§ 1 Validity of these Terms of Use "Scompler"

1.1 These Terms of Use of Scompler Technologies GmbH, Balanstr. 55, 81541 Munich ("Provider or "Scompler Technologies GmbH") govern the paid use of the software "Scompler" via the Internet ("Service" or "Scompler").

1.2 Scompler is a content marketing tool with which the customer can manage the entire process of strategic content marketing, from strategy creation, topic management and editorial planning to publishing and analysis.

1.3 The contractual relationship regarding the use of the Service shall be governed exclusively by these Terms of Use in the version applicable at the time the respective order is placed, unless the contracting parties agree otherwise in writing. The customer's general terms and conditions or contractual conditions shall only become part of the contract if the provider expressly agrees to them in writing.

1.4 For better understanding, the Terms of Use are also available in a version translated into English. In case of doubt or dispute, only the German version of these Terms of Use shall apply.

§ 2 Conclusion of contract

2.1 A contract for the use of Scompler is generally concluded when the Customer makes an offer to the Provider by filling out the registration form on the scompler.com website, agreeing to these Terms of Use, and sending this information to the Provider by clicking the "Send" button, and the Provider expressly accepts this offer from the Customer by e-mail or activates the Customer's access to the service.

2.2 After submitting his registration in accordance with Section 2.1 a), the customer will receive an automatically generated confirmation e-mail from Scompler Technologies GmbH confirming receipt of the registration. This automated e-mail does not constitute acceptance of the customer's offer and does not trigger any legal consequences.

§ 3 Use of Scompler

3.1 The Customer shall use the Service via the currently supported Internet browsers (see Annex 2). The Provider shall provide the Service up to the Internet connection of the data center in which the Service is operated (**"Delivery Point"**). The customer is responsible for the Internet connection from the transfer point to the customer. The customer can only use the service if he has a sufficiently powerful Internet connection. The required bandwidth depends on the intensity of use and the customer's data volume.

3.2 The customer may use the service simultaneously on up to the number of workstations specified during registration or subsequently adjusted. If the customer exceeds this permitted number, he must pay an additional fee in accordance with the current unit price of a user license. The customer may acquire additional rights of use at any time for an additional fee. The additional remuneration is based on the current unit price of a user license, which can be found on scompler.com.

3.3 Scompler offers the Customer the opportunity to store data on the storage space set up for him by the Provider, which he can access via the Service. The amount and size of the data is based on the fair use principle. In the event of excessive use, in particular by video files, the Provider is entitled to restrict the use of the storage space or to demand additional remuneration in line with the market.

3.4 The customer may only store permitted data on the storage space (see Section 9.1). The service is available at least 99.5% of the calendar month (**"availability"**). Availability applies to the Service as a whole, not to individual functions. It does not include unavailability due to acts or omissions of the Customer or its representatives; unavailability due to network interruptions or bandwidth limitations outside the Scompler network; problems resulting from issues with Scompler's suppliers' software, firmware or hardware; hacks, malicious introduction of viruses, deactivation of devices and other forms of attacks that disrupt access to the Scompler platform; power outages or other telecommunications or internet failures; and events beyond Scompler's control. These events are only included in the calculation of availability if the outage could have been prevented by reasonable and customary precautions in the hosting industry that were not taken.

3.5 Higher availability is possible against conclusion of a separate SLA ("Service Level Agreement") for a fee. If maintenance work is required and the service is therefore not available, Scompler shall inform the customer of this at least 48 hours in advance if possible. The maintenance work is usually carried out between midnight and 4 am. Service outages due to maintenance work shall not be counted towards availability, provided they do not exceed two hours per month.

§ 4 Term and termination
4.1 Unless otherwise contractually agreed, a contract for the use of Scompler (**"User Contract"**) can be terminated daily.

