

GENERAL TERMS AND CONDITION (T&C)

of teamspring GmbH, Reichenberger Strasse 113a, 10999 Berlin (hereinafter „teamspring“) for the use of cloud and/or browser-based software solutions among others in order to manage artwork data and website creation.

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1. SUBJECT MATTER OF THE CONTRACT, SERVICE CONTENT AND SCOPE

1.1. These T&C shall apply to the products listed under ARTBUTLER LIGHT, „ARTBUTLER NEXT“ and „Websites“ (hereinafter „Online-Services“). on the website artbutler.com or artbutler.de at the time of the conclusion of the contract. The presentation/description of the Online Services on the website shall not constitute a binding offer for the conclusion of a contract. Only either a) the sending of an individual written offer to the customer (hereinafter „Offer“) or b) the activation of a (trial phase)- access shall constitute a binding offer subject to a charge, to conclude a contract on the use of the Online Services.

1.2. The content and scope as well as the framework conditions of the services owed shall result exclusively from the Offer in conjunction with these T&C.

1.3. Precondition for the use of the Online Services shall be the registration and set-up of a personal account on our website artbutler.com, my.artbutler.com or my.next.artbutler.com with a valid e-mail address, which shall be used for the communication of content necessary for the fulfillment of the contract. The customer shall expressly agree to the use of his e-mail address for this purpose.

1.4. teamspring shall be entitled, but not obligated, to carry out optimizations to the Online Services during the contract term. This shall also include functional changes and changes to design of the Online Services, as far as these do not concern the discontinuation of basic functions of the Online Services.

2. CONTRACT TERM, TRIAL PHASE, TERMINATION

2.1. The contract shall be terminable by either party at any time with 1 day' notice to the end of the contractual month.

2.2. The first contractual month shall be free of charge for the customer with a possibly limited scope of services (trial phase). The customer may terminate the trial phase prematurely at any time and enjoy the full scope of services. From that point on, but no later than after the first contractual month, the use of the Online Services is subject to a charge.

2.3. In order to register for teamspring Artbutler NEXT or LIGHT, the customer shall first enter his customer data, consisting of e-mail address, first and last name and optionally company, in a registration mask. The customer shall select a password, confirm that he/she has read and understood the terms and conditions that can be accessed in the registration mask and the legally required agreements on data protection and click on „Continue“.

teamspring shall then immediately confirm the registration and the conclusion of the user contract to the customer electronically.

For this purpose, teamspring shall notify the customer of the completion of his registration via (unencrypted) automatically generated e-mail. The customer shall receive a link or code stored in this e-mail for verification of the registered e-mail address in teamspring. This verification shall lead to the creation of a customer account in the teamspring system and to the initial activation of the customer's account. Furthermore, teamspring shall automatically create a data processing agreement with the current date, save this document in teamspring's customer data record and automatically send another e-mail with a PDF document of the data processing agreement thereby created to the customer's registered e-mail address.

The customer shall accept teamspring's offer to conclude a free contract for the "Trial", i.e. the trial phase of Artbutler NEXT or LIGHT, upon completion of the registration by confirming their e-mail address via clicking on the confirmation link. From this point in time a binding contract shall have been concluded. Up to this point the customer shall be entitled to change or cancel his order at any time.

A written confirmation of the offer has the same consequences as the confirmation of the e-mail address.

In the event that the customer does not provide payment data until the end of the test phase (by depositing it in their customer account), the free trial phase shall end automatically and an extension of the contract into a paid phase shall not take place. The user contract shall then end at the end of the trial phase.

Within the context of the user contract, a contract for Artbutler NEXT or LIGHT as a paid service shall be concluded as follows:

The customer shall book the fee-based package with the desired scope of functions in the application, shall provide payment data and shall finally confirm the payment. By doing so, the customer shall accept teamspring's offer to conclude a user contract, also referred to as a subscription, for the use of the Online Services. From this time on, a binding contract for the fee-based use of Artbutler NEXT or LIGHT shall be deemed to have been concluded.

