

Terms & Conditions of glomex' Media Exchange Service for Content Owners

1. Scope

- 1.1 These terms and conditions ("**Terms and Conditions**") govern the contractual relationship in connection with glomex' Media Exchange Service ("**MES**") between glomex GmbH, Dieselstrasse 1, 85774 Unterföhring ("**glomex**") and content owner ("**Content Owner**") (together named as the "**Parties**").
- 1.2 These Terms and Conditions are the only terms and conditions that apply to the agreement between glomex and the Content Owner regarding the licensing of Programs hereunder ("**Agreement**"). Terms and conditions of the Content Owner that conflict with or deviate from these Terms and Conditions shall not apply.
- 1.3 glomex operates a business-to-business platform currently named www.glomex.com ("**B2B Platform**"). The content available on the B2B Platform is operated via the MES. glomex licenses (i) audio-visual titles in the respective language version ("**Titles**") as well as (ii) playlists either curated by Content Owner or non-curated and containing Titles ("**Playlists**"); both Playlists and Titles jointly referred to as "**Programs**" and/or (iii) by way of linear broadcasting e.g. via livestream ("**Broadcast**") from Content Owner in order to make such Programs available to users on its B2B Platform for (among others) information and entertainment purposes.
- 1.4 In order to reach as many users as possible, glomex furthermore offers to third parties that have been technically integrated via the MES ("**Publishers**"), the possibility to embed the Programs into their digital offers and/or on social media platforms ("**Digital Offers**"). The upload of the Programs by Content Owners as well as the integration on the B2B Platform and Publisher websites is currently technically realized by glomex via its MES.
- 1.5 The registration to the MES is reserved to entrepreneurs within the meaning of § 14 of the German Civil Code (Bürgerliches Gesetzbuch, "**BGB**"). By agreeing to these Terms and Conditions, the Content Owner

confirms (i) to be either a legal entity or an individual who is at least 18 years old when registering on the MES, and (ii) to be an entrepreneur or to act in the name of and on behalf of an entrepreneur provided such entity has duly authorized it to conclude this Agreement.

2. Conclusion of the Agreement; Amendments

- 2.1. This Agreement may be concluded in two alternative ways: (i) In case the Content Owner requests to apply for contributing Program to the B2B Platform in a sales talk with glomex (e.g. by telephone), a glomex sales manager may insert Content Owner's registration details into the MES system. The Content Owner will then receive an email with the request to verify its email address and other data. After the email verification, the Content Owner may receive confirmation from glomex that the Content Owner's registration has been received. This email will contain a link to the current Terms and Conditions. The Agreement will only be concluded upon express acceptance of the Terms and Conditions by the Content Owner in writing (e-mail sufficient). (ii) In case the Content Owner choses to apply for the use of the B2B Platform via the MES directly, it may register its website on the MES on its own. After Content Owner's registration on the MES and upon the express acceptance of the Terms and Conditions, the Content Owner will receive the request to verify its email address. By sending the email verification, the Content Owner makes an unconditional offer to glomex to enter into this Agreement. After the email verification, the Content Owner may receive confirmation from glomex that the Content Owner's registration has been received and will be reviewed by glomex.
- 2.2. For both alternatives, this Agreement will only be concluded upon express acceptance by glomex of the Content Owner's application (offer) in writing (e-mail sufficient). For the avoidance of doubt for both alternative

ways, glomex shall not be obligated to enter into an agreement with the Content Owner.

- 2.3. glomex reserves the right to amend these Terms and Conditions at any time, for example, in order to extend the range of its services or to react to changes of law. The Content Owner will be informed of any amendment to these Terms and Conditions in writing. If the Content Owner does not object to an amendment in text form (§ 126 b BGB) within a period of four (4) weeks after receiving the information, the respective amendments shall be deemed accepted. glomex will inform the Content Owner of the consequences in the event that the Content Owner does not accept or object to the amended Terms and Conditions within the period stipulated in the notification of the respective amendments. In the event that the Content Owner objects to the amendments, (i) the version of the Terms and Conditions in effect up to that time will remain in force and effect, and (ii) glomex shall have the right to terminate the Agreement in accordance with section 4.2.

