



General Terms and Conditions of eggheads GmbH



Preamble

The media-neutral management of products, the refinement of a company's product information, as well as the administration of all media assets together constitute the foundation of any digital strategy. eggheads Suite is the Product Information Management software solution (PIM) by eggheads which provides companies with a 360° view of all their data, enabling them to export and distribute individualized content into target-group-specific sales and marketing channels.

General Part

§ 1 Object of Contract

- (1) This contract defines the rights and obligations of the parties concerning, firstly, the provision and use of eggheads Suite on the basis of the software modules, tenants, users, and languages booked by the customer and, secondly, concerning the regular upgrades of eggheads Suite on the basis of the booked modules, tenants, users, and languages.
- (2) Furthermore, this contract defines the conditions for commission of services by the customer for which eggheads offers support relating to installation, operation, or other use of eggheads Suite.
- (3) The general terms and conditions of the customer or third-parties shall not apply, even if eggheads does not explicitly object to the validity of particular paragraphs thereof. Even if eggheads refers to a legal document which contains the general terms and conditions of the customer or a third-party, this shall not entail approval of the validity of said terms and conditions.

§ 2 Concepts

- (1) The standard software developed by eggheads, including all of the modules, tenants, users, and languages booked by the customer, will from here on be referred to as "eggheads Suite."
- (2) The "contract period" refers to the time period for which the license agreement between the parties remains valid. With the termination of the license agreement, the contract period ends.
- (3) The collaboration between the parties will from here on be referred to as "project."
- (4) "Support services" refers to all services as part of which eggheads provides help to key users for installation, operation, or other uses of eggheads Suite.
- (5) "Help Center" is the customer ticket system of eggheads for reporting software bugs which can only be accessed online under the address "helpcenter.eggheads.de".
- (6) Pursuant to these terms and conditions, a "tenant" refers to a single installation on the hardware system or digital system environment owned by the customer. Companies associated with the customer are tenants pursuant to § 15 AktG (German Securities Regulation) if the following conditions are not met. Any further installation, excluding the installation of a test system, is defined as a new tenant. Not entailed by the concept of a tenant are installations operating on the basis of another database instance. In a group of independent companies which have joined together to form a collaborative business entity (joint venture, union, etc.), every member is defined as a tenant.



(7) "Users" are accounts registered for specific natural persons who are, thus, authorized to use eggheads Suite. This includes the following users with special rights:

a. "Project management tool users" are authorized to use the project management tools utilized as part of the implementation phase of eggheads Suite.

b. "Key users" are users who are also authorized to commission support services.

(8) "Upgrades" refer to the development of a new version of eggheads Suite which contains more functionality or improved usability in comparison to preceding versions. This includes:

a. The provision of major and minor releases electronically accessible by the customer;

b. Modifications made to the user interface.

Not included in "upgrades" are in particular:

a. Installation services;

b. Patches;

c. Script adjustments when skipping a major release;

d. Warranty and guarantee of system operativity if the eggheads system requirements are not met (hardware and third-party systems);

e. Services related to the operation of the contracted software;

f. Services if the customer has manipulated the source code.

(9) The correction of software bugs is carried out in the form of "patches," not outside of business hours and only for the current release or the valid Long-Term Support release (LTS).

(10) "Third-party software" is any computer program, module, addon, database, or any other software which is provided or developed by a company other than eggheads. Such separately-licensed software utilized in combination with the contracted software include, for example, operating systems, libraries, Eclipse, Keycloak, messenger and protocol systems, as well as shop systems, ERP systems, DTP systems, TMS systems, but also database systems.

§ 3 Contract Period, Contract Cancellation

(1) A contract with eggheads begins with the signing by the contract parties and is valid for an indeterminate time period.

(2) The contract can then be cancelled by either of the contract parties in an ordinary manner with a cancellation period of 6 months towards the end of the year, but not before 12 months have passed.

(3) The contract can be cancelled in an extraordinary manner pursuant to legal regulations.

(4) The cancellation is to be provided in written form.

§ 4 Liability

(1) The liability of eggheads for damages shall, regardless of the legal ground, in particular on the grounds of impossibility, delay, insufficient software development, contract breach, breach of obligations during contract negotiations or wrongful acts, as far as eggheads is subject to fault, be limited pursuant to § 4.

(2) eggheads shall not assume liability for simple negligence of its organs, legal representatives, employees, or persons employed in performing an obligation, as far as it does not concern the breach of essential contractual obligations. In particular, essential contractual obligations include that the usage rights of eggheads Suite



are provided, that it is free of legal defects, and material defects which impair in a more than negligible manner the functionality or usability of the software, as well as business consultation, protection, and obligation of care which are to ensure the contracted use of eggheads Suite for the customer, the protection of life or limb of the employer's personnel, or the protection of the employer's property from substantial damage.

