

## SPEEXX STANDARD TERMS AND CONDITIONS

These Speexx Standard Terms and Conditions (hereinafter referred to as “T&C”) apply for all services provided to Customer (hereinafter referred to as “Customer”) by digital publishing AG | Speexx or any of its Affiliates (hereinafter referred to as “Speexx”) under any agreement (hereinafter referred to as “Customer Agreement”, as defined under section 1.d)).

In case the Customer should have entered the Customer Agreement also for the benefit of its Affiliates, the term “Customer” shall include the Customer’s Affiliates as well.

### 1. Definitions

- a) **“Activation”** of a License means the date and time a named End-User is provided access to the Service following a Request by the Customer, by using the method(s) agreed on in the Customer Agreement. Activation may be requested at any time within the term of the agreement, unless agreed otherwise in the Customer Agreement.
- b) **“Affiliate”** of a party means any entity which is, directly or indirectly, controlling, controlled by, or under common control with that party.
- c) **“Confidential Information”** means non-public information of the Customer or Speexx disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, including, but not limited to, any Service, algorithms, business plans, Customer data, Customer lists, Customer names, design documents, drawings, engineering information, financial analysis, forecasts, formulas, hardware configuration information, knowhow, ideas, inventions, market information, marketing plans, processes, research, specifications, software, source code, trade secrets, the terms of this T&C or any Customer Agreement or any other information which a reasonable person would consider confidential and/or which is marked “confidential” or “proprietary” or some similar designation by the disclosing party. Confidential Information shall not, however, include any information which: (i) was or has become generally known or available or a part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient.
- d) **“Customer Agreement”** means a commitment contract between Speexx and a Customer on the provision of the Service that defines Customer-specific terms, e.g. pricing, deliverables, timelines and other specific conditions, for providing services to the Customer. A Customer Agreement may also be concluded by a Customer accepting a proposal made by Speexx.
- e) **“End-User”** means Customer’s employees, directors, officers, freelancers and/or other persons associated with the Customer who have been authorized by Customer to use the Service.
- f) **“Intellectual Property Right”** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof.
- g) **“License”** means the right to use the Service for an End-User as defined in this T&C.
- h) **“Service”** refers to the web application, service, including educational content, reporting tools and technical support, supplied by Speexx to Customer and/or its End-Users, as specified in the Customer Agreement. Service may include additional and/or supplementary services, including, but not limited to, individual tutoring, coaching or training, integration, implementation, consulting services provided by Speexx to Customer and/or its End-Users on basis of an express agreement in the Customer Agreement or in a separate agreement.
- i) **“Requests”** means the act of the Customer and/or any of its End-Users formally asking Speexx to supply the Service and/or activate one or more Licenses. A Request can be made by email, phone, ecommerce platform, purchase order, use of a software interface or any other form, as agreed in the Customer Agreement.
- j) **“Trademark”** means, with respect to a party, its acronym, logotype, trade or service marks, trade or service names, logos, insignias, or trade dress.

### 2. License

- a) Grant. Speexx grants to the Customer and its End-Users the nonexclusive, worldwide right to use the Service in accordance with the conditions and limitations in the T&C and the Customer Agreement.
- b) Forfeiture of Licenses. Any License not activated within 6 (six) months, or any other period agreed in the Customer Agreement, after purchase will be forfeited without any

effect on the Customer's obligation to pay the respective fee for such License.