3. Grant of Rights

- 3.1. Content Owner hereby grants glomex the following non-exclusive, transferable and sub-licensable rights for the License Period (as defined in section 4.3 below) and for the License Territory (as defined in paragraph 5 below) in and to the Programs:
- 3.1.1. Free Video-On-Demand ("**FVOD**") including Advertiser-supported Video-On-Demand ("**AVOD**") rights, i.e. the right to make the Programs available to users in whole or in part, in such a way that members of the public may access them from a place and at a time individually chosen by them via digital or other data transfer technology including all bandwidths and resolution standards (e.g. low-, standard-, high-definition etc.), irrespective of the method of compression and/or data rate, encrypted or unencrypted, with or without commercial support by display of advertising, with or without (intermediate) data storage, in a way that those users may select the Programs without payment of a fee for delivery via wire, satellite, cable (e.g. data lines, telephone lines, coaxial, fibre optic networks and/or dual or multiple wire systems such as DSL, VDSL etc.) and terrestrial transmitters or
- other transfer methods (including all frequency ranges and all transmission standards, e.g. UHF, VHF, GPRS, UMTS, LTE, 3G, 4G, 5G HSDPA, WIMAX, WLAN etc.) via telecommunication-, TCP/IP-based and/or other systems, using e.g. a television set, computer or other mobile or non-mobile (reception) equipment.
- 3.1.2. Subscription Video-On-Demand ("**SVOD**"), i.e. the right to make the Programs available to users in whole or in part, in such a way that members of the public may access them from a place and at a time individually chosen by them via digital or other data transfer technology including all bandwidths and resolution standards (e.g. low-, standard-, high-definition etc.), irrespective of the method of compression and/or data rate, encrypted or unencrypted, in return for payment of a regular subscription fee or equivalent valuable consideration, to select and view via streaming and/or progressive download, once or repeatedly, one or more Programs which are made available together with other productions and/or Programs as part of one or several subscription packages, with or without (intermediate) data storage, in a way that those users may select the Programs via wire, satellite, cable (e.g. data lines, telephone lines, coaxial, fibre optic networks and/or dual or multiple wire systems such as DSL, VDSL etc.) and terrestrial transmitters or other transfer methods (including all frequency ranges and all transmission standards, e.g. UHF, VHF, GPRS, UMTS, LTE, 3G, 4G, 5G HSDPA, WIMAX, WLAN etc.) via telecommunication-, TCP/IP-based and/or other systems, using e.g. a television set, computer or other mobile or non-mobile (reception) equipment.
- 3.1.3. The Transmission Right, i.e. the right to make the content available to the public in whole and/or in part by way of broadcasts, such as online broadcasts and/or similar technical means (e.g. electronic waves, optical signals etc.), by analogue, digital and/or other transmission technology and including all bandwidths, resolution standards (e.g. low-, standard-, high definition, ultra-high definition etc.), irrespective of the method of compression and/or data rate and/or user device in 2D and/or 3D via broadcasts-, telecommunications- and/or other services, encrypted or unencrypted. This applies for a transmission as online livestream and for all

technical means, including without limitation terrestrial transmitters (including all frequency ranges and all transmission standards, e.g. UHF, VHF, DVB-T, DVB-H, DMB, GPRS, UMTS, LTE, 3G, 4G, 5G, HSDPA, WLAN etc.) as well as cable installations (e.g. data lines, telephone lines, coaxial-, fibre optic networks and/or dual or multiple wire systems such as DSL, VDSL, including the cable retransmission etc.). The broadcasting right includes especially the right to transmit the content in particular via TCP/IP-based transmission systems or -services to a restricted or unrestricted group of recipients per livestreaming via closed network structures (e.g. IP-TV) and/or the open internet. The broadcasting right is granted irrespective of the means of funding of the broadcasting service (commercial or non-commercial) and/or the legal relationship between broadcaster and recipient (e.g. with or without payment of a fee for the reception of a station, a program package or a single broadcast etc.). As such, it includes in particular the broadcasting and service forms of Free TV, Pay TV (including Basic Pay TV and Premium Pay TV), Pay per View TV, Pay per Channel, Near Video on Demand etc. Included is the right to communicate the Production to the public.

3.1.4. Advertising Rights, i.e., the right to advertise and promote the Programs and their exploitation in ways customary in the trade through worldwide communication networks expressly including the internet, and to advertise and promote screenshots of the Programs in printed matters etc. starting with the upload on a Program per Program basis on the MES. This includes the right to use the Programs, also in combination with other works, in whole and/or part and/or extracts of their video and/or audio components in ways customary in the trade through all media for the purpose of advertising and promoting the Programs, their exploitation, glomex and/or the MES, as well as its goods and services. This also includes the right to create, reproduce and publish synopses and other short form printed matters related to the Programs in ways customary in the trade. Included is the right to use the likenesses, video and/or sound components and other elements of the production.

