General Terms of Business of loadbee GmbH (GTBs) for Manufacturers

loadbee

1. About loadbee

loadbee GmbH (referred to below as „loadbee") is a provider of standard software for the service-based distribution of product information (content syndication). For this purpose, loadbee has developed a software application (referred to below as the „loadbee platform") for managing and publishing product data. Manufacturers can create digital product profiles that contain product and brand information for their products. This product information can be displayed over the Internet and thus exchanged with retailers, online service providers and end customers (collectively referred to hereinafter as „users").

2. Scope, Contract Formation, Changes to the GTBs

(1) These general terms of business (referred to below as the „GTBs") regulate how a manufacturer is to use the loadbee platform.

(2) loadbee shall not recognize any of the manufacturer's conditions that contradict or differ from these GTBs unless loadbee has given explicit, written agreement to their validity.

(3) The Order Sheet for use of the loadbee platform, which is submitted to the manufacturer before the conclusion of the contract, does not constitute a legally binding offer; instead, it constitutes a non-binding quotation. By submitting its order, the manufacturer is providing a legally binding offer for the use of the loadbee platform. loadbee may accept this quote by submitting the order confirmation (= contract acceptance) within 10 business days.

(4) Insofar as the Order Sheet deviates from the provisions of these GTBs, the deviating provisions shall precede the provisions from these GTBs.

(5) If these GTBs are modified or supplemented, loadbee will inform the manufacturer, in writing, at least six weeks before the time at which these modifications or additions are to come into effect. If the manufacturer fails to notify loadbee of their objection to a modification within two weeks of receiving written notification of the modification, this modification will be considered part of the contract. Every time loadbee announces a modification, it will inform the manufacturer of the relevant deadline and the legal consequences of failing to exercise their option to object.

3. loadbee Platform

(1) The manufacturer can access the loadbee platform via the Internet with a protected account by means of an Application Service Provider (ASP), and can create and manage product profiles for its products. loadbee provides various standard layouts for this purpose. The router output port in the loadbee computing center is the point at which the loadbee platform is accessed and data is transferred. When these contractual services are provided, the loadbee software involved remains on the loadbee server. With regard to the data entered by the manufacturer, loadbee operates as a host provider as defined in § 10 of the German Telemedia Act.

(2) loadbee will publish the product profiles over the Internet that were supplied by the manufacturers for the contractually agreed purposes so that users can access these product profiles. Users are not permitted to make any content changes to the product profiles. Retailers that have integrated the product profiles into their online stores may, however, hide specific content of the product profiles as appropriate. If a particular manufacturer has selected retailers that have integrated the product profiles into their online stores, these retailers may also be provided with the data stored in the product profiles in an editable form, so that they can process and use it as required (Download Center). Any legal relationships regarding the exchange or publication of data, in particular any issues about the right to use this data, are exclusively to be settled between the manufacturer and user. loadbee does not take responsibility for ensuring that users use this data exclusively as intended, in accordance with the rights granted them by manufacturers.

(3) The payment that is to be submitted to loadbee by the manufacturer for the use of the loadbee platform is defined in the Order Sheet and is determined in accordance with the number of times the product profiles are loaded (= number of syndications), in addition to any one-time costs or added features incurring additional costs. The manufacturer may create product profiles on the loadbee platform for an unlimited number of products and keep them available in an unlimited number of languages. In addition, and provided that a sufficient number of syndications have been recorded, the product profiles are, as a rule, syndicated to all retailers connected to the loadbee platform. However, the manufacturer has the option to exclude individual retailers from syndication.

(4) The loadbee platform has the following core functions: creation/editing of product profiles, distribution of product profiles, the Download Center, reporting. loadbee is entitled to modify and upgrade these core functionalities. loadbee is also entitled to introduce additional functionalities, and to limit or change existing functionalities. If any changes to the loadbee platform are made, which result in a change to functionality, or which modify previous working processes for the manufacturer, loadbee undertakes to inform the manufacturer, in writing, at least six weeks in advance of the changes coming into effect. If the manufacturer fails to notify loadbee of their objection to a modification within two weeks of receiving written notification of the modification, this modification will be considered part of the contract. Every time loadbee announces a modification, it will inform the manufacturer of the relevant deadline and the legal consequences of failing to exercise their option to object.

(5) At the start of the contract, loadbee will provide the manufacturer with printable electronic documentation about the loadbee platform. If the loadbee platform is updated in accordance with Para. (4), the documentation will be modified accordingly and sent out to the manufacturer again in printable electronic form.

(6) Product profiles must all be marked with „powered by loadbee" or a similar credit to loadbee. If the manufacturer wishes to remove this credit, either temporarily or permanently, a supplementary agreement to this effect must be concluded between loadbee and the manufacturer for this chargeable service.