- (3) To the extent that eggheads is liable pursuant to the foregoing subparagraph (2) for damages, this liability is limited to damages which eggheads has anticipated as a possible consequence of a contract breach or which should have been anticipated given appropriate due care and attention. Indirect damages and consequential damages which are a consequence of defects of eggheads Suite shall only be compensated if such damages can be typically expected from the contracted software use as defined by this agreement.
- (4) In the case of liability for simple negligence, the obligation to pay compensation by eggheads for material damages and consequential financial loss is limited to € 100,000.00 per damage case, even if it concerns the breach of essential contractual obligations.
- (5) The foregoing exclusions and restrictions of liability also apply in full scope to organs, legal representatives, employees, and other persons employed in performing an obligation of eggheads.
- (6) To the extent that eggheads provides technical information or business consultation and to the extent that such information or consultation is not part of the scope of services owed under the contract, it shall be free of charge and exclude any liability.
- (7) eggheads assumes liability for the loss of data only up to the cost which would have incurred for the restoration of data which is backed up in an appropriate manner at regular intervals.

- (8) The liability of eggheads for third-party software is excluded to the extent that it is not from persons employed in performing an obligation.
- (9) The restrictions of § 4 do not apply to the liability of eggheads because of willful misconduct, for guaranteed conditions, because of injury of life, body, and health, or pursuant to the German Act on Liability for Defective Products.

§ 5 Right of Direction, Involvement of Third Parties

- (1) The employees of eggheads are only subject to the right of direction and the supervision of eggheads. The customer may still exercise their householder's rights.
- (2) eggheads has the right to transfer contractual obligations over to third parties without prior approval by the customer.



§ 6 Communication

- (1) In **appendix 1** of this license agreement, both parties specify a person in response who shall serve as the contact person for the other party together with their required contact data. The parties shall only replace this person if required.
- (2) The person in response is authorized to receive and provide any declaration communicated in the context to this contract.

§ 7 Financial Billing, Due Date

- (1) The financial billing is sent electronically to the customer's e-mail address as provided to eggheads in **appendix 1**.
- (2) The billed services are due within 14 days from the invoice date and the full amount is to be transferred to the bank account designated by eggheads, unless the parties have agreed upon a different due date. If the customer fails to transfer this amount to the bank account of eggheads within the due date, the customer is in default of payment without prior notice.
- (3) All costs, charges, or other kinds of payment are net values, excluding the turnover tax which is also incurred.

Use of eggheads Suite

§ 8 Product Description

- (1) eggheads Suite is a Product Information Management standard system solution and consists of the software modules, tenants, users, and languages booked by the customer. The content with which eggheads Suite can be filled are not part of the scope of services.
- (2) The product description of software modules is provided in the explanation of modules in **appendix 2**.

- (3) The end user manual of eggheads Suite is only provided online under the "help.eggheads.net" portal.

§ 9 Purpose of Use

eggheads Suite serves the purpose of managing, refining, distributing, and exporting product data and media assets.

§ 10 First Installation

- (1) The first installation of eggheads Suite is carried out by eggheads to ensure that subsequent upgrades run smoothly. The installation will be carried out for a tenant specified by the customer on their own hardware system or virtual system environment. If there are further tenants, eggheads will also carry out the first installation for them.
- (2) The customer is obligated to collaborate in the first installation process regarding, in particular, the provision of required resources and the installation system itself, as well as the granting of access rights. If the customer breaches this obligation to collaborate eggheads is entitled to refusal of performance until the customer carries out their obligation to collaborate.
- (3) The hardware system defined under subparagraph (1) is required to be located within the European Union.

§ 11 Third-Party Software

For third-party software in use, the license agreement of the respective third party shall apply.

§ 12 Upgrades

- (1) eggheads works continuously on improving eggheads Suite. In relation to this, eggheads shall provide upgrades electronically for the purpose of installation. Before installing the upgrade, eggheads shall inform the customer



about new functionalities resulting from the upgrade.

- (2) In the case of upgrades, claims of defects are limited to the new functionality of the respective update in comparison to the previous version.
- (3) eggheads shall not be obligated to develop eggheads Suite upgrades in a manner that versions match the hardware and software system environment of the customer.
- (4) The customer cannot make claims for the implementation of specific functions. As part of upgrades, eggheads has the explicit right to limit functionality to the extent that it benefits the usability or performance of eggheads Suite.
- (5) eggheads shall adjust the electronic end user manual of eggheads Suite to the new version.

§ 13 Obligations of the Customer

- (1) The customer shall participate in regular coordination meetings with eggheads.
- (2) The customer is obligated to participate in the eggheads Academy software training to the extent that this is required to fulfill the contract, in particular during the implementation phase of eggheads Suite.
- (3) The customer shall carry out the data migration on their own unless agreed upon otherwise.
- (4) The customer is obligated to take required measures for data backup and security against malicious software based on current state-of-the-art technology. A data backup is to be carried out at least once a day.

