

novuter General Terms and Conditions

General

This Agreement governs the use of the novuter Services and consists of these general terms and conditions ("General Terms"), the Service Level Agreement ("SLA"), the Data Processing Agreement ("DPA") and the Support Services Description. The Customer accepts this Agreement either by indicating acceptance when first registering to use the Services or executing an Order Form that references these General Terms.

If the individual accepting this Agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity to this Agreement. If the individual accepting this Agreement does not have such authority, or does not agree with this Agreement, such individual must not accept this Agreement and may not use the Services.

If Customer registers for a free trial of the Services, the applicable provisions of these General Terms will also govern that free trial.

The Services include the functions of collecting and displaying the news and information from different sources, the information itself is not part of the Services. All rights of the news and information remains the property of the respective owners.

The Services may not be accessed for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on 28.06.2023. It is effective between novuter and the Customer as of the date of Customer accepting this Agreement.

1. Services

novuter will provide the Services to the Customer substantially as set out at novuter's website and in this Agreement.

The Customer may order Services through the website subject to the following:

- (1) orders may be made by the Customer after registering at the Website or through another subscription service;
- (2) the Customer shall be responsible for any orders made under the Customer's account, whether by the Customer itself, by its authorized users, or by the Customer's data systems automatically, and shall be responsible for the payment of all Fees based on orders made under the Customer's account;
- (3) no order made by the Customer is valid until accepted by novuter. novuter shall be deemed to have accepted the order if it supplies the Services to the Customer. novuter reserves the right to place controls and restrict the Customer's orders of the Services;
- (4) After novuter having accepted the order, novuter will provide the Services to the Customer without undue delay.

Unless set out to the contrary, the Services are supplied on an "as is" and "as available" basis without any guaranteed service levels. Any applicable service levels have been set out in the SLA and are only applicable to the individual Service. A failure to comply with any service level shall not, however, be construed to be a breach of this Agreement, but may give the Customer the right to receive a compensation set out in the SLA. Such compensation shall be the Customer's sole remedy and novuter's sole liability as regards any non-compliance with any service levels.

The Services are updated from time to time due to their inherent nature. novuter reserves the right to make changes to the Services at any time. If a change made by novuter which has an adverse effect on the agreed contents of the Services or the agreed service levels (if any), novuter shall inform the Customer of such change at least thirty (30) days before the effective date of the change. In such a case the Customer shall have the right to terminate applicable Services in accordance with Section 13 or terminate the relevant Order Form subject to a thirty (30) days' written notice. The termination notice must be delivered to novuter in writing prior to the effective date of the change.

novuter shall always have the right, but shall have no obligation, to make such changes to the Services that

- (a) concern or relate to the production environment of the Services and do not have an adverse effect on the agreed contents of the Services or the agreed service levels or hosting locations,
- (b) are necessary to prevent any data security risk to the Services, or
- (c) result from applicable laws or from a court or administrative order.

The Customer shall not have the right to terminate any separately agreed Order Form due to any such changes.

All facilities used to store and process the Customer's data will adhere to reasonable security standards no less protective than the security standards at facilities where novuter (or its Subprocessor as relevant) processes and stores its own information of a similar type.

2. Support Services

All Services include email support with responses provided on a best-effort basis without any guaranteed service levels. If the Customer has selected a support tier with service levels applicable to the Support Services, the Support Services shall be provided in accordance with such agreed service levels. A failure to comply with any service level shall not, however, be construed to be a breach of this Agreement, but may give the Customer the right to receive a compensation set out in the Support Services Description. Such compensation shall be the Customer's sole remedy and novuter's sole liability as regards any non-compliance with any service levels.

novuter shall use reasonable commercial efforts to correct at no additional charge any reproducible errors reported by Customer. novuter shall review all requests for improvements and new functionality, but novuter shall have no obligation to provide any modifications to the Service.

The Customer may choose to order optional Support Services, these efforts will be charged at an hourly fee of EUR 150,00.

3. Fees and Payment Terms

novuter uses a credit card processing service provided by Stripe Payments Europe, Ltd. (<https://stripe.com/>, "Stripe") to process its payments. The Customer consents to the use of the Stripe service and to the transfer of its credit card details to Stripe. The Customer agrees to be bound by any third party terms applicable to the Stripe service.