4. Syndications

The syndications entered In the Order Sheet by the manufacturer are listed by brand. The syndication packages are each valid per contract year, beginning with the start date of the contract. Any unused syndications are forfeited at the end of the contract year. A transfer of syndications to other brands is not possible. After depleting the syndications booked for a brand within the current contract year, the product profiles will no longer be syndicated for the remainder of the contract year for the brand in question. The manufacturer has the option to reorder syndication packages for the booked brands.

5. Support

(1) loadbee also provides the manufacturer with the following optional, chargeable support levels for using the loadbee platform account:

- Basic: Support via e-mail, languages: German, English; no guaranteed response or qualified answer time.

- Silver: Support via e-mail, languages: German, English; response time: 24 hours; no guaranteed qualified answer time; for up to 15 requests per month, priority processing of tickets over basic support inquiries

- Gold: Support via e-mail, languages: German, English; response time: 12 hours; Qualified answer time: 24 hours; telephone call-back option; online remote maintenance (if necessary); priority processing of tickets over basic and Silver support inquiries for up to 30 requests per month.

(2) For all support requests, please send an e-mail to support@loadbee.com. The response time is the time taken to send an e-mail to the manufacturer acknowledging receipt of the support request. The Qualified Answer Time is the time taken to notify the manufacturer regarding possible causes and solutions to the problem, calculated from the point when loadbee receives the support request. With the telephone callback option, the manufacturer has the option to request a callback by sending an e-mail to support@loadbee.com. The callback will usually take place within 8 hours, calculated from the point when loadbee receives the callback request.

(3) The response times listed in Para. (1) and (2) apply exclusively during loadbee service times. These are from Monday to Friday between 09:00 a.m. and 06:00 p.m. CET/CEST.

(4) In the event of any defects in the loadbee platform, all rights of the manufacturer remain unaffected.

6. Duties of the Manufacturer

(1) Before the loadbee platform can be made available in the manufacturer's operating environment, the manufacturer must make the following arrangements, at its own cost:

- loadbee does not provide the manufacturer with any additional software or hardware other than the loadbee platform. The manufacturer must have a suitable computer system and functioning access to the Internet and a web browser which enable it to set up the data connection to the loadbee computing center. loadbee assumes no liability for (i) hardware, software, or other devices used by the manufacturer in connection with the loadbee platform, or (ii) interruptions, outages, errors, or disruptions of phone, mobile communications, or data networks necessary for accessing the loadbee platform. The manufacturer shall bear any accrued costs for phone, mobile communications and data networks related to the use of the loadbee platform.

- For the purpose of allocating login data, the manufacturer must select designated employees who are responsible for using the loadbee platform. The manufacturer shall agree to inform loadbee of any organizational changes, staff changes or similar changes to their workforce.

(2) The manufacturer shall agree to use all the functions of the loadbee platform exclusively as defined in the contract, and for its own purposes, and not to make these functions accessible to any third party.

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(3) The manufacturer shall agree to publish only descriptive information about the products and brands on the loadbee platform. The following information/data must not be stored or published:

- Price details

- Data judged to have illegal or immoral content according to the applicable legal system

- Data which glorifies or trivializes violence, is sexually offensive or pornographic, racist, discriminatory or intended to cause serious moral harm to minors

(4) The manufacturer shall have sole responsibility for checking that the content of the data they provide to the loadbee platform is correct and complete.

(5) The manufacturer shall accept that, after the data they have provided via the Internet has been approved, anyone will be able to access it. The manufacturer is responsible for the legality of all information entered by it on the loadbee platform. In particular, the manufacturer shall ensure

- That all the data they provide to the loadbee platform has all the necessary rights, in particular commercial protection rights and copyrights

- That the data they upload has permission to be published

Upon loadbee's request, the manufacturer shall provide suitable proof of the existing rights within four weeks.

(6) If the manufacturer uses product information contrary to the requirements under (5) and a third party (e.g. a user) suffers damage as a result, the parties agree that the third party shall be granted its own contractual claim for damages (contract for the benefit of third parties).

(7) The manufacturer must use the loadbee export functionality to make regular, risk-appropriate backup copies of the data and layouts they have sent to loadbee so that the data/layouts can be restored in the event of a loss. loadbee will not make backups of the manufacturer's data/layouts.

(8) If the manufacturer becomes aware of any disturbances or functional failures on the loadbee platform, it shall immediately inform loadbee of this via email support@loadbee.com.

7. loadbee Platform Availability

(1) The manufacturer will be provided with the loadbee platform back end (access to account) on weekdays, between 08:00 a.m. and 06:00 p.m. CET/CEST, with a 98% availability per calendar year.

(2) The distribution of product profiles to the users takes place at the transfer point 24/7 with an availability of 99% per calendar year.

(3) loadbee is not contractually obliged to provide the loadbee platform outside of the specified time periods.

(4) loadbee's duties as detailed in Para. (1) and (2) shall not apply if the service is made unavailable due to force majeure or due to reasons that can be attributed to the manufacturer.