The contract shall be concluded with a term of one (1) month and shall be terminable no earlier than upon expiration of the minimum term. After the minimum term, the contract shall be terminable properly by either party with a notice period of 1 day.

The customer shall be entitled to change his password at any time in the course of using teamspring. teamspring will not ask a user for his password by e-mail or on the phone.

2.4 The customer can recognize and correct any input errors in the respective input mask. Errors can no longer be corrected by the customer after he has clicked on "Order against payment". In addition, the customer shall also (still) be able to correct any errors in his personal data or company data later in his customer account at any time.

Registration shall only be permitted to natural persons („natürliche Personen“) with unrestricted legal capacity and legal entities („juristische Personen“). If the customer is registered by a representative, teamspring shall be entitled to demand proof of the power of representation. The details of the proof of representation shall be determined by teamspring, the representative shall be named (e.g. entry „CEO" into field „Position“).

teamspring shall reserve the right to revoke the customer's registration without notice at any time due to false information provided during registration, violation of the customer's obligations under the user contract or in case of misuse of teamspring and to block the customer's account.

2.5. The right to extraordinary termination without notice for good cause shall remain unaffected. teamspring shall be entitled to extraordinary termination in particular if the following good causes are given:

- a) Provision of illegal, immoral, youth-endangering, racist or image-damaging content in the Online Services,
- b) Misuse of the Online Services,
- c) Violation of the obligations under Section 3 (2) of these T&C,
- d) Default of payment of more than 30 days.

2.6. In the event that the customer is a consumer, the customer shall have a right of withdrawal in accordance with section 12 of these T&C.

2.7. teamspring shall reserve the right to terminate the contract without notice within the first 7 days from the conclusion of the contract without stating any reasons (special right of termination, „Sonderkündigungsrecht“).

2.8. teamspring shall store the documents created within the scope of the Online Services. teamspring shall take reasonable and economically acceptable measures to protect the data security of the documents and other data stored in the customer account. teamspring itself shall only perform data backups against data loss due to

technical errors. teamspring shall not offer to restore data that has been deleted by the customer through his own actions. The responsibility for this shall lie exclusively with the customer; in his customer account, the customer shall have the option to back up the raw data deposited by the customer in the Online Service in machine-readable form by way of download. At the end of the contract term, teamspring shall provide the customer with the raw data stored by the customer in the Online Service in machine-readable form for download for a period of 30 days from the end of the contract term and subsequently delete it on its own systems. teamspring shall not be responsible for processing the raw data. Furthermore, teamspring shall not be responsible for compliance with the customer's retention periods under tax and commercial law.

3. RIGHTS, RIGHT TO WITHHOLD PERFORMANCE

3.1. teamspring shall grant the customer the simple (i.e. non-exclusive) right to use the Online-Services that are the subject matter of the contract for the duration of the contract to the extent specified for the respective product.

3.2. The customer shall not sell, give away, lend, rent or in any other way enable third parties to use the Online Services. The use of the Online Services is permitted exclusively for the agreed purposes.

3.3. The customer shall guarantee that the data and contents posted by them in the Online Services do not violate the rights of third parties and/or statutory provisions; otherwise, the customer shall release teamspring from claims of third parties upon first request. Further claims of teamspring shall remain unaffected.

3.4. teamspring shall reserve the right to withhold performance without prior notice (i.e. in particular to block access to the Online Services) if

a) The customer violates fundamental contractual obligations, including the obligations and guarantees from paragraph (2) or paragraph (3) above,

b) An important cause for extraordinary termination exists.

4. PAYMENT

4.1. The prices listed in the Offer shall apply.

4.2. Invoicing by teamspring shall be exclusively digital (e.g. PDF invoice via e-mail). In the event that the customer requests an invoice in paper form, teamspring shall be entitled to charge a reasonable processing fee.

4.3. Regular payments shall be due in advance on a monthly basis on the first day of each contractual month. The first payment shall be due upon expiration of the granted trial period. Other payment intervals shall be agreeable with the customer.

One-time payments, e.g. for the activation of certain features, shall be due in advance, unless otherwise agreed.