4.2 Partial terminations for individual users are possible at any time.

4.3 The right to terminate for good cause remains unaffected. Good cause exists for Scompler Technologies GmbH in particular in the following cases:
The customer is in default of payment for more than two months.
 The customer violates the contractual agreements, in particular these terms of use, to a more than insignificant extent and does not remedy the violation within a reasonable period of time following a warning from Scompler Technologies GmbH.
 If the provider terminates the contract for good cause due to a breach of duty by the customer, it shall retain the claim to the agreed remuneration as minimum damages up to the point in time at which the customer could have terminated the contract for good cause, less the expenses saved by Scompler Technologies GmbH due to the termination. This shall not apply if the customer is not responsible for the breach of duty. Scompler Technologies GmbH shall generally deduct a lump sum of 10% of the amount owed for expenses saved from the remuneration. The customer is permitted to prove that the savings are higher than 10%.

4.4 Declarations of termination must be made in writing to be effective.
After the end of the term, access to the service is no longer possible. Section 10 applies to the data created by the customer.

§ 5 Remuneration, payment

5.1 License fees

Unless otherwise agreed, the provider shall invoice the agreed remuneration monthly in arrears. For the Scompler variants TEAM and PRO, invoicing for one year in advance is customary. The agreed remuneration for licenses must be paid within 14 days of invoicing.

5.2 Scompler Technologies GmbH is entitled to increase the agreed remuneration once per calendar year by a maximum of 5%. The following rules apply:

Scompler Technologies GmbH shall notify the customer of a price change in writing 6 months in advance. The price change shall be deemed to have been agreed if the customer does not object in writing within four weeks of receipt of the announcement.

If the customer objects, Scompler Technologies GmbH may terminate the contract of use prematurely with a notice period of 3 months to the date on which the price change pursuant to a) would take effect. The notice of termination must be in writing to be effective.

5.3 Scompler Technologies GmbH shall inform the customer separately of the objection period and the legal consequences of failure to comply with it in the notification pursuant to lit. a).

If the customer uses the service on a larger number of workstations simultaneously than specified in the order form, the customer is obliged to acquire a corresponding usage authorization for these additional workstations on the basis of the current price list of Scompler Technologies GmbH.

5.4 Consultancy fees

Consultancy fees are invoiced in accordance with an individual agreement.

5.5 Travel expenses

Unless explicitly agreed otherwise, travel expenses for any consulting activities on behalf of the client shall be charged separately.

This includes flights in economy class (business class for flights of 6 hours or more), rail travel in second class (or first class with Bahncard 50), hotels up to a maximum of EUR 200 per night as well as cab costs and/or public transport tickets. If, in exceptional cases, e.g. at trade fairs, a hotel is not available up to EUR 200, the cheapest available hotel within a reasonable distance will be booked.

§ 6 Third party rights

6.1 The Provider warrants that the agreed use of the Service by the Customer does not conflict with any third-party rights. In the case of third-party rights, the Provider warrants that it will provide the Customer, at Scompler's discretion, with a legally unobjectionable opportunity to use the Service or equivalent services.

6.2 The customer shall inform the provider immediately in writing if third parties assert rights (e.g. copyrights or patent rights) to the service. The customer authorizes Scompler Technologies GmbH to conduct the dispute with the third party alone. As long as Scompler Technologies GmbH makes use of this authorization, the customer may not acknowledge the claims of the third party without the consent of Scompler Technologies GmbH; Scompler Technologies GmbH shall then defend against the claims of the third party at its own expense and indemnify the customer against all costs associated with the defense against these claims, insofar as these are not based on conduct by the customer in breach of duty (e.g. use of the service in breach of contract). The Customer shall support Scompler in the dispute with the third party. In particular, the Customer shall provide the necessary information and relevant documents in writing and answer questions from Scompler.

6.3 The Provider shall not be liable for any infringement of third-party rights resulting from the Customer's use of the Service not in accordance with the agreement, use outside the intended area of use or use in combination with components (e.g. hardware and software) not expressly recommended by the Provider.

§ 7 Warranty, liability
7.1 The Provider shall only be liable for errors in the Service that already exist when it is provided if the Provider is responsible for them.

