

Master Service Agreement

CoreMedia Content Cloud – Self-Managed

This CoreMedia Content Cloud – Master Subscription 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 standard software 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 standard software and provides such standard software including maintenance and support services to customers. Subscriber owns mobile applications and/or websites (the “Subscriber Applications”). The standard software will enable the provisioning and operation of the Subscriber Application or parts thereof as stated in the Order Form or any request for proposal (“RFP”) documentation.

This MSA, together with the Order Form(s) and Exhibit 1 (Product Description), Exhibit 2 (Maintenance & Support), Exhibit 3 (Regional Specific Terms) and Exhibit 4 (Data Processing Agreement), is the complete agreement for the services provided by CoreMedia (collectively, this “Agreement”) and governs the time based use of the standard software, 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 (Section “Add-On Functionality”)**.
2. “**Affiliated Company**” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a Party.
3. “**Concurrent Editor**” means a user, at any given time, concurrently logged in to (1) the CoreMedia Studio, (2) Site Manager, or (3) File System View as set out in **Exhibit 1**.
4. “**Control**” means control of greater than 50% of the voting rights or equity interests of a Party.

5. **“Documentation”** refers to the user and/or developer manuals provided for the Product Software, any Add-On and any Subscription Release. Documentation shall be supplied in English in printable form, unless otherwise agreed in the Order Form.
6. **“End-Subscriber”** means those entities or Affiliated Companies, as applicable, authorized by the Subscriber in accordance with this Agreement to use the CoreMedia Content Cloud – Service.
7. **“End User”** means an individual that Subscriber permits to access and use a Subscriber Application.
8. **“Environment”** means a logically separate installation of a complete and self-managed copy of CoreMedia Content Cloud standard software within a Subscriber’s Instance.
9. **“Hardware Capacity”** is the Environment the Product Software or any Add-On run on [“Docker”, “VMWare ESX”, “Microsoft HyperV”, “Amazon Web Services”, “Microsoft Azure”] and is defined in **Exhibit 1**.
10. **“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.
11. **“Maintenance & Support Services”** means Product Maintenance and Support Services as stated in **Exhibit 2**.
12. **“Non-Production Environment”** means an Environment intended to be used for non-production purposes such as
 - a) perform development and testing („Test and Development Environment” as stated in **Exhibit 1**),
 - b) perform pre-production and / or production-like analysis or
 - c) train editorial or operations staff
13. **“Production Environment”** means the Environment used for granting access to End Users to the Subscriber Application.
“Product Maintenance” means new updates, upgrades or releases of the Product Software or any Add On available to Subscribers, as described in **Exhibit 2**.
14. **“Professional Services”** means training, implementation, and expert consultation services provided by CoreMedia.

15. **“Product Software”** means the sum of all standard software artifacts (core components, Add-Ons, tools) that are described in **Exhibit 1** and that is delivered under the relevant Order Form.
16. **“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, 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.
17. **“Site Packages”** are pre-defined bundles 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.
18. **“SKU”** means Stock-Keeping-Units that determine the specific performance range of the Product Software and any Add-On provided to Subscriber and the Fee to be paid by Subscriber. The quantity of required SKUs is measured by using strictly defined performance units as set out in **Exhibit 1**. One of the defined performance units is the underlying Hardware Capacity for operation of the Product Software and any Add-On.
19. **“Support Services”** means support services rendered by CoreMedia via telephone and electronic ticketing system, referring to the Product Software and any Add On, as described in **Exhibit 2**.
20. **“Usage Limits”** means the licensing model that is decisive for determining the Fee and which restricts the usage of the Product Software and any Add-On. Usage Limits are set out in the relevant Order Form and can be the number of SKUs, Concurrent Editors, Sites, Site Packages or the Hardware Capacity.
21. **“User(s)”** means those employees and contractors, as applicable, authorized by the Subscriber or on the Subscriber behalf to use the Services as Concurrent Editor in accordance with this Agreement.
22. **“User Data”** means any and all personal information and data that a Party or its Affiliated Companies or their respective representatives or Users input into the Services.