§ 14 Notice of Defects

- (1) The customer shall report software defects via the help center. In the notice of defects, the customer provides a comprehensible description of the defect symptoms, wherever possible demonstrated by written records, hard

copies, or other documents which illustrate the defect. In general, this requires the customer to describe for which data object the error has occurred, which function was supposed to be utilized, the actual result, and the expected result of the use case. This notice of defects serves the purpose of reproducing the defect.

- (2) The legal obligation to analyze and report the defect remains untouched.
- (3) The customer is obligated to support eggheads during analysis of software defects to the extent and level of detail appropriate, for example by providing remote access (e.g. with Site2Site or VPN).

Purchase of eggheads Suite

§ 15 Right of Use (Purchase)

- (1) eggheads grants to the customer, under the precedent condition of the complete payment of the license fee pursuant to § 16 and only for created users and tenants, a simple, non-transferable right of use and reproduction for eggheads Suite to the extent defined in this contract.
- (2) The right of using and processing is limited to the purpose of use defined in § 9.
- (3) The right of reproduction for eggheads Suite is limited to the installation of the software on computer systems owned by the customer to fulfill the purpose of use, and to the reproduction required for loading, displaying, processing, transferring, and saving of eggheads Suite, as well as to the right of creating a backup copy carried out by authorized persons.
- (4) Further rights of using and processing concerning eggheads Suite shall not be granted to the customer.
- (5) If there is a request and legitimate interest, the customer can commission eggheads or a third party to analyze whether the use of eggheads



Suite is within the scope of rights defined in these terms and conditions; the customer shall support eggheads in carrying out such analyses to the best of their capacities.

- (6) The granting of rights pursuant to § 14 shall only apply to eggheads Suite. Third-party software is not included; in this case, the respective terms and conditions shall apply.

§ 16 Purchasing Price, Due Date, and Default of Payment

- (1) The customer is obligated to pay the contractual license fee to be granted the right to use eggheads Suite.
- (2) The license fee shall be due immediately. If the customer does not make the payment within a period of 14 days after signing the contract, the customer is in default of payment without prior notice.

§ 17 Obligations of the Customer

- (1) The customer shall provide all information, data, personnel and time resources, as well as required the infrastructure defined in the system requirements of eggheads Suite.
- (2) The customer shall install eggheads Suite and all upgrades at their own financial expense. In relation to this, the customer has the right to not install an upgrade. The customer shall bear additional costs resulting from skipping one or more upgrades, in particular concerning script adjustments.
- (3) The customer shall upgrade eggheads Suite once a year.

§ 18 Claims of Material Defects

- (1) eggheads Suite essentially corresponds to its description provided in **appendix 2**. Claims of defects shall not be valid in case of negligible differences concerning the contractual or

presupposed constitution and the negligible limitation of usability. Product descriptions or properties described in **appendix 2** do not express a warranty without separate agreements in writing. eggheads Suite assumes no responsibility for the compatibility of eggheads Suite with third-party software unless there are any explicit agreements which state otherwise. Pre-contractual specifications by eggheads are not entailed by the contractually agreed-upon or ensured constitution.

- (2) The supplementary performance may also be carried out in the form of the provision or installation of a new program version, or the provision of a work-around.
- (3) The limitation period for claims of defects is two years. The period begins with the provision of the first reproduction copy of eggheads Suite, including a visit of the end user manual via the "help.eggheads.net" portal online. In the case of the provision of upgrades for major or minor releases, the limitation period for these reproduction copies begins with the time of access of the download by the customer.

Leasing of eggheads Suite

§ 19 Right of Use (Leasing)

- (1) eggheads shall grant to the customer, for the contractual period and only with regards to created users, a simple, non-transferable right of use for eggheads Suite pursuant to the measures defined in this contract on the basis of the hardware system provided by eggheads accessible via internet.
- (2) The right of use and processing is limited pursuant to the right of use defined in § 9.
- (3) Further rights of using and processing concerning eggheads Suite shall not be granted to the customer.



- (4) If there is a request and legitimate interest, the customer can commission eggheads or a third party to analyze whether the use of eggheads Suite is within the scope of rights defined in these terms and conditions; the customer shall support eggheads in carrying out such analyses to the best of their capacities.

§ 20 Usage Fees

- (1) The usage fees shall be due on the third workday of each month in advance and shall be transferred to the bank account of eggheads. The customer is in default of payment if the usage fees have not been transferred to the bank account of eggheads by this due date. The legal consequences of the default of payment follow from legal regulations.
- (2) eggheads reserves the right to change the scope of services and corresponding prices at a later date.

§ 21 Installation of Upgrades

- (1) eggheads develops and updates eggheads Suite further, and, in particular, adjusts it to take account of modified legislation, technological advancements, or improvements in IT security. In the process, eggheads shall give adequate consideration to the legitimate interest of the customer and inform the customer about necessary updates ahead of time. In the case of an essential limitation of the legitimate interest of the customer, the customer is granted a special termination right.
- (2) eggheads shall install upgrades and patches for the customer. The installation shall only be carried out on prior notice. eggheads assumes no responsibility to adjust the installation to individual demands or the IT system environment of the customer.