7.2 In the event of defects or faults, the customer shall initially remain obliged to pay the agreed remuneration. This shall not affect the customer's right to reclaim the remuneration in whole or in part in the event of defects in accordance with the principles of unjust enrichment.

7.3 The Provider shall pay damages and compensation for wasted expenditure, irrespective of the legal grounds, only to the following extent:
Liability for intent is unlimited.

7.4 In the event of gross negligence, the provider shall be liable to the amount of the typical damage foreseeable at the time the contract was concluded.

7.5 In the event of a negligent breach of a material obligation, the fulfillment of which is essential for the proper execution of the contract, on the observance of which the customer regularly relies and may rely and the breach of which jeopardizes the achievement of the purpose of the contract (cardinal obligation), the provider shall be liable in the amount of the typical damage foreseeable at the time of conclusion of the contract.

7.6 Liability is excluded in all other cases of negligent breach of duty.
 In the event of injury to life, limb and health and in the event of claims under the Product Liability Act, the statutory provisions shall apply without limitation.

§ 8 Obligations of the customer
8.1 The contractual use of the Service requires that the hardware and software used by the Customer (workstation computer, router, data communication devices, etc.) meet the technical requirements for the use of the currently offered version of Scompler and that the users authorized by the Customer to use the Service are familiar with the operation of the Service. The requirements are set out in the description of the system requirements (Annex 2).

8.2 The Customer may only use the Service for its own internal purposes. Use by or for third parties, whether for a fee or free of charge, is not permitted. Third parties shall not include anyone who uses the services free of charge on behalf of the customer, such as employees of the customer, freelancers within the scope of the contractual relationship, etc. The customer is not entitled to grant sublicenses.

8.3 The use of the Service is only permitted within the scope of the functions provided for in the service description. The Customer may not use any software or other technical equipment that alters, extends or jeopardizes the functioning of the Service. In particular, the customer may not access the service using technical means other than the Internet browsers specified in the service description.

8.4 To access the Service, the Customer requires access data, which shall be transmitted to him by the Provider. The Customer shall treat access data for the Service as strictly confidential. It may only make access data available to those of its own employees who are

permitted to use the Service within the scope of their duties in accordance with the agreed restrictions.

8.5 If the customer suspects that his access data has become known to a third party or that a third party is using the customer's access to the service without authorization, the customer is obliged to inform the provider immediately in writing.

8.6 If the Provider has concrete indications that the Customer is using the Service contrary to the provisions of this Section 8 or the other contractual agreements of the contracting parties or that a third party is accessing the Service without authorization using the Customer's access data, the Provider shall be entitled to block the Customer's access to the Service until the matter has been clarified. Except in cases of imminent danger, the provider shall give the customer the opportunity to comment before taking such action. During the period of blocking, the customer shall remain obliged to pay the contractual remuneration, unless he was not responsible for the circumstances that led to the blocking.

§ 9 Data and work results of the customer
9.1 The Customer may only use the Service in accordance with the contractual agreements and the statutory provisions. Content that the Customer creates, stores or provides with the Service (collectively **"Customer Data"**) may not violate applicable law, morality or the rights of third parties. The storage or processing of data that is discriminatory, racist, glorifies violence or is inhumane, incites or condones criminal acts,
contains pornography or violates the law for the protection of minors or
infringes the personal rights of third parties is not permitted.

9.2 The customer shall indemnify Scompler Technologies GmbH against all claims asserted by third parties against Scompler Technologies GmbH based on the customer's data and shall compensate Scompler Technologies GmbH for all damages incurred by Scompler Technologies GmbH based on the customer's data, unless the customer proves that it is not responsible for the claims or damages.

9.3 The Customer grants the Provider the right to reproduce the data to be stored by the Provider for the Customer (e.g. as part of data backup), insofar as this is necessary for the provision of the contractually owed services. The provider is also entitled to store the data in a backup data center. The provider is entitled to take all necessary measures to rectify faults, including making changes to the structure of the data or the data format.

9.4 The Service gives the Customer the opportunity to create its own content (**"Customer Work Results"**). The rights to the Customer's Work Results shall belong exclusively to the Customer.