3.1.5. Adaptation Rights, i.e., the right, while safeguarding the authors' moral rights, to segment, rearrange, and to change the Programs and/or their video and/or audio components and/or the Materials, combine the same with other works to create trailers, show and hide subtitles, or insert advertising by adding pre- midroll-, or post- advertising clips or overlays etc., for example, change the title or description of the Program to dub, re-synchronize or postsynchronize the Program as well as to produce subtitled or voice-over versions and/or to adapt the Programs in any other way, especially to comply with the requirements of video on demand services, and to exploit the adaptation in accordance with this Agreement. This includes specifically, but without limitation, the right to include a Title in Playlists, in combination with other Titles and/or other content by other Content Owners, and to exploit the Program as part of such Playlists in accordance with this Agreement and the rights granted herein. Furthermore, this also includes the right (but not the obligation) to use the logos and/or trademarks of Content Owner on Publisher websites to advertise, market and/or promote the Programs.

3.1.6. Reproduction Rights, i.e., the right to store, archive, reproduce, distribute and/or include the Programs in databases and on carriers other than the original medium (e.g. video and audio carriers, data carriers and also in an intangible way, in analogue or digital form) and to further exploit the reproductions subject to the rights granted under this Agreement.

3.2. glomex shall be entitled, but not obliged, to exploit the rights granted under this Agreement, and glomex reserves the right to exclude individual Programs from exploitation and to block or delete them on the B2B platform, the MES and/or Publisher's Digital Offers at glomex' sole discretion.

4. Term of Agreement, License Period and Termination

4.1. The term of this Agreement shall begin upon closing of the Agreement. Unless agreed otherwise in a specific case, this Agreement shall have an indefinite term unless terminated in accordance with this Agreement ("**Term**").

4.2. Either Party may terminate this Agreement for convenience at any time upon four (4) weeks prior written notice to the end of the month. Either Party's right to terminate this Agreement for good cause shall remain unaffected. Each termination has to be in writing; text form shall be sufficient.

4.3. The license period ("**License Period**") for each Program shall commence with the later of (i) upload of the respective Program onto the MES by Content Owner, or (ii) with the start date as indicated in the meta data upon the upload, and shall in relation to all Programs, expire with the earlier of (i) the end of the Term of this Agreement, (ii) an earlier license end date set forth by Content Owner in the meta data of a respective Program upon upload, or subsequently changed in the meta data.

4.4. In the event of a termination of this Agreement for any reason, the following shall apply: Any outstanding Revenue Share shall be finally settled in accordance with paragraph 9. Upon the end of the Term of this Agreement, the Programs will be taken offline automatically. glomex will block and delete the Content Owner account after the Term of this Agreement has expired according to applicable law and regulations. Content Owner will not be able to access its account or any of its data after termination.; however, glomex will store data especially relevant for accounting purposes in accordance with applicable laws and regulations.

5. License Territory

The License Territory shall be worldwide provided, however, that the License Territory can be expressly limited according to the information delivered in the meta data by Content Owner upon the upload of the Content or amended subsequently with effect for the future only ("**License Territory**").

6. Use of the MES

6.1. Content Owner delivers its Programs manually or automatically via the existing glomex delivery processes as stated in the MES. The set-up of glomex' standard technical interface ("**Interface**") for automatic uploads will be free of charge for the Content Owner. The Interface is specified in the most recent version of the technical specification as linked under

<http://support-docs.glomex.com/>. Each party shall bear its potentially arising costs for the upload of Program to the MES.

6.2. Content Owner agrees to treat the access data and passwords required to access the MES confidentially and will inform glomex immediately in written form of any unauthorized access to and/or use or loss of its login credentials.

6.3. Content Owner shall be fully responsible for all acts carried out by any third party using its access data and/or passwords. whether authorized or not.

6.4. Content Owner will refrain from any acts or measures that could impair or jeopardize the functionality, operation or security of the MES or the content, data or information processed and stored on the MES or the glomex platform.

6.5. If Content Owner breaches any of the above duties and/or obligations, glomex shall be entitled to suspend or delete Content Owner's account after reasonable consideration of the Content Owner's legitimate interests. In such case, glomex will suspend Content Owner's access authorization and use commercial efforts to notify Content Owner.

7. Materials

7.1. Content Owner shall provide all materials of each Program and information required for the contractual exploitation by uploading the Programs onto the MES free of charge to the extent set out, and in compliance with the most recent version of the technical specification as linked under <http://support-docs.glomex.com/> ("**Materials**").

7.2. Content Owner shall be obliged to provide glomex with all information with respect to any music content contained in the Programs by delivering respective meta data (complete music cue sheets indicating the titles of the musical compositions and sound recordings, the names of composers and recording artists, the length of each musical composition, name and address of the Publisher and company which controls the sound recording rights (label) contained in each Program, as well as a description of the way the music is used (e.g. titled music, background music, featured music, etc.) as well as any other information relating to music usage ("**Music Information**") no later than by the start of the License Period.

- 7.3. The Content Owner shall be obliged to always keep the respective Music Information up to date.