§ 22 Data Backup

- (1) In the case of leasing eggheads Suite, the data backup of all customer data saved in eggheads Suite or on the servers of eggheads shall be carried out by eggheads itself.
- (2) Apart from this, i.e. in particular with regards to the data external to the servers of eggheads, § 13 sub-paragraph (4) shall remain untouched.

§ 23 Further Obligations of the Customer

- (1) The customer is obligated to protect and store the communicated credentials from third-party access in a manner adequate to state-of-the-art technology. The customer shall ensure that the use remains within the contractually agreed-upon scope. Unauthorized access shall be communicated to eggheads immediately.
- (2) The customer is obligated to refrain from storing data on the provided storage space which violates established law, official directives, rights of third parties, or legal agreements with third parties.
- (3) The customer shall scan the data for storage or use in the software for viruses or other malicious components, and shall use state-of-the-art technology when doing so (e.g. anti-virus programs).

Services

§ 24 Support

- (1) eggheads will work on support requests about eggheads Suite sent by key users of the customer during business hours (Monday to Friday, 09:00–17:00). Support requests shall not be processed during national holidays and regional holidays of Germany, North Rhine-Westphalia region.
- (2) Key users of the customer are authorized to create support requests. Corresponding access



shall be provided by eggheads free of charge. If further access slots are required, eggheads shall provide them for a fee. Free of charge are key users as listed below:

Number Master Data Users	Number of Key Users
up to 10	1
up to 25	2
up to 50	3
up to 100	5
up to 250	7
unlimited	10

- (3) eggheads shall only work on support requests for the current version of eggheads Suite as well as the three preceding releases (minor releases). Support requests for versions older than this shall not be processed.
- (4) The customer is obligated to ensure that support requests are sent by key users using the assigned help center user account.
- (5) The customer is obligated to support eggheads during analysis of support request to the extent and level of detail appropriate, for example by providing remote access (e.g. with Site2Site or VPN).
- (6) In general, eggheads shall work on support requests by way of remote servicing from the corporate headquarters of eggheads.

§ 25 Remuneration, Travelling Expenses

- (1) The cost of services provided by eggheads are expensed as incurred by time, unless agreed upon otherwise. The billing is based on the daily rate with a billing increment of 15 minutes. The daily rate and hourly rate is calculated based on

the requirements resulting from the special conditions. eggheads reserves the right to adjust the scope of services prior to the commission of further services.

- (2) eggheads shall invoice the service in the following month.
- (3) For services which are not provided by eggheads from their corporate headquarters, travelling expenses shall be incurred per employee on the basis of the following flat rates:
 - a. travelling times on the basis of half of the hourly rate pursuant to § 25 subparagraph (1);
 - b. travelling costs on the basis of the actual amount;
 - c. travelling by automobile on the basis of € 0.50 per km;
 - d. catering costs on the basis of the maximum rates permissible under tax law;
 - e. hotel costs on the basis of the actual amount.

- (4) For travelling by train, eggheads shall book a second-class ticket; for travelling by plane, eggheads shall book an economy-class ticket, unless agreed upon otherwise.

§ 26 Language

All services of eggheads shall be provided in German, unless the parties have explicitly agreed upon otherwise.

§ 27 Obligation to Cooperate

The customer shall support the success of the project throughout every project phase with active and appropriate cooperative actions. In particular, the customer shall provide the information, documents, data, and other means necessary for the orderly realization of the



project, to the extent that this is necessary for the fulfillment of the contractual purpose.

eggheads Academy

§ 28 Contract Formation

- (1) The booking of eggheads Academy shall be carried out online under the address "www.eggheads.net/en/academy" or in coordination with the project managers during the implementation phase.
- (2) The booking of eggheads Academy via internet or project manager represents a legally-binding offer to the customer. The contract shall become effective through the registration confirmation by eggheads.
- (3) eggheads shall process bookings in the order of requests received.

§ 29 Minimum Participation Count

As part of the booking process, eggheads shall announce the minimum participation count of the respective Academy session. If the minimum participation count is not met for Academy ten days prior to the date of performance of Academy, eggheads has the right to withdraw from the contract or offer an alternative date.

§ 30 Place of Fulfillment

- (1) Academy shall take place, after special agreement, in Germany, Bochum, in the business offices of eggheads (In-Person Academy). The householder's rights of eggheads shall apply.
- (2) In general, Academy is held online (Online Academy); in this case, the place of fulfillment for the services provided by eggheads is still Bochum.

§ 31 Participation Fees, Default of Payment, Reservation of Property Rights

- (1) The participation fees for the performance of Academy shall be due immediately after signing the contract; the customer is obligated to pay the amount by way of an advance payment due immediately. If the customer does not pay the agreed-upon participation fees within a period of 14 days after signing the contract, the customer is in default of payment without prior notice.
- (2) If participation fees are not paid until the date of performance of Academy, eggheads shall be entitled to refuse the performance.
- (3) Meeting documents and their usage rights are preserved by eggheads until payment of the participation fees is complete.