- c) License period. After Activation a license remains valid for the period of time set out in the pricing section of the Customer Agreement. In case the period of a license should exceed the term of the agreement, the agreement will remain valid with regard to that license until the expiration of its period.
- d) License sharing and transfer. Access to the Service is specific to individual End-Users and may not be shared among or used by other End-Users. Licenses may not be transferred, assigned or sublicensed to third parties, unless agreed otherwise.
- e) Limitations of use. Customer and its End-Users shall not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage of the Service or any modified version or derivative work of the Service created by or for Customer, (b) remove or alter any copyright, trademark or proprietary notice of the Service, (c) develop forked software, (d) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of any encrypted or encoded portion of the Service, (e) copy any features, functions or graphics of the Service for any purpose, (f) interfere with or impair performance of the Service or attempt to do so, (g) attempt to obtain unauthorized access to the Service or to any part of it.
- f) Liability of Customer. Customer shall be liable for any action or conduct by its End-Users and/or its employees, officers, directors and/or agents with regard to the use of the Service and shall ensure that the Service is used in compliance with the conditions and limitations set forth in the T&C and the Customer Agreement.
- g) Proprietary Rights. Except for the licenses expressly granted herein, each party retains all right, title and interest in and to that party's Intellectual Property Rights, including, without limitation, all right, title, and interest in and to all Trademarks and copyrightable materials supplied to the other party hereunder. Goodwill arising out of any use by, through or under a party, of any such Trademarks supplied by the other party will inure solely to the benefit of the owner of the underlying Intellectual Property Rights. The Customer is the exclusive owner of all right, title, and interest in and to all End-User data stored within the Service by the Customer and/or its End-Users and Speexx is the exclusive owner of all right, title, and interest in and to the Service and in and to all data generated by the Service and/or its usage.

### 3. Charges and Payment

- a) In consideration of the Service, the Customer will pay the fees to Speexx as described in or calculated in accordance with the pricing

section of the Customer Agreement or Requests approved by Speexx.

- b) Customer agrees that the agreed fees become due for any Activation of a License. This also applies to Activation for testing purposes, unless explicitly approved by Speexx in advance. Unless agreed otherwise, End-Users of Customer shall be deemed authorized by Customer to send Requests for Activation of Licenses to Speexx; this also applies to persons asserting to be End-Users of Customer, except Speexx has positive knowledge that such assertion is false.
  - c) Speexx will issue invoices to the Customer on a monthly basis, unless agreed otherwise in the Customer Agreement.
  - d) Unless agreed otherwise in the Customer Agreement, the Customer will pay the invoiced fees to Speexx within thirty (30) days from the issue date of the invoice.
  - e) Customer shall submit invoice related claims and/or objections no later than 4 weeks after the invoice date. Any later claim and/or objection against an invoiced amount shall be excluded. Any claim and/or objection shall be made in writing and shall include a description of the reasons for the claim and/or objection.
  - f) Unless agreed otherwise in the Customer Agreement, all invoices will be issued and paid in Euro.
  - g) Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities in connection with any Customer Agreement. In case Customer should, according to applicable law, be obliged to pay withholding tax, Customer shall be entitled to deduct the respective amount from the payment, except Speexx has provided a tax exemption from the tax authority. Customer shall support Speexx in obtaining such tax exemption.
  - h) Should the Customer fail to make payment on the due date, Speexx shall be entitled, to charge the Customer interest at the applicable statutory interest rate per month for each month where payment is not received. Any other rights and/or claims of Speexx in connection with the late payment shall remain unaffected.
  - i) Customer cannot set off any claim, which Customer may have against Speexx, against any amount invoiced by or otherwise payable to Speexx, unless such claim is not disputed by Speexx or has been established as legally binding.
4. Provision of Service by Speexx; Warranty
- a) Speexx will provide the Service according to the Customer Agreement and the Speexx Service Level Agreement (Speexx SLA) as valid at the time of the execution of the Customer Agreement. The Service may, in the discretion of Speexx, also be provided (fully or in part) by Affiliates of Speexx; Speexx will however remain responsible to

the Customer with regard to the provision of the Service.