8. Product Placement

Content Owner acknowledges that glomex and/or media service providers (here also referred to as Publishers) are obliged to inform viewers about Product Placements included in Programs if the Program was produced on or after 19 December 2009, due to the German Media Treaty (Medienstaatsvertrag, "**MStV**"). Product Placement means any form of audio-visual commercial communication, consisting of the visible inclusion of, or of a reference to, a product, service, or the trademark thereof, so that it is featured within a Program, in return for payment or for other similar consideration for trade promotion purposes. The free-of-charge provision of goods or services, such as Program props, is considered Product Placement if the goods or services of an involved partner are of significant value. Currently, the value is "significant" if it is (i) 1 per cent of the Program's costs and more than EUR 100 at the same time, but (ii) by all means, if it is at least EUR 10,000 (ten thousand Euros). For Programs produced on or after 19 December 2009, Content Owner shall thus notify glomex about actually included Product Placements by providing complete and accurate meta data during the upload of the Program to the MES which are also transferable to third parties. Content Owner shall provide glomex with a comprehensive list of all actually implemented Product Placements on request including the respective value, even if the value is below the significant value as specified above. Absence of such a notification shall constitute a statement that the respective Program does not contain any Product Placements. Content Owner also warrants and represents, for all Programs, that (i) no Product Placement is included in Content Owner's Programs, which are news or current affairs program, consumer affairs program, religious program or children's program (§§74, 8 VII 2 MStV), (ii) Product Placements included in Programs comply with §§ 74, 8 VII 3 no.1-3 MStV and (iii) the Programs do not include any advertising other than Product Placement as and to the extent

notified to glomex in accordance with the above provisions.

9. Payment of Revenues, Remuneration of Content Owner

- 9.1. Content Owner is entitled to receive a revenue share ("**Revenue Share**") from the Total Net Revenues.
- 9.2. The "**Total Net Revenues**" shall be the relevant revenues recognized under generally accepted accounting standards actually received by glomex from the sale of advertisement in the Programs embedded in Publisher's Digital Offers, net of
- taxes collected or payable by glomex;
 - refunds, chargebacks, or declined payments (incl. bad debts);
 - (bundling-) rebates and discounts, allowances, marketing and agency fees;
 - commissions and fees retained by or payable to Sales Houses; and
- 9.3. a lump sum of 7.5% of the Total Net Revenues covering (i) delivery and storage of the Programs and (ii) royalties and costs for the clearance of music performance rights paid or payable by glomex
- 9.4. The percentage of such Revenue Share is based on the amount of video views generated per month via the B2B Platform and/or Digital Offers with regard to any and all of Content Owner's Programs in accordance with the following table ("**Video View Share**"):

Video views per month	Share in %
0 – 1,000,000	20
1,000,001 – 7,000,000	25
7,000,001 and more	30

A video view shall have occurred as soon as a Program embedded in a Digital Offer.

The number of video views for calculating the Revenue Share shall be determined at the end of each calendar month.

The Revenue Share is then calculated as follows:

$$\frac{\text{Total Net Revenues} \times \text{Video View Share}}{\text{overall monthly video views}}$$