All Fees are automatically charged monthly in arrears from the Customer by using the Stripe service. If separately agreed with the Customer, the Fees for the use of the Services shall be invoiced monthly in arrears based on the Customer's use of the Services. In case a separate invoice is sent, the Customer is responsible for paying any Fees properly due in accordance with the invoices sent by novuter.

novuter reserves the right to increase the rates applicable to the Services where this is justified due to the general increase of novuter's costs and expenses of production (such as but not limited to general increase of labor costs and expenses). Further, novuter may increase the rates applicable to the Services by an amount corresponding to an increase of costs of relevant third-party offerings. novuter will inform the Customer of such change at least thirty (30) days before implementing such change. Continuous use of the Services will be deemed as acceptance of the new Fees.

All rates and Fees are set out without value added tax (VAT) or any other applicable sales tax, which shall be added to the rates and Fees in accordance with the then-applicable tax laws and regulations. In case a separate invoice is sent, the term of payment of each invoice shall be fourteen (14) days net from the date of the invoice.

4. Customer's General Obligations

The Customer shall be responsible for its own devices, systems, applications, connections and software used to access the Services. The Customer shall be responsible for the protection of the Customer's data communications and data systems and costs for communications and other comparable costs related to use of the Services.

The Customer may authorize users to use the Services under the Customer's account (e.g. for the purposes of using the Customer's databases). The Customer shall ensure that any users it authorizes to use the Services under the Customer's account comply with this Agreement at all times and use the Services only in accordance with this Agreement and the Acceptable Use Policy. The Customer shall be responsible for any use of the Services under the Customer's account.

5. Intellectual Property Rights

Subject to the terms of this Agreement and subject to the due payment of all Fees, the Customer shall have a limited, non-exclusive, non-transferable right to use the Services during the term of this Agreement or the term of the relevant Order Form.

novuter Services contain content of third parties and/or links to websites of third parties. The inclusion of Content of Third Parties on the Website does not imply that novuter has approved and/or checked such Content. novuter is not responsible for the content and manner of operation of Content of Third Parties or for any use thereof by the users of the Website.

All rights, title and interest, including all Intellectual Property Rights in and to the Services and the information provided, and any changes thereto shall belong exclusively to the respective Content

owners, novuter or its licensors. Except for the express license to use the Services granted to the Customer under and in accordance with the terms and conditions of this Agreement, the Customer shall have no and shall not by virtue of this Agreement obtain any rights, license or interests in and to the Services or any Intellectual Property Rights pertaining thereto.

The Customer shall be solely responsible for its use of the Services including any breach of this Agreement by the Customer or any of its authorized users.

All licenses granted to the Customer under the Agreement shall terminate upon the termination of the Agreement for any reason.

6. Personal Data

Our privacy policy is stated at <https://novuter.com/imprint.html>.

7. Content of third parties

The services contain content of third parties and/or links to websites of third parties ("Content of Third Parties"). The inclusion or present of Content of Third Parties on the Website does not imply that novuter has approved and/or checked such Content.

Content of Third Parties are owned by their respective owners, and is not part of novuter's services itself, the services allow for aggregation and presentation of (e.g. first party and third party) content.

Third Party content may not be distributed outside the legal entity of the Customer without the permission of the content owner.

novuter is not responsible for the content and manner of operation of Content of Third Parties or for any use thereof by the users of the Website.

8. Acceptable Use Policy

The Customer shall use and ensure that its authorized users use the Services in accordance with the following acceptable use policy ("Acceptable Use Policy"). The Customer is solely responsible for ensuring that the Services are not used:

- to violate, or encourage the violation of, the legal rights (including without limitation Intellectual Property Rights) of others;
- to engage in, promote or encourage any illegal activity;
- to violate the security or integrity of any network, computer or communications system, software application or network or computing device (such violations to include without limitation unauthorized access, interception of data or traffic or falsification of origin);
- to make connections to any users, hosts or networks unless the Customer has permission to communicate with them;
- to interfere with the use of the Services, or the equipment used to provide the Services, by others;
- to disable, interfere with or circumvent any aspect of the Services;
- to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertising or other solicitations ("spam"), including alteration or obscuring mail headers or assuming

- sender's identities, collecting replies to messages sent from a third party provider if such messages would violate the policies set out herein or comparable policies of such third party;
- to use the Services, or any interfaces provided with the Services, to access any other product or service of novuter, its Subprocessors or subcontractors, in a manner that violates their applicable terms of service.

novuter (and its Subprocessors and subcontractors where appropriate) reserve the right but assume no obligation to review the Customer's use of the Services, including the Customer's data to ensure compliance with the Acceptable Use Policy and to discontinue any use by the Customer of the Services and removing any infringing data of the Customer. novuter (and its Subprocessors and subcontractors where appropriate) may report suspected infringing activities to officials, regulators or other appropriate third parties, including the disclosure of appropriate information regarding the Customer.

