

General Terms and Conditions of FRAMEN GmbH for the provision of content for the FRAMEN network

1. Scope

1.1. The following General Terms and Conditions (hereinafter referred to as "GTC") govern the relationship between FRAMEN GmbH, Besselstraße 14, 10969 Berlin, (hereinafter referred to as "FRAMEN") and the Content Provider with regard to the provision of digital content by the Content Provider for the purpose of making it available within the FRAMEN Network and the reproduction on "Digital Out of Home (DOOH)" screens of the FRAMEN Network, insofar as nothing to the contrary has been agreed in text form.

1.2. Terms and conditions of the Content Provider which deviate from these Terms and Conditions of Use shall not apply unless Framen has expressly agreed to them.

1.3. In the event of contradictions between these GTC and the terms of use for the "framen.com" platform agreed between the content provider and FRAMEN, the provisions in these GTC shall take precedence.

1.4. The offers of FRAMEN are exclusively directed at companies in the sense of § 14 BGB (German Civil Code).

2. Definitions

2.1. "Screen" within the meaning of these GTC is a digital screen marketed by FRAMEN on which content can be displayed and made perceptible to a large number of people.

2.2. "FRAMEN Network" means all Screens marketed by FRAMEN worldwide.

2.3. "Screen Provider" means any operator of a Screen marketed by FRAMEN.

2.4. "Contents" within the meaning of these GTC are editorial contents consisting of images, texts and/or moving images.

2.5. "Programme" within the meaning of these GTCs is the sequence of content and advertising material played on a screen.

2.6. "Platform" within the meaning of these General Terms and Conditions is the online platform operated by FRAMEN and accessible under "framen.io" and "framen.com",

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which enables the Screen Providers, among other things, to manage their Screens connected to the FRAMEN system.

3. Subject matter of the Agreement

3.1. The content provider produces content that it provides free of charge for the purpose of self-promotion for playback on screens within the FRAMEN network. In this way, the content provider wants to increase the reach of its content in its own interest.

3.2. FRAMEN intends to make the Content provided by the Content Provider available on the Platform in the layout determined by FRAMEN for use by the Screen Providers in the context of programmes played out on Screens and thus to expand the range of Content available on the Platform.

3.3. The content provider is neither obliged to provide certain contents or a certain number of contents, nor is FRAMEN obliged to actually play out contents provided by the content provider on screens. In the event of the provision of services, the parties shall each act exclusively in their own economic interest.

4. Provision and play out of content, contact persons

4.1. The provision of content by the content provider shall be carried out via the interfaces to the platform provided by FRAMEN for this purpose or via the functions of the platform provided by FRAMEN for this purpose.

4.2. The use of the content provided by the content provider for the design and provision of programmes is at the discretion of FRAMEN and can also be partially influenced by the screen provider. FRAMEN is entitled to play different programmes on different screens or on different groups of screens. FRAMEN is entitled to combine the content provided by the content provider with content from other providers as well as with advertisements to form played programmes.

4.3. Content is played out by streaming from the FRAMEN server without permanent storage of the content with the respective screen provider. Insofar as temporary intermediate storage takes place in whole or in part for the purpose of smooth playback on the screens, this is only temporary and purely technical.

4.4. FRAMEN and the Content Provider shall inform each other of planned changes to the interfaces, technical standards and/or technical infrastructure, insofar as these changes are relevant to the other party.

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4.5. The respective technical contact persons and project contact persons shall be notified to the other party at the beginning of the contract period.

5. Responsibility for the content provided

5.1. The content provider guarantees that the content provided by it may be published in the contractually intended manner, that its publication is not unlawful and, in particular, that no third-party rights are infringed by its use in accordance with the contract.

5.2. The content provider undertakes to indemnify FRAMEN against all claims, damages, costs, etc. which a third party asserts against FRAMEN due to the infringement of rights in connection with the contractual use of the content provided by the content provider. FRAMEN shall also be held harmless or indemnified from the necessary costs of its own legal defence in these cases. Any claims for damages or other, further claims of FRAMEN shall remain unaffected; however, payments based on the indemnification obligation shall be offset against such claims if FRAMEN would otherwise be in a better position without legal grounds.

5.3. If third parties assert claims against FRAMEN due to content provided by the content provider, FRAMEN will inform the content provider immediately. The parties will coordinate with regard to any necessary legal defence.

6. Rights of use

6.1. The content provider grants FRAMEN simple, spatially unrestricted rights of use to the content provided by it to the extent necessary for the provision of the service owed. In particular, the content provider grants FRAMEN the right to use the content provided by it for the purpose of creating programs and for playing out these programs or the content on the screens and within the platform.

- to duplicate,
- to the extent necessary for conversion into a file format suitable for further distribution,
- to make them publicly accessible to third parties within the framework of the platform,
- combine with other content, in particular with advertising material, to create programs and
- to make the Own Content publicly perceptible, publicly accessible, broadcastable and otherwise publicly reproducible by means of technical equipment, in particular to play

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the Own Content on the screen and thus to present it publicly as well as to hold the Own Content for the screen provider on the platform and make it accessible.