- Content Owner may deliver Titles in Playlists which are edited and regularly updated by the Content Owner. It shall be agreed between the parties that no additional Revenue Share shall be paid for any editing to the Content Owner.
- 9.5. The exploitation of the Transmission Right, where applicable, is remunerated separately and will be negotiated between the Parties in good faith.
 - 9.6. Content Owner shall only be entitled to its full remuneration if and to the extent that glomex has fully received remuneration from the respective advertising customer and/or Sales House. Payment is deemed to have been received at such time as glomex is able to freely dispose of the amount paid (credit).
 - 9.7. In the event glomex receives any revenues in the relevant accounting period from VOD exploitation of the Programs and the related marketing of the rights licensed in this Agreement, glomex will provide Content Owner with an accounting statement within sixty (60) days after the end of each month (unless provided otherwise).
 - 9.8. Any amounts owed by Content Owner shall be due ninety (90) days after the end of each invoiceable month and all payments shall be authorized by self-billing documents. The Content Owner agrees that glomex will account for the Revenue Share by way of self-billing procedure. At glomex' discretion, all self-billing documents may be provided only in electronic form.
 - 9.9. Content Owner will provide glomex all necessary information to be included in the self-billing documents in accordance with §§14, 14a of the German Value Added Tax Act (Umsatzsteuergesetz, "UStG") and any other applicable laws, including Content Owner's name, business address, tax number or VAT identification number, bank details and the information whether Content Owner applies the exemption for small businesses, all of the above no later than ten (10) days after receipt of notification of the acceptance by glomex of Content Owner's offer in accordance with section 2.2. Content Owner is obliged to inform glomex on any changes regarding any information relevant for issuing self-billing documents immediately once Content Owner becomes aware of such changes.
 - 9.10. Content Owner is obliged to immediately check the validity of the self-billing document upon receipt and inform glomex in writing within four (4) weeks about any objections. If Content Owner objects to a self-billing document, Content Owner must immediately issue an invoice in accordance with applicable laws. Further, Content Owner must reimburse glomex for any taxes, interest payments and other costs incurred by glomex. glomex will verify Content Owner's invoice in accordance with the advertising revenues from the advertising customer and/or the Sales House, and if the amount invoices by Content Owner is correct, then glomex will recalculate the full amount of the Revenue Share in accordance with this paragraph and then pay out the relevant amount.
 - 9.11. It shall be agreed between the parties that the Revenue Share shall only be payable if it exceeds the amount of EUR 5, - (net) in a calendar month. In the event that such amount is not reached, Publisher waives its claim for a Revenue Share up to that amount and for such amount and glomex shall not be obliged to pay such Revenue Share or issue a respective self-billing document.
- ## 10. Conditions of Payment and Taxes
- 10.1. All prices quoted are net prices expressed in Euros and excluding value-added tax in accordance with German VAT laws at the rate in effect as of the time of provision of the contractual services. To the extent that the services rendered hereunder are subject to VAT or a similar tax in another jurisdiction than Germany, glomex shall pay such additional amounts only if and to the extent that glomex actually receives an input tax refund or credit. If glomex receives payment in a currency other than EUR, glomex will convert to EUR at the rate used by its bank at the time glomex orders the payment of the Revenue Share to the Content Owner.
 - 10.2. If and to the extent of the value added tax or similar tax is due on the services under this Agreement, the Content Owner will (i) declare and pay such Value Added Tax or similar tax on its own and (ii) if and to the extent the Content Owner does not comply with its obligation under (i) or glomex will be held liable for such tax, Content Owner will indemnify and

hold glomex harmless from and against any Value Added Tax or similar tax (including for the avoidance of doubt any fines, penalties, interests or other additions thereto). "Value Added Tax" means the tax within the meaning of Council Directive 2006/112/EC (as amended from time to time) and any similar tax imposed either locally or nationally on the sale of goods and/or the provision of services irrespective of its description.

- 10.3. Content Owner acknowledges that the remittance of any compensation resulting from this Agreement is subject to taxation in compliance with the statutory regulations of the Federal Republic of Germany. glomex may therefore be obliged to withhold taxes as provided by law from any compensation payable to Content Owner (including, in particular, the Revenue Share) and, for the avoidance of doubt, entitled to deduct the amount of such taxes from the payments to the Content Owner, and to pay the said taxes to the competent tax authorities. The amount of the said withholding tax is to be determined by the pertinent fiscal laws.

11. Commercialisation/Range of coverage

- 11.1. glomex shall be entitled to market the Programs especially (without limitation) by including advertisements before, in and/or after each of the Programs. The right granted for the marketing of the Programs by glomex, and its Publishers extends to all measures required for marketing, i.e., the acquisition and support of clients, the acceptance, approval and invoicing of orders, the takeover of all marketing measures required for substantial advertising marketing as well as the implementation of suitable sales promotions. glomex may market the Programs in its sole discretion and is not committed to any advertising success. glomex is entitled to mandate Sales Houses with the marketing of the Programs. Glomex will respect any and all marketing restrictions provided by the Content Owner in the meta data. It shall be agreed between the parties that Content Owner shall not be allowed to itself conduct marketing activities via the MES during the provision of the Programs on the MES.
- 11.2. In addition to the rights stated pursuant to paragraph 19. of these Terms and Conditions

glomex shall be allowed to mark the glomex video player ("**Embed Player**") with a logo or another "branding" provided by Content Owner. Content Owner shall itself be responsible for the branding of each Program (by installation of emblems, watermarks, or overlays at the beginning or at the end of the Program etc.).

- 11.3. Content Owner is only entitled to receive the Revenue Share as agreed herein, and glomex shall exclusively retain any other proceeds from the integration of advertisements on the services and platforms (e.g. the top banner, skyscrapers, leaderboards, etc.), and Content Owner shall not be entitled to any share in any such proceeds.
- 11.4. In particular (without limitation) for purposes of market research data, audience measuring and similar data, the coverage of the Embed Player and the number of clicks of each Program (i.e., video views, residence time of users, marketable coverage etc.) will be attributed to glomex or/and its Publishers.

12. Sublicensing / Assignment

glomex shall be entitled to grant, assign, sublicense and/or transfer the rights acquired under this Agreement, in whole or in part, as well as the Agreement itself, to companies which are affiliated with the Licensee in accordance with §§ 15ff. German Stock Corporation Act (Aktengesetz, "**AktG**") as well as third parties, including, but not limited to, Publisher, service provider, subcontractors, agents etc. Content Owner shall not be entitled to assign any of its rights under this Agreement, nor the Agreement itself, to any third party without glomex' prior written consent.

