed by both Parties.
3. Conflicting Terms. If there is a conflict among the documents that make up this Agreement, then the documents will control in the following order: the applicable **Order Form, the MSA, Exhibit 5, Exhibit 4, Exhibit 1, Exhibit 2, Exhibit 3**.
4. Counterparts. The Parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.