If the Customer becomes aware that its use of the Services infringes the Acceptable Use Policy set out herein, the Customer agrees to immediately cease the infringing use of the Services without separate notice. The Customer agrees to comply with any requests of novuter as regards to any use of the Services that infringes the Acceptable Use Policy set out herein.

9. Suspension and Discontinuation of Services

novuter shall have the right to suspend the provision of the Services for a reasonable period of time if such is necessary in order to perform installation, change or maintenance work in respect of the Services or if such suspension results from installation, change or maintenance work in respect of public communication networks.

novuter shall have the right to suspend the provision of the Services and/or deny the Customer's access to the Services without first hearing the Customer due to

- (a) a significant data security risk to the Services,
 - (b) if applicable law or a court or administrative order requires novuter to do so,
 - (c) if novuter becomes aware of, or reasonably suspects, any activities of the Customer or its authorized users that infringe on the Acceptable Use Policy or if the Customer has violated these General Terms or other agreements or guidelines which maybe be associated with use of the Services
 - (d) if the Services are used contrary to, or for a purpose prohibited by this Agreement, applicable laws or court or administrative orders,
 - (e) the Services are used in a manner that jeopardizes the provision of the Services to other users.
- novuter shall promptly notify the Customer of the suspension of the Services under this Section as well as the grounds for such suspension and shall use its best efforts to resolve the issue with the Customer without undue delay.

novuter shall always have the right to suspend the Services, if the Customer is in default with its payment of undisputed Fees due under this Agreement and does not pay such Fees despite a request to pay within fourteen (14) days calculated from the date of such request. The suspension can be

continued until the Customer has paid all Fees due under this Agreement, after which novuter shall continue the provision of the Services.

The Customer understands that the Services are hosted by a Subprocessor of novuter. Such Subprocessors may reserve rights to discontinue their hosting at any time. novuter shall not be liable in any way for any discontinuation of such services provided by Subprocessors. novuter undertakes to inform the Customer of such discontinuation without delay after having become aware of any third party plans to discontinue the provision of hosting services affecting the Customer.

10. Indemnification

novuter agrees to defend the Customer, at novuter's own expense, against any third-party claims or actions where a third party claims that the Services infringe upon the Intellectual Property Rights of a third party valid in the European Union ("EU"), provided that the Customer:

- (a) notifies novuter of such claim immediately upon receipt of notice thereof;
- (b) provides novuter, free of charge, with all available information, permissions and assistance;
- (c) grants novuter the sole and exclusive right to control the defense of the claim; and
- (d) does not agree on any settlement of such claim or action prior to a final judgment thereon by a competent court of law or court of arbitration, without the express prior written consent of novuter.

If the Customer has acted in accordance with the sub-list (a)-(d), novuter shall pay any damages finally awarded to the third-party claimant by a competent court of law or court of arbitration.

If novuter justifiably deems that the Services infringe or may infringe upon any third-party rights, novuter shall have the right, at its own expense and in its sole discretion, to

- (a) acquire for the Customer the right to continue the use of the Services; or
- (b) replace the Services; or
- (c) modify the Services to the extent necessary to avoid the infringement.

If none of the alternatives are available to novuter on commercially reasonable terms and/or without the significant loss of time, novuter shall have the right to terminate the Agreement in whole or in part subject to a notice period set by novuter, upon which the Customer agrees to cease using the Services and novuter agrees to reimburse the Fees paid by the Customer for the terminated Services, less a proportion equal to the time of use of the Services by the Customer.

The indemnity in this Section shall not apply to, and novuter is not liable for any claim that

- (a) is based on a claim by any Affiliate of the Customer; or
- (b) is based on the modification or alteration of the Services or a modification or alteration influencing the Services by the Customer or any third party; or

(c) results from complying with any instructions, specifications or design given by the Customer or any third party under the command and control of the Customer; or

(d) arises or results from the use of the Services in combination with any software, equipment or products not developed or supplied by novuter or which are contrary to instructions given by novuter.