§ 10 Data export at the end of the contract
10.1 The Customer may export its data from the Service at any time. The Customer is responsible for arranging such an export in good time before the end of the contract. The Provider is not obliged to actively provide the Customer's data to the Customer. If the Customer so wishes, the Provider shall, by separate agreement with the Customer, provide a copy of the data stored by the Customer on the storage space allocated to it at actual cost.

10.2 The Provider shall automatically delete all of the Customer's data 30 days after the end of the contract or, if this has been agreed between the contracting parties, after handing over the copy in accordance with Clause 10.1. The Provider is not obliged to retain the Customer's data beyond this period.

10.3 The deadline in Section 10.2 shall not apply if the customer notifies us within this period that the data exported or transferred by him is not readable or not complete. Failure to notify the customer shall be deemed as consent to the deletion of the data.

§ 11 Confidentiality and data protection

11.1 The contracting parties undertake to treat as confidential all items (e.g. software, documents, information) which they receive or become aware of from the other contracting party before or during the execution of the contract and which are legally protected or contain business or trade secrets or are designated as confidential (**"confidential information"**), even after the end of the contract, unless they are publicly known without breach of the confidentiality obligation. The contracting parties shall store and secure confidential information in such a way that access by third parties is excluded.

11.2 If the Customer processes personal data with the help of the Service, it is solely responsible for ensuring that the respective data subject has consented to this processing of their data or that legal permission has been granted. The Customer shall always remain the controller of such personal data. The customer shall indemnify Scompler Technologies GmbH against all claims of the data subject and shall compensate Scompler Technologies GmbH for all damages incurred by Scompler Technologies GmbH as a result of the transmission of personal data to Scompler Technologies GmbH in breach of data protection law, unless the customer proves that it is not responsible for the breach.

11.3 At the written request of the customer, the contracting parties shall conclude an agreement on commissioned data processing, insofar as this is required in accordance with the applicable statutory provisions.

§ 12 Security checks

12.1 Scompler Technologies GmbH will implement security controls in accordance with industry standards to protect the availability, confidentiality and integrity of customer data. External auditors will regularly review the effectiveness of the implemented controls. Further information on our security controls can be found at https://kb.scompler.com/en/knowledge/security.

§ 13 Amendments to contractual conditions

13.1 Scompler Technologies GmbH is entitled to amend these Terms of Use. It shall notify the customer of the changes in writing. The changes shall be deemed to have been agreed if the customer does not object to the change in writing within three months of receipt of the announcement. The provider shall inform the customer separately in the announcement of this deadline and of the legal consequences of failure to comply with it. Clause 5.3 applies to a change in remuneration.

§ 14 Final provisions

14.1 The Provider is entitled to fulfill the services and obligations arising from this contract through a subcontractor.

14.2 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

14.3 The exclusive place of jurisdiction for all disputes arising from and in connection with the contractual agreements of the contracting parties shall be Scompler's registered office in Munich (Germany).

14.4 Insofar as declarations must be made in writing in accordance with these Terms of Use, e-mail and fax shall be sufficient unless otherwise agreed. This does not apply to reminders, setting of deadlines, declarations of withdrawal or termination by the customer, which must always be signed in the original or provided with a qualified electronic signature and must be received by the contractual partner in this form.

Attachment1

Service description

Scompler is a SaaS platform that enables users to manage the entire process of strategic content management, from strategy creation to topic management, editorial planning, creation of specific content types, publishing (social media) and analysis.

Appendix 2

System requirements

Internet Browser

To make the best possible use of Scompler, you must use a current, officially supported browser. Scompler currently supports the latest versions of
- Google Chrome
- Microsoft Edge (Windows only)
- Safari (MacOS only)
- Mozilla Firefox

Working memory

The working memory of the client should be at least 8 GB (MacOS) and 16 GB (Windows).

Screen resolution

For an optimal display of the application, a web browser with a resolution of at least 1200px must be used.

Network bandwidth per user

2 MBit per user session is required.