2. Services

1. CoreMedia will provide the services specified in the relevant Order Form (the “Services”) and 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 Product Software and may include the use of Add On(s) if stated in the Order Form (“Subscription Services”). –Product Software and Add On(s) are described in **Exhibit 1** to this Agreement.
3. Services also include Maintenance and Support Services as defined in **Exhibit 2**. Professional Support during the usual Business Hours are a constituent part of the Subscription Service. If stated in the Order Form CoreMedia renders also Enterprise Support (24x7). Furthermore, Maintenance and Support Service may include Extended Support. Extended Support is available beyond the point in time designated “End of Regular Support” for a maximum period of 2 years. Reference is made to **Exhibit 2**.
4. The Services may further include training, implementation, and / or expert consultation services provided by CoreMedia for all aspects of the Product Software or any Add-On (“Professional Services”). Any given Professional Services are also stated in the relevant Order Form.

3. Subscriber and Third Party Content

1. CoreMedia provides the Product Software and any Add-On on a time-limited basis and restricted to the Usage Limits as stated in the Order Form. If Usage Limits are exceeded, additional charges might apply in accordance to the then current price list.
2. Product Software and any Add-On will be provided in the release version as stated in the Order Form and subsequently Maintenance and Subscription Releases of the Product Software or any Add-On will be supplied during the Term of this Agreement as set out in **Exhibit 2**.
3. Before use of the Subscription Services Subscriber informs CoreMedia about the hardware and software environment to determine compliance with the Usage Limits. If the agreed hardware or software environment are changed by the Subscriber additional Fees might arise. Subscriber will inform CoreMedia about such changes with undue delay. The right of use of the Product Software or any Add Ons in a Non-Production Environment is solely granted in connection with a subscription for a Production Environment.

4. The Product Software and any Add-On have been examined with an up-to-date virus-scanning program at an appropriate point in time before delivery to the Subscriber. CoreMedia guarantees that the examination has not resulted in any indication of harmful functions in the Software Product or any Add-On. Subscriber is obliged to ensure the intended use of the Product Software and / or any Add-On by appropriate technical and organizational measures.
5. Any Product Software and any Add-On will be provided electronically per download link. A time based license key (unique codes that enable Subscriber to activate and use the Product Software and any Add-On Services) is required to operate any Product Software and any Add-On and the Subscriber is obliged to use such license key and download each Product Software and any Add-On. Instructions for downloading the Subscription Services and use of the license keys will be provided by e-mail after the Parties have signed the Agreement. License keys might be linked to Subscriber's IP address. The license keys for the Subscription Services are valid for the agreed Initial Term and for a further 60 days after expiry of the Initial Term .

4. Fees and Payment

1. The fees for Subscription Services include Professional Support services. Enterprise Support is calculated with a 5% surcharge based on the entire annual Subscription Service fee. For Extended Support an additional 5% is due based on the entire annual fee payable. Reference is made to Exhibit 2.
2. 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.
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. The same applies if the Subscriber runs into Extended Support.
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 Initial Term, CoreMedia reserves the right to revise the Fees charged for any applicable renewal period upon written notification to the Subscriber.
8. The Fee for the Services increases annually after the Initial Term of 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 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 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.
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. A material breach of this Agreement shall be if the Subscriber is in breach of the agreed usage rights.
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 using, accessing and otherwise utilizing the Services. Subscriber is obliged to delete the Product Software and any Add-On including the documentation and all copies and to

confirm this in writing to CoreMedia. Subscriber is entitled to retain a copy of the Product Software and any Add-On for archiving purposes for a period of 60 days after the end of the Agreement, unless otherwise agreed in the Agreement.

4. 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 2.5, 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. 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, timely 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 Editors is entitled to use the CoreMedia Services on the agreed number of Sites and the agreed Usage Limits and other restrictions stated in this Agreement.
3. 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.

4. Subscriber is entitled to make copies of the Product Software and any Add-On(s) for back-up purposes.
5. The Subscriber undertakes not to bring the Product Software and any Add-On into a different code form or to make any changes to the code unless this is permissible under the legal regulations.
6. As long as the Subscription Services are in use, CoreMedia is entitled to audit compliance with this Agreement.

10. Third Party Software

Product Software and any Add-On supplied to the Subscriber may include any third-party software components including but not limited to open source software ("Third Party Software"). Third Party Software will be specified in the document "Third Party License Texts" to be attached to the Documentation. Within their scope of application, the respective licensing conditions take precedence over such conditions from this Agreement. CoreMedia is entitled to update such "Third Party License Texts" in accordance to the use of such Third Party Software or the then current licensing provisions from time to time.

11. 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 Product Description (**Exhibit 1**) and other Exhibits, 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 4, Exhibit 3, Exhibit 1, Exhibit 2.
4. Counterparts. The Parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.
5. Electronic Signatures. The Parties consent to electronic signatures.