§ 32 In-Person Academy

- (1) In the case of In-Person Academy, the following services are included in the participation fees:
 - a. Printed meeting documents;
 - b. Drinks for the break;
 - c. Dinner with all participants of Academy if Academy covers an entire day and if the maximum number of participants is reached.
- (2) Accommodation and travel expenses for employees of customers are not included in the participation fees.
- (3) For In-Person Academy, eggheads provides all hardware required for participation.

§ 33 Online Academy

In the case of Online Academy, eggheads shall provide to the system for the customer's participants ahead of time. The system can only be accessed via desktop computers; access via tablets or smartphones is not supported.



§ 34 Performance of Academy

- (1) Academy shall be carried out on a system provided by eggheads with demo data created for the purpose of software training.
- (2) Every Academy will be carried out by a qualified trainer from eggheads. The trainer shall make appropriate preparations for the respective Academy session.
- (3) The customer shall not be entitled to insist on the performance of Academy by a specific trainer. eggheads shall be entitled to assign a trainer to an Academy session on their own authority and to replace this trainer even after announcing them to the customer.

§ 35 Force Majeure

eggheads shall not be held accountable for the postponement or cancellation of the performance because of force majeure. In the case of the cancellation of the performance, the participation fees already paid shall be refunded. In particular, force majeure includes wars, power or internet outage, a pandemic, the case of disease of the trainer, or other supervening events outside of the sphere of influence of eggheads because of which Academy is not or cannot be performed.

§ 36 Cancellation by Customer

The customer shall be entitled to cancel Academy in written form. For the cancellation, the following cancellation fees shall be incurred:

- a. Up to four weeks prior to Academy: 50 % of the participation fee;
- b. Up to two weeks prior to Academy: 75 % of the participation fee;
- c. After that: 100 % of the participation fee.

§ 37 Replacement of Participants

The customer shall be entitled to replace, up to one week prior to Academy, any participant of
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Academy in written form by providing the personal data of the to-be-replaced participant and the new participant.

§ 38 Obligation to Collaborate

The customer shall contribute to Academy with active and appropriate cooperation measures. In particular, they shall provide eggheads with the information, documents, and data, as well as other means required for the regular performance of Academy, to the extent that this is necessary for fulfilling the contract.

§ 39 Image and Audio Recordings

eggheads shall be entitled to make image and audio records of Academy during the performance and provide them to the participants. The recordings shall not be published or utilized for the purpose of advertisement. The recording shall only be utilized as part of the learning environment of Academy.

Final Clauses

§ 40 Customer Reference

The customer agrees to being included in the customer reference list of eggheads. To this end, the customer shall provide eggheads with their company logo. If the company logo is protected by trademark law, the customer shall also grant relevant usage rights for the purpose of being included in the customer reference list. Further publications shall be subject to the approval by the customer. The customer may only refuse approval on significant grounds.

§ 41 Image and Audio Recordings

in Webinars and Presentations

- (1) For the purpose of advertisement, eggheads reserves the right to hold webinars and presentations.



- (2) The corresponding events are documented in the form of image and audio recordings. eggheads intends to utilize these image and audio recordings for the purpose of advertisement.
- (3) eggheads shall be entitled to utilize image and audio recordings of webinar and presentation participants to the extent that they have not objected to this use.
- (3) To the extent that it is required by legal obligations, the data receiver has the right to disclose and transfer confidential information. If legally permissible, the data receiver shall inform the other party prior to the disclosure of confidential information.
- (4) The parties shall task their employees or third parties to whom confidential information is transferred with the confidential treatment of this information as part of their respective service or employment contract, so that the obligation of non-disclosure continues even after termination of the contract, unless a general obligation of non-disclosure has already been agreed upon.

§ 42 Data Protection

- (1) The parties shall comply to the respective data protection laws applicable to them.
- (2) To the extent and insofar as eggheads processes personal data for the commission as part of contractual services, both parties shall enter into an agreement in line with market standards for the processing of data pursuant to Art. 28 GDPR prior to the processing.
- (5) Excluded from the obligation of non-disclosure is information:
 - a. which has already been generally known or has become generally known after the fact without breaching the obligation of non-disclosure pursuant to this contract;
 - b. which the data receiver has developed independently of this contract; or
 - c. which the data receiver received from third parties or from the other party outside of this contract without the obligation of non-disclosure.