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8. Ownership Rights and Usage Rights on the loadbee Platform

(1) loadbee and its licensors retain all ownership, copyright and other industrial property rights to the software associated with the loadbee platform and its documentation at all times.

(2) For the period of the contract, the manufacturer will be given a restricted, basic, non-exclusive, non-sublicensable, and non-transferable right to access the loadbee platform and to use it for the contractually agreed purposes.

(3) The manufacturer shall not be permitted to reproduce, rent out or lend the loadbee platform or any parts thereof or to entrust third parties temporarily with the use of the platform or its parts.

9. Payment and Due Date

(1) The amount of the payment to be made by the manufacturer for using the loadbee platform is specified in the Order Sheet. Any discounts apply only during the initial minimum term.

(2) Payments shall be due within 14 days after receipt of the corresponding invoice.

10. Contract Duration and Cancellation

(1) The minimum terms are defined in the Order Sheet.

(2) The contract term shall be automatically extended by a further 12 months in each case if the contract is not terminated with 3 months' notice to the end of the respective term. This does not apply to the „Temporary" package; this ends automatically after the period specified in the contract.

(3) The right to cancel the Agreement in exceptional circumstances for good cause remains unaffected.

(4) Any notice of cancellation must be made in writing.

11. Confidentiality

(1) The parties shall undertake to keep any information they may have acquired in the course of this contractual agreement strictly confidential, or only to divulge this information to third parties with the prior, written agreement of the other party, no matter for what purpose. Information that must be treated as confidential is any information identified as such by the party providing it, and any information which can be clearly regarded as confidential due to the circumstances in which it is provided.

(2) The obligations listed in Para. (2) shall not apply to information for which the recipient can prove the following:

- That they knew the information before the date on which they received it, or was publicly accessible

- That it had been made public before the date on which they received it, or was publicly accessible

- That it had been made public after the date on which they received it or had become publicly accessible without the recipient being responsible for this.

(3) The obligations listed in Para. (2) shall also apply for a period of 24 months beyond the end of this contractual agreement.

12. Liability

(1) The parties shall bear unlimited liability toward each other for damage caused by willful intent or gross negligence, either by themselves or by their legal representatives.

(2) In the case of minor negligence, the parties shall bear unlimited liability if this negligence results in physical injury or damage to health.

(3) Otherwise, a contractual party shall only be liable for ordinary negligence if an essential contractual obligation, the fulfillment of which is a prerequisite for enabling the contract to be fulfilled properly, and which the other contractual partner may generally expect to be fulfilled, has been violated (cardinal obligation). In such cases, liability for damages is limited to predictable damages that might typically occur. loadbee's liability without fault for damages that

are present upon conclusion of the contract (§ 536 a BGB (German Legal Code)) is excluded. Para. (1) and (2) remain unaffected.

(4) Liability according to product warranty law remains unaffected.

(5) In accordance with § 10 of the German Telemedia Act, loadbee will not accept liability for any third party information, if loadbee is unaware of, or has no information about, illegal use of that information or knowledge that the information itself is of an illegal nature, and, in the case of claims for damages, it is unaware of any facts or circumstances revealing that the illegal use or information have occurred, or provided that loadbee has acted without delay to remove the information or block access to it as soon as loadbee became aware of its existence.

13. Privacy Statement

(1) Both parties shall comply with the currently applicable legal data protection regulations and shall bind all of the people engaged on their behalf under the contract to observe the provisions concerning data privacy, to the extent they are not already required to do so as part of their general obligations.

(2) loadbee will only gather and use the manufacturer's personal data to the extent required to carry out this contractual relationship. The manufacturer will agree to this data being gathered to this extent and used for this purpose.

(3) The data privacy provisions from loadbee shall apply. These provisions can be viewed and printed at the following URL: https://www.loadbee.com/dataprivacystatement/

14. Engagement of Subcontractors

loadbee is entitled to engage subcontractors as required to fulfill the terms of this contract.

15. Use of Manufacturer's Name and Logo

For the duration of the contract, loadbee is entitled to use and publish the manufacturer's company name, logos, and brands disclosed on the loadbee platform for the following marketing purposes: Flyers, presentations, loadbee website and social media content. The manufacturer may object to this use at any time with future effect by sending a notification to news@loadbee.com.

16. Final Provisions

(1) German law shall exclusively apply, with the exclusion of the UN Sales Convention.

(2) The sole place of jurisdiction shall be Stuttgart, Germany, unless a different place of jurisdiction is specified in a standard.

(3) If a provision in these GTBs proves ineffective or unenforceable, or if a gap in these provisions is identified, this will not affect the validity of the remaining provisions of these GTBs. The parties shall undertake to replace the ineffective or unenforceable provision or to fill in the gap with an effective and enforceable provision, which, as far as possible and in a legally permissible manner, comes closest to the intention of the parties when they concluded this contract.