13. Warranties/Infringements of Rights

- 13.1. glomex does not warrant that access to the MES or the Programs will not be interrupted and/or of a certain quality. glomex does not warrant that the B2B Platform and/or Digital Offers will be provided without interruption and/or errors or that the Programs will be available for a certain period.
- 13.2. Content Owner represents and warrants that it has acquired any and all rights from authors, owners of neighboring rights and other intellectual property rights necessary for the

exploitation of the Programs by glomex within the scope of this Agreement, and that glomex has not disposed of, pledged or otherwise encumbered such rights or is in any way contractually or legally limited to dispose over the rights as is agreed in this Agreement. Excluded are the music performance rights controlled by GEMA, AKM or similar musical copyright collecting societies.

Upon glomex' request, Content Owner shall provide full documentation, evidencing that Content Owner is the legitimate right holder of the rights granted hereunder to glomex.

Any and all rights to be compensated to local copyright collecting societies in respect of music performance and reproduction rights (excluding any film/music synchronisation rights which shall be subject to the Content Owner's warranty) in relation with glomex' exploitation hereunder shall be paid by glomex, however, provided that, Content Owner has provided glomex with the respective Music Information.

- 13.3. Content Owner represents and warrants that the materials to be provided pursuant to Section 7.1. shall be of such quality that they may be utilised for all modes of exploitation pursuant to this Agreement, and that they meet the most recent version of the technical specification as linked under <http://support-docs.glomex.com/> and that they do not contain any malware (i.e. viruses, Trojans or similar). Content Owner represents and warrants, and undertakes, that all information apart from the requirements stated pursuant to Section 7.1 and 7.2 will be delivered at all times by promptly uploading complete and accurate meta data as required parallel to the initial upload of the respective Programs onto the MES. Content Owner represents and warrants that the meta data to be provided together with the materials pursuant to section 7.2 will be permanently updated.
- 13.4. Content Owner represents and warrants that, regarding the rights granted to glomex hereunder, there are neither agreements nor unilateral claims or demands, that might affect glomex' right to the exploitation of said rights.
- 13.5. Content Owner represents and warrants that its chain of title does not include any resolatory condition(s) regarding the rights granted hereunder that could result in Content Owner,

or glomex or glomex' licensees, losing their rights in and to the Program(s).

- 13.6. Content Owner represents and warrants that the Programs are suitable for an exploitation during daytime and that the Programs are not classified, and shall not be classified, as inappropriate for minors under the age of 16 years in correspondence with the regulations of the Interstate Treaty on the Protection of Minors (Jugendmedienschutzstaatsvertrag, "JMStV") and/or similar regulations in other jurisdictions where the content is exploited. If any Program is not suitable for an exploitation during daytime, or is, or will be classified as inappropriate for minors under the age of 16 years, glomex may terminate this Agreement with regard to the corresponding Program or, in case of further breaches, terminate this Agreement.
- 13.7. In the event that the rights transferred under this Agreement are impaired by third parties, Content Owner agrees to take every necessary measure to enforce its rights against such third parties and to notify glomex thereof as soon as such impairment is brought to the Content Owner's attention. glomex shall also be entitled to itself take appropriate action to oppose such impairments. Content Owner shall be obliged to fully and unrestrictedly support glomex in the defense of glomex' rights. Content Owner shall reimburse glomex as well as any third party who was exploiting the rights granted hereunder or Programs for any damages, expenses, and costs (including attorneys' fees) incurred in connection with the defense of the transferred rights.
- 13.8. If during the License Period an initial defect appears, or a subsequent defect occurs, or a Program in glomex' reasonable opinion is not exploitable in whole or in part or there is a lack of completeness or accuracy of the uploaded meta data, the Music Information or glomex reasonably believes that a Program is in any respect in breach of these Terms and Conditions, then glomex may, notwithstanding all and any other rights or claims that glomex might have, delete the corresponding Program on the MES or, in case of recurrence, block the account of the Content Owner temporarily or deactivate the account permanently or, respectively, delete the whole account and terminate this Agreement for good cause.

13.9. Content Owner shall at all times indemnify and hold harmless glomex and all Publishers from and against any and all actions, proceedings, claims, liabilities including taxes and costs, damages, costs, expenses, fees (including court and reasonable attorneys' fees) and losses arising out of a breach or alleged breach of the Content Owner's warranties, representations, obligations or undertakings under this Agreement or arising out of the fact that glomex' exploitation of the rights granted is, or will become, in any way impaired, unreasonable or impossible.