This Section sets out the entire liability of novuter and the Customer's sole remedy in case of any infringement of any Intellectual Property Rights.

The Customer agrees to indemnify novuter, at the Customer's own expense, against any claims made towards novuter based on any information or data the Customer inputs to the Services, including without limitation claims that the Customer's data infringes third party intellectual property rights or that the data otherwise infringes applicable laws.

11. Confidentiality

Each Party shall keep in confidence all material and information received from the other Party and marked as confidential or which should be understood to be confidential ("Confidential Information"), and may not use such Confidential Information for any other purpose than those set forth in the Agreement.

The confidentiality obligation shall, however, not apply to material and information,

(a) which is or later becomes generally available or otherwise public; or

(b) which the receiving Party has received from a third party without any obligation of confidentiality; or

(c) which was rightfully in the possession of the receiving Party prior to receipt of the same from the disclosing Party without any obligation of confidentiality related thereto;

(d) which a Party has independently developed without any use of or reference to the Confidential Information received from the other Party; or

(e) which a Party is required to disclose under any mandatory law or by order of a court or governmental body of competent jurisdiction.

Each Party shall promptly upon termination of the Agreement, or when the Party no longer needs the Confidential Information in question for the purpose of performing its obligations or exercising its rights under the Agreement, cease using the Confidential Information received from the other Party and, unless the Parties separately agree on destruction of such Confidential Information, return the Confidential Information in question (including all copies and reproductions thereof) to the other Party. Each Party shall, however, be entitled to retain the copies required by law or administrative orders applicable to such Party.

Notwithstanding the confidentiality obligation set forth herein, each Party shall be entitled to use the general professional skills and experience acquired in connection with the performance of the Agreement.

The rights and obligations related to the Confidential Information shall survive the termination of this Agreement for any reason for a period of three (3) years from such termination.

12. Limitation of Liability

The total aggregate liability of a Party towards the other Party under the Agreement shall not exceed

(a) an amount equal to the Fees paid by the Customer to novuter during the six (6) months preceding the event giving rise to the liability; or

(b) one thousand (1.000) Euro, whichever is less.

A Party shall not be liable for any indirect, incidental, or consequential damages such as loss of profits, revenue or business, damages caused due to decrease in turnover or production or loss, alteration, destruction or corruption of data.

The limitations of liability shall not apply to damages caused by willful misconduct or gross negligence or to liability under Section 10 (Indemnification) or Section 11 (Confidentiality).

13. Term and Termination

This Agreement shall enter into force when the Customer has accepted this Agreement when registering for the first time to use the Services. If the Services are ordered through a separate Order Form, this Agreement will become effective as stated in the Order Form.

Unless expressly set out to the contrary in the Order Form, the Agreement shall remain in force until terminated by a Party by a two (2) months' written notice to the other Party. Unless expressly set out to the contrary in the Order Form, the Customer may terminate the order of any individual Service at any time by choosing that option at the Customer's account on the Website, in which case the invoicing for the relevant Service shall be stopped from that day onward. If a Customer terminates individual Services, the Agreement remains in force until terminated as set out in this section.

Each Party may terminate the Agreement in whole for cause with immediate effect upon written notice to the other Party if (a) the other Party becomes insolvent, applies for or is adjudicated in bankruptcy or liquidation or corporate restructuring or otherwise ceases to carry on its business; or (b) the other Party is in material breach of the terms and conditions of this Agreement and fails to remedy such breach within thirty (30) days from the date of receipt of a written notice by the non-defaulting Party, such written notice detailing the breach and the intention to terminate.

Unless expressly set out to the contrary in the Order Form, upon the termination of the Agreement for any reason, any Fees owed by the Customer until the effective date of the termination shall become due.

If not instructed otherwise in writing by the Customer and unless legally required to keep Customer data uploaded to the Services, novuter shall delete and destroy the data the latest within ninety (90) days of the termination of the Agreement or after the maximum data retention period permitted by the technology of the relevant Service. In case the Customer demands that the Customer data are returned to the Customer or to a third party, the Customer will pay novuter for any additional costs and expenses arising out of such return of the Customer data.