- b) Speexx reserves the right to amend the Speexx SLA from time to time. In that case Speexx will notify the Customer of such amendment. The amended version of the Speexx SLA will become valid from the date of the notification (or at any other date set forth in the notification), unless Customer objects in writing within two weeks after the date of the notification. In case of an objection by the Customer, Speexx shall be entitled to terminate the Customer Agreement with immediate effect in accordance with section 7 of the T&C.
- c) Modifications. Speexx reserves the right to modify the Service from time to time upon appropriate notification, if such modification should not have a substantial adverse effect on the features or functionalities of the Service.
- d) Upgrades. From time to time, Speexx will, without any obligation insofar, provide upgrades of the Service to the Customer as they become available. Speexx will notify Customer of such upgrade with appropriate lead time and of the date the upgrade will get into effect.
- e) Warranty. In case the Service should not be provided in accordance with the Customer Agreement and the Speexx SLA, the Customer's sole and exclusive remedy shall be (i) the remedies set forth in the Speexx SLA, and (ii) a claim for damages, if provided by law, in accordance with the limitation of liability pursuant to section 11.

#### 5. Suspension of the Service

- a) Speexx is entitled to suspend the provision of the Service (or any part thereof) to Customer and its End-Users in case Customer should be in default of its payment obligations and does not pay the due fees within 2 weeks after Speexx has sent a written notice to Customer with an announcement that Service will be suspended.
- b) Speexx is entitled to suspend the provision of the Service (or any part thereof) to Customer and its End-Users in case Customer and/or any of its End-Users is in any other breach of these T&C or the Customer Agreement and does not cure this breach within a reasonable period defined by Speexx in a notification of the breach to the Customer and, if applicable, to the respective End-Users.
- c) Suspension of the Service does not have any effect on Customer's obligations according to the T&C and the Customer Agreement. Any other claims and/or remedies of Speexx resulting from the default or breach shall also remain unaffected.
- d) Customer shall not have any claims against Speexx because of a justified suspension of the Service. As soon as the reason for the suspension has been remediated, Speexx

shall end the suspension and resume provision of the Service.

#### 6. Publicity

- a) Unless agreed otherwise, both parties agree that either party may publicize and promote the existence of the relationship between Speexx and the Customer regarding the provision of services internally, to customers, the press, and to other interested parties or in the reference section of a party's publications.
- b) Solely for this purpose, unless otherwise agreed, each party may use the other party's Trademarks. A party may not: (i) change the color or font of the other party's Trademarks, or otherwise alter the Trademarks in any manner (other than for size); (ii) display the other party's Trademarks in any manner that implies sponsorship or endorsement by the other party, except as expressly permitted; (iii) use the other party's Trademarks to disparage the other party or its products or services or in a manner which, in the other party's reasonable judgment, may diminish or otherwise damage the other party's Trademarks and/or the interest or goodwill attached to them.

#### 7. Termination

- a) The agreement between Speexx and the Customer shall be valid for the initial term agreed in the Customer Agreement. The agreement shall automatically renew for additional, consecutive one-year periods unless a party provides written notice to the other party of its intent not to renew, at least sixty (60) days prior to the end date of the of the current term.
- b) Each party has the right to terminate a Customer agreement between the parties for cause with immediate effect, if the party cannot reasonably be expected to continue the agreement, taking into account all circumstances of the case and weighing the interests of both parties. In particular, but not limited to, a party shall be entitled to a termination for cause if
  - (i) the other party materially breaches its obligations under the Customer Agreement and/or these T&C, and such breach (where capable of remedy) has not been materially cured within thirty (30) days of its receipt of written notice describing the breach in reasonable detail; or
  - (ii) insolvency proceedings are opened on the other party or the opening of insolvency proceedings is rejected for deficiency of assets.
- c) Any notice of termination has to be in writing.
- d) Customer may access the web application of the Service for a period of up to 30 days after termination of the Customer Agreement to retrieve any End-User data stored within the

Service. Alternatively, on Customer's request, Speexx will provide all End-User data stored within the Service to Customer in a usual format or in a format agreed upon. After the expiration of the period of 30 days after termination, Speexx will delete all End-User data from the Service, unless agreed otherwise.

- e) Final Payment. Within thirty (30) days after termination of a Customer Agreement by either party, the Customer shall pay all amounts due to Speexx pursuant to section 3 above.