§ 43 Non-Disclosure

- (1) The parties will treat all business secrets as confidential, including the contents of this contract and all other information classified as confidential from the respective other party (from here on referred to as "confidential information"). The receiving party shall treat confidential information with the same care they treat their own confidential information of the same sensitivity, or at least with the appropriate care of a professional businessperson.
- (2) The use of confidential information is restricted to use related to this contract. Without prior approval by the other party, the transfer of confidential information to third parties shall not be permitted. Approval shall be provided in written form. Excluded from third parties are related companies of the parties and business consultants which are legally obligated to non-disclosure.
- (6) With the termination of this contract, all parties shall hand over or delete the confidential information of the respective other party upon request. This excludes confidential information to which the obligation to preserve records applies as well as data backups as part of regular backup processes.
- (7) The obligation of non-disclosure remains valid for the contractual period as well as an

The burden of proof for cases defined in this sub-paragraph is on the party which relies on the exception.



additional period of 5 years after termination of this contract.

- (8) eggheads has the right to utilize practical knowledge such as ideas, concepts, methods, and know-how developed or disclosed throughout the performance of the contract gathered in the minds of the persons eggheads tasks with service provision. This does not extend to cases where the customer's industrial property right or copyright is threatened. The obligation of non-disclosure shall remain untouched.

§ 44 Place of Fulfillment, Place of Jurisdiction

- (1) The place of fulfillment for the contractual obligations of eggheads is Germany, Bochum.
- (2) The place of jurisdiction for legal disputes between the contractual parties is Germany, Bochum.

§ 45 Applicable Law

The law of the Federal Republic of Germany shall apply under exclusion of the conflict of laws and UN CISG.

§ 46 Written Form

Changes and supplements to this contract shall only be provided in written form in order to become effective. The waiver of this form requirement itself shall also be provided in written form.

§ 47 Severability Clause

If a regulation of this contract is held to be ineffective, all other regulations shall retain their legal effectiveness. In this event, the parties shall be obligated to agree upon regulations which are economically equivalent to the intended purpose of the ineffective regulations. This also applies to the closing of any gaps in this contract.



Appendix 1: Contact Data

	eggheads	Customer
Purchase		Name, First Name, Position, E-Mail
Project Management		Name, First Name, Position, E-Mail
Steering Committee Members		Name, First Name, Position, E-Mail Name, First Name, Position, E-Mail Name, First Name, Position, E-Mail
Electronic Invoices (PDF, one mail per invoice, invoice and proof of expense attached as separate files)	rechnung@eggheads.de	E-Mail Address



Appendix 2: Product Description

Master Data

The “Master Data” software module serves the purpose of storing and managing product data as well as data from corporate domains related to products and services. The generic data model allows users to define a system-wide structure for this data and assign manageable attributes to its data objects.

Data Model

The product description of an air compressor requires an entirely different set of attributes than that of a holiday travel hotel. Accordingly, it is self-evident why eggheads Suite features a fully configurable data model which allows companies from any sector to create their very own individualized data hierarchies out of structure nodes and attributes for product data.

Attributes

Attributes can be defined and added to structure nodes to store information, from technical data to marketing texts.

Attributes can either store individual information of products or be filled automatically using so-called “references.” For example, a text or number attribute for product descriptions can first be added to a structure node representing a product, so that it can then be “inherited” by articles. For individual articles in the hierarchical data model, users may then keep this inherited content or overwrite and adjust it as necessary. This and other features allow for dynamic data management.

To ensure that the data model is standardized and consistent across the board, e.g. that related products of the same assortment share uniform sets of attributes, Attribute Configurations can be set up either globally for all products or locally for specific article groups. Such Attribute Configurations define and

automate which product can or must have what kind of attributes, or which optional attributes can also be added by users.

Additionally, there are further options for creating, managing, and deleting data objects and their content using web services. All this also applies to media objects.

Data Quality Management

For each attribute, users can set up a range of data quality rules, e.g. whether this number attribute is required for specific products or whether that text attribute has a maximum character limit. Subsequently, a use case and an error class can be assigned to the data quality rule to quantify the significance of potential quality issues.

The quality rules are then applied to all structure nodes. Users can view the data quality index and search data by quality level while editing information. Making use of advanced settings, the data quality index can also control processes, e.g. for preventing the export and distribution of low-quality data.

Complex Data Models

Products may not always share a simple 1:1 relation with structure nodes. Utilizing the tree-like structure of the data model, users can organize assortments, products, and articles on dedicated hierarchy levels. This, in turn, allows for referencing, inheriting, and overwriting content top-down.

By referencing separate sub-structures in the hierarchical data model, users can directly transfer data over from the data supplier structure or other data sources, allowing for central data management without data redundancy. Local attribute configurations for product groups ensure that each referenced attribute is created and has adequate content, e.g. structure nodes representing domestic



appliances require an attribute for power supply while mountain bikes require attributes for saddle, handle, and gear.

Additionally, users may come up with specific concepts for specific sub-trees, such as the 'export tree.' In such a structure, for example, the navigation tree of the customer's web store can be reconstructed. Links and references provide relevant products and content. This way, users can decide if, where, and how products are to be presented in the shop. Linked attributes such as description texts may be overwritten as necessary for the export use case to ensure consistent wording across the entire publication channel which differs from other channels for other target groups. With such concepts, users can implement a sophisticated cross-channel control in and through the Master Data Management of eggheads Suite.