13.10. Content Owner represents and warrants that all copyright and ancillary copyright owners involved in the creation of the Program, at any level whatsoever, have adequately participated in the receipts and benefits deriving from the exploitation of the Program as defined in §§ 32f. of the German Copyright Code (Urheberrechtsgesetz, "**UrhG**"). Should copyright and ancillary copyright owners raise any claims against glomex or its licensees, contracting partners or successors in title, Content Owner shall hold glomex harmless on first request. The parties agree that this indemnity is an equitable allocation of risk and has been taken into consideration within the calculation of glomex' Revenue Share payable hereunder.

13.11. Content Owner represents and warrants that the meta data delivered with any Program as well as the Music Information is complete and accurate as provided hereunder.

14. Additional Obligations of Content Owner

14.1. Content Owner shall inform glomex without delay if a third party asserts any rights and claims in respect of any Programs, in particular but not limited to any alleged or actual breaches of copyright or violations of rights of personality. In such a case, the Content Owner ensures that the respective Program is not available anymore (new upload, deletion, adjustment of metadata etc.) without undue delay. Content Owner shall be liable for any damages resulting therefrom for glomex.

14.2. Content Owner shall treat the MES and any other property of glomex with utmost care and shall not undertake or omit any activities that may cause harm or damages to MES, glomex, any of its assets or property, or any of its

customers, licensees, Publishers, users or other Content Owners.

15. Liability of glomex

15.1. glomex shall be fully liable under or in connection with this Agreement in case of intent and gross negligence.

15.2. In case of slight or ordinary negligence, glomex shall only be liable in case of a violation of significant contractual obligations or the violation of a guarantee. Significant contractual obligations, so-called material contractual obligations within the meaning of case law, are obligations that enable the proper fulfilment of the contract and those upon the fulfilment of which the Content Owner can rely. The liability to pay damages in case of infringement of significant contractual obligations caused by slight or ordinary negligence shall be limited as follows: (i.) glomex' liability shall be limited to foreseeable damage in each case, (ii.) glomex shall not be liable for lost profits or indirect or consequential damage, (iii.) glomex' total liability shall be limited to the amount of Revenue Share payable under this Agreement to the Content Owner, which was actually paid out to it during the 12 months preceding the damage event. During the first 12 months of the term of this Agreement, glomex' total liability hereunder shall be limited to EUR 1,500, -.

15.3. glomex shall not be liable for (i) any loss of data, (ii) interrupted transmission of data, and/or (iii) related problems due to technical difficulties beyond its control (e.g. disruptions of the transmission lines of telecommunication providers or of the internet).

15.4. The above limitations of liability do not apply to a liability for injuries of life, body, and health or in the event of the acceptance of a guarantee by glomex. Any potential liability of glomex according to the German Product Liability Act and pursuant to § 44a Telecommunications Act (Telekommunikationsgesetz, "**TKG**") shall not be affected.

15.5. The above limitations or exclusions of liability also apply to any liability of employees, workers, staff members, representatives, and vicarious agents of glomex, in particular for the benefit of shareholders, staff members, representatives, organs in terms of their personal liability.

15.6. The above regulations do not constitute a modification of the burden of proof to the detriment of the Content Owner.

16. Confidentiality

The parties shall keep all Confidential Information secret and confidential during the Term of this Agreement and thereafter. "Confidential Information" shall mean all Terms and Conditions of this Agreement and information related to the disclosing party (i) which emerges during and prior to the cooperation in accordance with this Agreement, (ii) and which is not in or does not enter the public domain and/or was not already in the receiving party's knowledge. Third parties to whom such Confidential Information may be disclosed are (i) employees of affiliated companies of glomex, (ii) companies in which glomex and/or ProSiebenSat.1 Media SE and/or any of their employees has a direct or indirect interest, (iii) certified public accountants, lawyers and/or other professional advisors, (iv) prospective buyers or investors, provided that (i) these persons have been obliged by the disclosing party to keep all information secret and confidential and (ii) the party who discloses information under this paragraph remains responsible for the acts and omissions of any such person as though they were the acts and omissions of the disclosing party itself. Confidential Information can be disclosed without limitation (i) to the extent necessary to comply with applicable laws, the rules of any stock exchange on which the shares of that party or its parent company may be listed, or a valid order of a court of competent jurisdiction or an arbitration tribunal or another competent authority, (ii) in order to exercise or to enforce any of its rights pursuant to this Agreement and/or (iii) if it is information relevant to the Content Owner's accounting obligations to its licensors. Disclosure of this Agreement or any press release in relation thereto is subject to the prior written approval of glomex (e-mail shall suffice).

Any confidentiality agreement separately concluded between the Parties shall continue to apply. The confidentiality obligation contained in this paragraph shall survive the termination of this Agreement.