4.4. The customer shall have the payment methods listed on the website at their disposal.

5. DATA PROTECTION

The protection of the customer's data is important to teamspring. That is why teamspring shall adhere to the data protection regulations according to GDPR (*DSGVO*), which are listed in the teamspring General Privacy Declaration artbutler.com/en/privacy-policy/.

6. LIABILITY FOR MATERIAL DEFECTS AND DEFECTS OF TITLE

6.1. The functionality of the Online Services shall be based on the information provided in the Offer. Technical data, specifications and performance information in publicly available sources (e.g. on the teamspring website) shall not be deemed to be contractual quality information (*Beschaffenheitsangaben*).

6.2. teamspring shall provide and maintain the Online Services in a condition suited for the contractual use. The obligation to maintenance shall not include the adaptation of the Online Services to changed conditions of use and technical and functional developments such as changes to the IT environment, in particular changes to the hardware or the operating system, adaptation to the functional scope of competing products or the establishment of compatibility with new data formats.

6.3. teamspring shall guarantee an availability of the Online Services of 99% on an annual average. The following times shall be exempt from this guarantee:

- 1) times when ARTBUTLER NEXT or LIGHT cannot be reached due to technical or other problems beyond teamspring's control; and
- 1) times of unavailability due to planned and announced maintenance work as well as maintenance work that becomes necessary at short notice (especially to fix security gaps). teamspring shall endeavor to arrange these maintenance works in such a way that they affect the use of ARTBUTLER NEXT or LIGHT as little as possible, e.g. at times when experience shows that usage is low.

In such cases teamspring shall take all possible and acceptable measures to restore the availability as soon as possible.

6.4. The customer's claims for material defects and/or defects of title shall become statute-barred within a period of 12 months.

6.5. Liability for events of force majeure shall be excluded.

6.6. Liability for damages through no fault of teamspring for defects that were already present at the time of conclusion of the contract shall be excluded.

7. LIABILITY IN OTHER RESPECTS

7.1. teamspring shall be liable for intent and gross negligence. In cases of slight negligence, teamspring shall only be liable in case of breach of an elemental contractual obligation (cardinal obligation, *Kardinalpflicht*), the fulfillment of which is a necessary requirement for the proper execution of the contract and on the compliance with which the customer may regularly expect, as well as in case of damages resulting from injury to life, body or health.

7.2. teamspring shall owe due diligence customary in the industry. When determining whether teamspring is at fault, it shall be taken into account that software cannot be technically created without errors.

7.3. In the event of slight negligence, liability shall be limited to the amount of the foreseeable damage, the occurrence of which must be typically expected.

7.4. teamspring shall not be liable for the loss of data if the damage is caused by the customer's failure to perform data backups and thus to ensure that lost data can be restored with reasonable effort (compare section 2.8). It shall hereby be clarified that the customer must carry out the data backup on his own systems or via the provided export options prior to placing the respective content in the Online Services; the performance of backups directly from the Online Services and/or on teamspring's systems as well as the restoration of the Online Services stocked with content and data by the customer shall not be owed by teamspring, unless teamspring has caused the data loss by gross negligence or with intent. In the latter case, teamspring shall guarantee a backup that is not older than two days.

7.5. The above provisions shall also apply in favor of teamspring's vicarious agents.

7.6. Liability according to mandatory statutory provisions (e.g. product liability law, *Produkthaftungsrecht*) shall remain unaffected.

8. CONFIDENTIALITY

The parties shall keep confidential all confidential data and processes, in particular business or trade secrets, which come to their knowledge in connection with the use of the product, and shall neither disclose nor exploit them in any other way. This shall apply vis-à-vis any unauthorized third parties and also beyond the term of this contract. In cases of doubt, the parties shall be obliged to request the consent of the other party before such disclosure.

9. SERVICE PROVIDER INFORMATION

teamspring GmbH

Reichenberger Straße 113a

10999 Berlin

Germany

Telephone number: +49 30 48623068

Email Address: contact@artbutler.com

10. STORAGE AND INSIGHT INTO THE CONTRACT TEXT

These T&C can be viewed at artbutler.com/en/agb/. The customer shall also be able to download the T&C in PDF format free of charge at this URL.