Options for Master Data

Classifications

With eggheads Suite, structures can be managed analog to classification schemata commonly used in the customer's industry sector, including the definition of all required data requirements pursuant to given industry regulations. The product data which is created by users and stored in the data model can be connected to classification classes using so-called Configuration References. This way, selected products (or even entire assortments) can automatically inherit the user-defined data requirements. In turn, this allows users to view which data is yet to be managed before putting it into use based on workflow rules. Lastly, classification schemas can simply be selected in the export dialog to allow for classification-based exports.

Translation Extension

Companies which sell their products internationally are required to internationalize, localize, and translate their product-describing content into various regional languages. This

process poses a great challenge to many companies since the translation process is, more often than not, expensive, low-quality, and not carried out with state-of-the-art translation tools. To tackle such challenges, eggheads Suite provides a range of built-in functions to help technical writers create and internationalize texts in the source language, reduce the translation effort, and control the technical writing, translation, and editing process. Ranging from simple Excel-based imports to the fully integrated Web Client with translation editor and connection to an external TMS tool, users are, at all times, provided with the right combination of solution options.

Media

For the well-structured organization of digital media, such as images and videos, eggheads Suite provides Media Asset Management features. Minimally, this can be realized in the form of connecting a third-party MAM system using the eggheads REST web services or by using the graphical user interface of the built-in Media Management perspective.

Media assets are transferred into the Media Management using imports for a selected set of media files or entire folders. Corresponding settings in the Administration perspective allow users to automate the naming of files and similar adjustments. Lastly, each original media file is rendered into all defined image formats for corresponding use cases.

Media is organized in the Media Hierarchy. Users can navigate it manually or use the search functions for full-text and criteria-based search requests. The media can then be viewed either in list form or in preview form together with a user-defined set of relevant attributes. For selected sets of media, further actions can then be carried out, from bulk editing to exports.

Further automation is provided in the form of the media workflow which is initially set up on demand during system implementation. This



allows end users to automatically trigger actions when changing the workflow status of one or more media assets within the system.

Print

Utilizing the various Publishing modules, print artifacts such as product catalogs and flyers can be designed directly within eggheads Suite. The system differentiates between automated, semi-automated, and manual creation of print objects. Users may also combine or alternate between publication methods as necessary depending on given use cases. The end results of the publishing process are PDF documents (of the user-defined quality, from datasheet to print-ready) or print pages which can be transferred over to connected Quark or InDesign DTP systems.

Template Design

The underlying idea in play is to support both methods, the creation of print artifacts with and without print tools such as Adobe InDesign. This provides users with the option to create datasheets and flyers as PDF files directly within eggheads Suite. This is why the Publishing modules also include rendering and layouting functions. If connected to a DTP server, the rendering results can be directly transferred over to this server together with the DTP objects, i.e. pages together with their texts, images, and tables.

This also opens the path for dynamic layout creation, allowing users to define their own rulebook by making use of the built-in template functions. Among other things, this includes the definition of boxes functioning as content placeholders for the aforementioned DTP objects, from text to media. Using further settings, users can set up the minimum and maximum sizing of boxes dynamically or automatically make boxes adjust to the size of other boxes based on user-defined rules and priorities. Layouts can be integrated into one another, allowing users to modularize individual

page elements by use case, from header to footer.

The second major requirement of the rulebook concerns how content is transferred from master data to templates and layouts, e.g. which content goes into which placeholder box, if one image enjoys priority over other images from media attributes, and whether the user wants to join multiple text attributes into one.

All these rule-guided mechanisms can be defined in the graphical user interface of eggheads Suite. The result of the rules can be viewed and exported directly for selected structure nodes from the data model.

Publication Processes

The variety of functions provided by the Publishing modules supports a whole range of different publication processes. All are based on the previously described rulebook, i.e. rules can also be used to dynamically adjust content and form to match relevant print use cases.

The Publishing module also comes with a Page Generator which can combine sets of rendered layouts to generate pages, be it single-page or multi-page with left-aligned and right-aligned pages.

As a result, the Page Generator turns the PIM system into a self-sufficient tool for designing and creating entire documents even without DTP connectivity.

Portals

Data Supplier Portal

eggheads Supplier Portal allows customers to collect granular product information straight from the source. The graphical user interface of eggheads Supplier Portal can be accessed online via conventional web browsers. For example, retailers can provide their suppliers with data forms for the well-structured and clear-cut transfer of product information, while travel and tour operators can collect intel straight from the



hotelier or agency. The data forms can be re-imported into Supplier Portal and evaluated. Alternatively, offline suppliers can be provided with Excel tables from the PIM system.

Be it online or offline, the provided data forms for gathering content can be created by end users via the graphical user interface. Workflows individualized to match customer requirements then control the release of the finalized data and its transfer over to the PIM system.