6.2. The rights are granted in each case by the provision of the respective content by the content provider. It ends one week after the end of the provision of the respective content by its removal from the feed or the platform by the content provider, at the latest one week after the end of the contractual relationship.

6.3. FRAMEN is entitled to grant the screen providers sub-licenses for the use of the content provided by the content provider to the extent necessary to achieve the purpose of the contract, in particular for the public production of the content on the screens.

7. Term, termination of contract

7.1. Unless otherwise agreed, the contract is concluded for an indefinite period. It may be terminated at anytime without notice.

7.2. The right to extraordinary termination for good cause remains unaffected.

7.3. Any termination must be in textform. The deletion of the user account on the platform by means of the function provided for this purpose on the platform by the content provider is equivalent to a notice of termination in text form.

8. Liability

FRAMEN shall only be liable for damages of the content provider in the event of a culpable breach of essential contractual obligations (cardinal obligations). Material contractual obligations are obligations the fulfilment of which is a prerequisite for the proper performance of the contract and compliance with which the content provider relies on and may also rely on. In the event of a slightly negligent breach of a material contractual obligation, liability shall be limited to the typically foreseeable damage, the occurrence of which FRAMEN had to expect at the time of the conclusion of the contract due to the circumstances known to FRAMEN at that time. The above limitations of liability shall also apply mutatis mutandis in favour of FRAMEN's employees, agents and vicarious agents. Notwithstanding the foregoing, FRAMEN shall be liable in accordance with the statutory provisions for damage to the Content Provider under the Product Liability Act, for injury to life, limb or health, in the event of an assumed guarantee or if the damage was caused by FRAMEN or its vicarious agents through gross negligence or intentionally.

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9. Confidentiality

9.1. The parties undertake to treat as confidential all information which becomes known to the other party or the persons entrusted by it in connection with this contract and which is not in the public domain (confidential information). This applies in particular to all information about internal matters, i.e. also business and operational processes of the respective party. Confidential information may only be used for the purpose of implementing the contract. The obligation of confidentiality applies irrespective of whether the information concerned is expressly marked as confidential or not.

9.2. Both parties agree to treat the information received with the same care as their own internal company information and to provide or make it accessible only to the necessary employees and no third parties, with the exception of employees of affiliated companies (§§ 15 ff. AktG), as well as consultants who are bound to professional secrecy and whose involvement is necessary for the realisation of the purposes of this agreement. The Parties shall ensure that the affiliated companies (§§ 15 et seq. AktG) to which a Party discloses confidential documents and information are also obliged to maintain confidentiality in the same way as the Parties under this Agreement.

9.3. The obligation to maintain confidentiality does not apply to information that is

- are already known to the public at the time of transfer,
- have subsequently become generally known without any breach of the obligations contained in this Agreement,
- the receiving party has demonstrably received from third parties lawfully, in particular without breaching existing confidentiality obligations, or
- have been released for publication in writing by the other party.

Furthermore, the obligation to maintain confidentiality does not apply to information that must be disclosed due to mandatory legal provisions, a legally binding court decision or an official order or that is required for the legal enforcement of own claims against the respective other contracting party.

9.4. The confidentiality obligation shall continue to exist beyond the term of the contract with regard to all confidential information, insofar as and as long as this is not or does not become public knowledge.

9.5. The parties shall inform each other without delay of all circumstances which could be of significance for the performance of this contract. The parties undertake to treat the contents of this contract, in particular the services owed hereunder, confidentially towards third parties. In particular, the parties may neither advertise their business relationship with the other party nor use it as a reference in individual cases without written consent.

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10. Final provisions

10.1. Insofar as these GTC provide for the transmission of declarations or information by FRAMEN to the content provider, this transmission shall generally take place in text form (e-mail insufficient) to the e-mail address provided by the content provider.

10.2. Amendments and supplements to a concluded contract as well as deviations from these GTC must be made in text form. In the case of amendments and additions to the contract, this shall also apply to the cancellation of the text form clause. Notwithstanding the foregoing, these General Terms and Conditions may also be amended by FRAMEN communicating the intended amendment on the platform and the content provider declaring its consent to the amendment by using any function provided for this purpose on the platform.

10.3. If any provision of this Agreement is or becomes void, invalid or unenforceable in whole or in part, the validity and enforceability of all remaining provisions shall not be affected. To the extent permitted by law, the parties shall replace the void, ineffective or unenforceable provision with an effective and enforceable provision that most closely approximates the economic purpose of the void, ineffective or unenforceable provision in terms of its extent, time, place or scope. The same shall apply to any loopholes in this agreement.

10.4. The contractual relationship shall be governed exclusively by the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

10.5. If the content provider is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all claims arising from the contract shall be Berlin-Mitte. However, FRAMEN may also sue the Screen Provider at its general place of jurisdiction.

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