17. Data Protection

- 17.1. Each party agrees to comply with applicable data protection legislation.
- 17.2. If, and to the extent that, glomex (i) collects, processes, or uses personal data on behalf of the Content Owner, or (ii) has access to personal data of the Content Owner – for example, via remote access to systems of the Content Owner –, the parties will enter into an agreement governing the collection, processing and use of personal data pursuant to any applicable data protection laws and regulations (in particular § 11 of the Federal Data Protection Act (Bundesdatenschutzgesetz, "BDSG"), and/or article 28 of the EU General Data Protection Regulation (Datenschutzgrundverordnung, "DSGVO")). The draft of any such data processing agreement will be provided by glomex.

18. Compliance

- 18.1 Neither the Content Owner nor its employees and/or agents may commit any acts that could result in it or them being liable to prosecution for fraud or breach of a fiduciary duty, criminal insolvency, unfair competition offences, bribery, corruption, or similar offences.
- 18.2 In the event of any breach of this provision, glomex may sever all business contacts with the Content Owner, and immediately terminate or rescind all agreements that are in place. This will not release the Content Owner from its duty to comply with all laws and regulations pertaining to its relationship with glomex.

19. Reference and Client Communication

- 19.1 glomex may, but is not obliged to, use and display the Content Owner's company name and logo as a reference (in particular for marketing purposes on websites and in product presentations).
- 19.2 glomex will send account and product related information by e-mail to Content Owner, which contains e. g. Terms and Conditions updates and information about the takedown of a video. glomex provides further information in its privacy notice for the glomex MES, available at <https://www.glomex.com/en/privacy-policy/>
- 19.3 Content Owner can subscribe to a newsletter, which contains e. g. invitations to marketing

events and panels. glomex will only send newsletter by e-mail if Content Owner subscribes during the registration process or at its written request (e-mail sufficient). Content Owner may withdraw their consent at any time with effect for the future by unsubscribing from the newsletter by clicking on a corresponding unsubscribe link to be found in each newsletter or at its written request (e-mail sufficient). glomex provides further information in its privacy notice for the glomex MES, available at <https://www.glomex.com/en/privacy-policy/>

20. Bankruptcy, Composition and Ancillary Proceedings

- 20.1. Content Owner represents and warrants that with regard to the rights granted under this Agreement there are no extraordinary termination, withdrawal and/or other contractual rights which may cause said rights to expire or to be transferred to third parties in the event of a bankruptcy petition being filed or composition proceedings instituted with regard to the Content Owner's estate or if Content Owner becomes insolvent or is in default of its payments or other resolutive conditions for the own acquisitions of title come into effect.
- 20.2. In the event of a bankruptcy petition being filed, or bankruptcy proceedings being instituted, or a petition for instituting legal composition proceedings being filed, or composition proceedings being instituted with regard to Content Owner's estate, the rights transferred to glomex shall not be affected in any way, and the grant of rights hereunder shall not be rescinded, challenged or otherwise reversed.

21. Choice of Law, Interpretation and Jurisdiction

- 21.1. This Agreement shall be interpreted and construed in accordance with the laws of the Federal Republic of Germany with the exclusion of the U.N. Convention on Contracts for the International Sale of Goods and the rules of private international law.
- 21.2. The exclusive place of jurisdiction for all legal disputes arising from or in connection with this Agreement shall be Munich (Munich Local Court or Munich I Regional Court). Notwithstanding the foregoing, glomex

reserves the right to take legal action at other legally competent courts. Arbitration proceedings have not been agreed.

- 21.3. In case of any discrepancies between a German (if existing) and the present English version of the Terms and Conditions, the German version shall prevail.
- 21.4. Any legal terms in this Agreement shall be interpreted only as reference to its closest equivalent under German law and shall not be deemed reference to and/or inclusion of any jurisdiction, in whole or in part, other than German law.

22. Miscellaneous

- 22.1. Any communication by the Parties under or in connection with this Agreement shall be made in English or German.
- 22.2. The place of performance shall be Munich in Germany.
- 22.3. Content Owner shall inform glomex of any changes in Content Owner's corporate form, business address or similar without undue delay. If Content Owner fails to provide such information without undue delay, it shall be liable for any negative consequences and costs.
- 22.4. If individual provisions of this Agreement are ineffective, the effectiveness of the remaining provisions of this Agreement shall remain unaffected. Instead of the ineffective provision, a replacement provision shall apply which resembles the purpose intended by the ineffective provision most closely. The same shall apply to contractual gaps.
- 22.5. Except as provided in section 2.3 above, this Agreement may not be modified or waived, in whole or in part, except in writing. The same shall apply for a waiver of this requirement of the written form.