## 8. Confidential Information

- a) Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties, except as mandated by law; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under these T&C; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own Confidential Information; provided, however, that such party shall use at least reasonable care. These obligations shall survive for three (3) years after termination of the Customer Agreement. Upon termination of the Customer Agreement, all Confidential Information shall be returned to the respective disclosing party.
- b) Remedies. If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to all remedies provided by law, including, but not limited to injunctive relief and damages.

## 9. Data Privacy and Protection

- a) Speexx will collect, store, process and use personal data of Customer and End-Users only as a data processor, while Customer will be the data controller in accordance with the German Federal Data Protection Act, (Bundesdatenschutzgesetz BDSG), the European Union Data Protection Directive (Directive 95/46/EC) and/or, as applicable, the European Union General Data Protection Regulation (GDPR, Regulation (EU) 2016/679).
- b) Any details on the data subjects and personal data concerned, their collection, storage, processing and use, the place where the data is stored, the technical and organizational measures provided by Speexx, shall be subject to a data processing agreement between the parties.

## 10. Indemnification

- a) Each party (the "Indemnitor") agrees to indemnify and hold harmless the other party (the "Indemnitee") and its officers, directors, employees, agents, and independent

contractors from and against any and all claims, losses, damages, expenses and costs (including reasonable legal fees and related court costs and expenses) (collectively, "Claims") that are raised against the Indemnitee by a third party because of an asserted infringement of copyright or other Intellectual Property Right owned by the third party relating to (i) in case of Speexx the Service, (ii) in case of the Customer any content or data provided for provision of the Service.

- b) To obtain indemnification, the Indemnitee must: (i) give written notice of any claim promptly to the Indemnitor (ii) give Indemnitor, at its option, sole control of the defense and settlement of such claim, provided that Indemnitor may not, without the prior consent of Indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases the Indemnitee of all liability; (iii) provide to Indemnitor all available information and assistance; and (iv) not acknowledge, compromise or settle such claim.
- c) Speexx's obligations under this section shall not apply, if the third party's claims results from a use of the Service by Customer that is not in accordance with the Customer Agreement and/or these T&C, or from any unauthorized modification of the Service by Customer and/or any of its End-Users.
- d) An Indemnitee's claim for indemnification shall be subject to the limitation of liability according to section 11 of the T&C. Any other claims and/or remedies against Indemnitor related to asserted infringements of third party rights shall be excluded.

## 11. Limitation of liability

- a) No party excludes or limits its liability towards the other party in the following cases: (i) liability for injury of life, body or health, (ii) liability for intent or gross negligence, (iii) liability because of any given guarantees, (iv) liability according to the German Product Liability Act.
- b) The liability of each party for breach of substantial contractual obligations which are vital for achieving the purpose of the contract and on whose fulfillment the other party may rely is, in case of ordinary negligence, limited to the typical and foreseeable damages.
- c) In any other case, a party's liability is excluded.
- d) Any exclusion or limitation of liability shall also apply for claims against a party's employees, officers, directors and/or agents.

## 12. Miscellaneous Provisions

- a) Governing Law: Jurisdiction. Unless agreed otherwise, these T&C and the Customer Agreement shall be governed by the laws of the Federal Republic of Germany, and the courts of Munich, Germany, shall have an



exclusive jurisdiction for any disputes arising out of or in connection with this agreement.

- b) Force Majeure. Neither party will be liable for any failure or delay in its performance under these T&C due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Severability. If any provision of these T&C is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed by the court and interpreted to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this T&C shall remain in full force and effect.
- d) Any modification and/or alteration of these T&C and/or the Customer Agreement shall be made in writing. This also applies to a modification or waiver of the written form requirement. The written form requirement shall not have any effect on Requests.
- e) For purposes of the T&C and the Customer Agreement communication by letter, fax, an electronically signed document or a signed document attached as a scan to an e-mail shall be deemed as written form. Communication in form of e-mail, SMS, chat, messenger or similar electronic communication, except as provided above, shall not be deemed to be in written form.