Product Portal

Fast, simple, and efficient: Search and find products with eggheads Product Portal. Depending on the customer's set of use cases, a selection of products plus related multimedia assets can be made accessible for both internal and external end user groups who are wholly unacquainted with PIM. For example, partners or trusted retailers can be granted access to the data of the customer's product pool and even copyedited content. The customer's own sales team, in turn, can present their products live on site. The internal support and service call center can find relevant products, including attached user manuals and other PDF files, more efficiently to provide a more user-friendly customer consultation.

How do users keep an overview of all available products? Product content can be searched via a full-text search. Context-sensitive filters allow users to narrow down the search results and sort them by relevance. The search results themselves are displayed in preview form with a representative image and main information. For more convenient access, users may also add selected products to a user-defined favorite group and share it with other users. Last but not least, administrators can control who sees what based on the rights-and-role concept.

The entire content is provided by the PIM module, as it is the case for all other publishing channels.

Media Portal

eggheads Media Portal enables users to search media assets from eggheads Suite and exchange corresponding media attribute content – and it can also be made accessible to external users. Using the browser-based interface, users can find relevant media assets either via related product data or media data using the filter-based search. The criteria-based search, in turn, operates on keywords inserted by the user. The sortable search results can be displayed either in the form of a text list by name or in the gallery view with image previews. The favorite list and the download function for authorized users complete Media Portal.

Data Distribution

Import Configuration

With the help of the Import Configurator module, processes for importing data (the so-called "data onboarding") can be mapped out. Without requiring programming skills, users can configure imports into the system based on files or REST services. This allows for the connection to other IT systems as well as the integration of third-party data sources.

The Import Configurator is the main tool for the onboarding of data. All incoming data in XML, CSV, or Excel format can be mapped onto the structure of the master data model based on user-defined rules. Users can run imports in the Create or Update mode or a combination of both to automatically distinguish between existing objects and to-be-created objects for different use cases. Data exchange formats like CSV and Excel can be mapped on the basis of XML structures. Users can directly reference the relevant data record from the master data model, including links and specific options from multi-select attributes. Furthermore, media assets relevant for selected master data can also be imported in a guided manner.



Export Configuration

With the help of the Export Configurator module, in turn, processes for data exports can be mapped. As it is the case for the Import Configurator, no programming skills are required, so that users can configure exports into distribution channels based on files or REST services. This allows for the connection to external IT systems and third-party data sources.

The provision of master and media data for third parties, channels, or other purposes is enabled by this configuration tool built into eggheads Suite. Using the graphical user interface, users can set up target formats and export it as XML. In the configurator, relevant data is referenced and a mapping is created to match the target data structure. Additionally, the Export Job Configurator allows users to set up a naming and delivery system for FTP/FTPS servers and web services. Exports triggered in regular intervals by export job configurations are documented automatically in a dedicated export

table. This allows users to keep track of all released content over time and to reconstruct which channel has received what content at any given time.



Appendix TOM – Technical Organizational Measures

§ 1 Confidentiality (Art. 32 Par. 1 Lit. b GDPR)

- (1) Entry Control: No unauthorized entry to data processing facilities; e.g. secured by transponder lock system, electric door openers, visitor control at the reception, locked server rooms.
- (2) Access Control: No unauthorized system use; e.g. secured by passwords, firewalls, mobile device management, encryption of data storage devices.
- (3) Action Control: No unauthorized reading, writing, modifying, or deletion when utilizing systems; e.g. roles or rights concept, user-based access control, encryption of data storage devices.
- (4) Separation Control: Processing data utilized for different purposes separately; e.g. separating data by tenants (multitenancy).
- (5) Pseudonymization (Art. 32. Par. 1 Lit. a GDPR; Art. 25 Par. 1 GDPR): Separating master data about clients from commission data.

§ 2 Integrity (Art. 32 Par. 1 Lit. b GDPR)

- (1) Transfer Control: No unauthorized reading, writing, modifying, or deletion during electronic transfer or transport; e.g. encryption, virtual private networks (VPN).
- (2) Input Control: Measures for documenting if and who adds, edits, modifies, or deletes

personal data in data processing systems; e.g. protocols.

§ 3 Availability and Resilience

(Art. 32 Par. 1 Lit. b GDPR)

- (1) Availability Control: Protection against contingent or malicious destruction or loss; e.g. data backup strategy and storage of backups outside of office rooms, uninterruptible power supply (UPS), virus protection and firewall, reporting hierarchy and emergency plans.
- (2) Ensuring quick data recovery (Art. 32 Par. 1 Lit. c GDPR).

§ 4 Process for Regular Testing, Assessing, and

Evaluation (Art. 32 Par. 1 Lit. d GDPR; Art. 25

Par. 1 GDPR)

- (1) Carrying out regular internal audits.
- (2) Data protection by design and default.
- (3) Commission Control: No commission processing shall be carried out pursuant to Art. 28 GDPR without corresponding instructions by the client; e.g. definite contract design, separate instructions in text form, careful selection of service providers, follow-up controls