The customer shall be able to view the remaining contractual information and data in his customer account. Alternatively, he shall also be able to print out or save the automatic order confirmation, which he shall receive upon completion of an Order.

11. FINAL PROVISIONS

11.1. The contract language shall be German.

11.2. teamspring shall have the right to use subcontractors for the performance of this contract.

11.3. teamspring shall reserve the right to modify these T&C at any time without stating reasons. The customer shall be notified of the modifications by electronic notification via e-mail to the address provided during registration. If the customer does not object to the modifications within four weeks after receipt of the notification, the changed terms shall be deemed accepted. In case of an objection by the customer, teamspring shall be entitled to terminate the user agreement with a notice period of one (1) week.

Excluded from the right of modification under this clause shall be provisions which affect the main performance obligations of the contracting parties and which thus significantly change the relationship between main and counter performance obligations, as well as other fundamental changes to the contractual obligations which are equivalent to the conclusion of a new contract. For such modifications an explicit contractual agreement shall be required.

11.4. This contract shall be governed by the laws of the Federal Republic of Germany with the exception of the United Nations Convention on Contracts for the International Sale of Goods of 11.4. 1980.

11.5. The parties agree that Berlin shall be the exclusive place of jurisdiction for all disputes arising from and in connection with this contract, provided that the customer is a merchant („*Kaufmann*“) within the meaning of the German Commercial Code (*HGB*) or the customer does not have a registered office in the Federal Republic of Germany when the action is brought.

11.6. Insofar as this contract requires the written form, such requirement shall be fulfilled by the text form pursuant to § 126b of the German Civil Code (*BGB*) (e.g. e-mail, fax).

11.7. In the event of doubt, the provisions of the written Offer shall take precedence over the provisions of these T&C.

11.8. The EU Commission provides a platform for out-of-court dispute resolution. This shall offer consumer customers the opportunity to initially resolve disputes in connection with online orders out of court. The dispute resolution platform can be accessed by customers here: <https://ec.europa.eu/consumers/odr/>

11.9 teamspring shall not be obliged or willing to participate in a dispute resolution procedure before a consumer arbitration board.

12. WITHDRAWAL POLICY FOR CONSUMERS

Consumer customers shall have a right of withdrawal for fourteen days in accordance with the following provisions (for entrepreneurs the right of withdrawal shall be excluded):

Right of Withdrawal

You shall have the right to withdraw from this contract within fourteen days without giving any reason. The revocation period shall be fourteen days from the day of the conclusion of the contract. To exercise your right of withdrawal, you shall notify us (teamspring GmbH, Reichenberger Straße 113a, 10999 Berlin / Germany, Tel.: +49 30 48623068 E-Mail: contact@artbutler.com) by means of a clear declaration (e.g. a letter sent by post, by telephone or by e-mail) of your decision to revoke this contract. You shall be free to use the attached withdrawal form for this purpose, which shall, however, not be mandatory. You shall be free to electronically fill out and submit the withdrawal form or the online contact form on our website [URL zu ergänzen]. If you make use of this option, we shall send you confirmation of receipt of such revocation without delay (e.g. by e-mail).

Effects of Withdrawal

In the event that you withdraw from this contract, we shall reimburse you for all payments we have received from you without undue delay and at the latest within fourteen days from the day on which we received the notification of your withdrawal from this contract. For this repayment, we shall use the same means of payment that you used in the original transaction, unless expressly agreed otherwise with you; in no case shall you be charged any fees because of this repayment. If you have requested that the service should begin during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the point in time at which you notify us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

End of Withdrawal Policy

MODEL-WITHDRAWAL FORM

(If you want to withdraw from the contract, please fill out this form and send it back)

to: teamspring GmbH, Reichenberger Strasse 113a, 10999 Berlin, E-Mail: kontakt@artbutler.de

– I/We (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service(*)

– Ordered on (*)/Received on (*)

– Name of the customer(s)

– Address of the customer(s)

– Signature of the customer(s) (only in case of paper communication)

– Date

(*) Delete where not applicable.