14. Other Terms

Notwithstanding the rules on Subprocessors agreed in the DPA, novuter shall be free to use subcontractors in the performance of its obligations and exercise of its rights under this Agreement.

novuter shall have the right to use its relationship with the Customer in its marketing and sales promotion activities.

This Agreement constitutes the entire agreement with respect to Customer's access to and use of the Services. novuter's obligations regarding the Services are governed solely by this Agreement pursuant to which they are provided.

Except as expressly provided herein, neither Party makes any warranties of any kind, whether express, implied, statutory or otherwise, and each Party specifically disclaims all implied warranties, including any warranties of merchantability, fitness for a particular purpose, or non-infringement, and any warranties arising out of course of dealing, course of performance or use of trade to the maximum extent permitted by applicable law. The Services are provided to Customer strictly on an "as is" basis. novuter shall have no responsibility for determining that Customer's proposed use of the Services complies with applicable laws and regulations in Customer's jurisdiction(s).

Either Party shall not be liable for any delays or non-performance of its obligations or any damages caused by an impediment beyond its reasonable control, which it could not have reasonably taken into account at the time of entering into this Agreement, and whose consequences it could not reasonably have avoided or overcome.

All formal notices and other formal communication between the Parties hereunder shall be made in the English or German language. Neither Party shall be entitled to assign nor transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. novuter shall, however, have the right to assign this Agreement in connection with a sale or transfer of its business or a relevant part thereof.

novuter shall have the right to update the Agreement at its sole discretion. novuter shall notify the Customer of material updates. Should the Customer not accept the updated Agreement, the Customer shall have the right to terminate the Agreement by a written notice to novuter, effective as of the effective date of the update of the Agreement.

Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall also be deemed to survive.

novuter shall have the right to delete Services which have been powered-off for more than 90 days. The Customer acknowledges that such deletion will also delete all backups of such deleted Service.

15. Governing Law and Disputes

The Agreement shall be governed by and construed in accordance with the substantive laws of Germany, excluding its choice of law provisions.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the German Chamber of Commerce. The number of arbitrators shall be one (1). The seat of arbitration shall be Munich, Germany. The language of the arbitration shall be German.

16. Definitions

"Acceptable Use Policy" has the meaning set out in Section 8;

"Affiliate" of a Party means any legal entity that is (a) directly or indirectly owning or controlling the Party, or (b) under the same direct or indirect ownership or control as the Party, or (c) directly or indirectly owned or controlled by the Party, for so long as such ownership or control lasts;

"Agreement" means this agreement between novuter and the Customer, consisting of these General Terms, the SLA, the DPA and the Support Services Description available on the Website, and any Order Form with its appendices that novuter and the Customer may have entered into;

"Service(s)" means the services provided by novuter to the Customer as set out in the Agreement;

"Customer" means the customer entity registering to use the Services or the customer entity set out in the Order Form, and entering into the Agreement with novuter;

"Confidential Information" has the meaning set out in Section 11;

"Fee(s)" means the compensation paid by the Customer for the Services;

"General Terms" has the meaning set out in the preamble above;

"Intellectual Property Rights" means any and all patents, utility models, design rights, copyrights (including the right to amend, modify, develop and assign), trademarks, trade names, inventions, trade secrets, domain names, know-how and any other industrial or intellectual property rights (including applications thereof);

"Order Form" means an order concerning the purchase of Services between the Parties. By entering into an Order Form under this Agreement, the Customer agrees to be bound by the terms of this Agreement, of which these General Terms form an integral and inseparable part of;

"Services" means the services provided by novuter under the Agreement, including Services and Support Services. The Services include the functions of collecting and displaying the news and information from different sources, the information itself is not part of the Services. All rights of the news and information remains the property of the respective owners;

"SLA" means novuter Service Level Agreement which is located on the Website or as an appendix of the Order Form;

"Subprocessor" means novuter Affiliates and third parties; i) providing the back-end services for novuter and/or ii) selected by the Customer to provide the hosting services for the data Customer inputs to the Services (e.g. Google, Microsoft, AWS). The Subprocessors and their services are listed on the Website.

"Support Services" means the Support Services provided by novuter to the Customer;

"Support Services Description" which is located on the Website or as an appendix of the Order Form; and

"Website" means novuter's website available at novuter.com through which the Customer may use the Services.