GENERAL TERMS OF SERVICE FOR STREAMDIVER CLOUD-SERVICES ("TERMS OF SERVICE")

In all contractual relationships in which Streamdiver FlexCo (hereinafter referred to as "SD") provides cloud services including support to a third party ("Customer"), these Terms of Service for Cloud Services (also referred to as "Cloud TOS") shall apply exclusively - unless deviated from by express written provision.

1 DEFINITIONS

API	Application programming interface provided by SD for integrating SD services with third-party applications.
Customer Data	means all content, materials, data, personal data and information collected, edited and managed by Authorized Users in the Production System of a Cloud Service.
Authorized User	(or "Named User") means a person who works in the customer's company or at the customer's business partners and to whom the Customer has granted an access authorization for the Cloud Service.
Purchase Order	or "Agreement" means an agreement between SD and Customer based on a quotation submitted by SD and an acceptance of a quotation for Cloud Services consistent with the contents of the quotation, which refers to these Terms of Service (and any other documents).
Cloud Materials	All materials provided to Customer by SD prior to or as part of the contractual performance of Services. Cloud Materials include materials created in collaboration with Customer, but do not include Customer Data or the Cloud Service itself.
Cloud Service	means any specific On-Demand Solution (including Support) provided by SD under a Purchase Order.
Documentation	means SD's technical and functional documentation for the Cloud Service as amended from time to time and made available to Customer with the Cloud Service.
Business Partner	means a company that requires access to the Cloud Service in connection with the Customer's internal business transactions, e.g., the Customer's customers, distributors, service providers and/or suppliers. Access by business partners is purely retrieval - administrative/managing access is generally not available to business partners.
Term	means the term of a Cloud Service agreed in the Order, consisting of the Minimum Term and any Renewal Terms.
Usage Metric	means the usage parameters for determining the agreed usage volume and calculating the respective remuneration for a Cloud Service in accordance with the Order.
	Specifically, the Usage Metric includes (i) the number of Authorized Users, (ii) the upload and/or livestream quota in hours or gigabytes (GB), and (iii) the maximum storage quota in hours or gigabytes (GB).
Affiliated Company	refers to companies that are affiliated with another company within the meaning of Section 15 of the Austrian Stock Corporation Act (AktG).

2 RIGHTS OF USE CLOUD-SERVICE (except for use via API)

2.1 When booking Cloud Services that are not provided via API, the regulations set forth in this section shall apply.

2.2 SD grants to Customer during the Term the non-exclusive non-transferable worldwide right to use the Cloud Service (including its incorporation into a website or other digital presence of Customer), the Cloud Materials and the Documentation, subject to the terms of the Purchase Order for

    2.2.1. <u>internal or access-protected use</u> (i.e. use by Authorized Users identified and authenticated with a unique user ID, or any other use that is not publicly accessible)

    and / or

    2.2.2. <u>publicly available use</u> (i.e., use in which any Content is publicly available and is not hidden or obscured by any form of authentication or other access restriction)

by the Customer in each case <u>within the scope of the usage metrics</u> and the documentation <u>specified in the order.</u> The regulations on the use of the Cloud Service also apply to the Cloud Materials and the Documentation.

2.3 Unless expressly agreed otherwise in the order, the right to use the Cloud Service granted to the Customer shall not extend to Affiliated Companies of the Customer.

2.4 The Customer may allow the contractually specified number of Authorized Users to use the Cloud Service to the contractually agreed extent (in particular, usage metrics and volumes agreed in the order). The access credentials for the Cloud Service may not be used more than once or by more than one person at the same time. However, they may be transferred from one person to another if the original user is no longer authorized to use the Cloud Service. If a Customer has only acquired a right of use for public use, it is prohibited from de facto restricting public access by precluding any form of access restriction.

2.5 Customer may add additional units of agreed Usage Metrics during the term of the Cloud Service by agreeing to an extension to the applicable Purchase Order ("Extension Agreement"). Regardless of the effective date of such Extension Agreement, the term of each Extension Agreement shall be the remaining current term of the Order and the Compensation shall be

prorated accordingly. In the event of an extension of the Purchase Order, all units of agreed Usage Metrics shall then be extended for the same period.

2.6 To the extent that SD Services are offered as "unlimited", "unlimited" or generally without an explicitly stated limit with respect to certain usage metrics, the usage shall not be subject to any limitation in this respect as long as it remains within the scope of a customary and reasonable extent for the type and scope of the business activity of the customer at the time of the conclusion of the contract.

2.7 Customer shall be responsible for the acts and omissions of its Authorized Users, Affiliates and Business Partners as it is for its own acts and omissions and shall require them to use the Cloud Service and Cloud Materials in accordance with this Agreement.

2.8 The Customer is prohibited from the following when using the Cloud Service:

2.8.1. copy, translate, disassemble, decompile, reverse engineer or otherwise modify the Cloud Service or the Cloud Materials or the Documentation (except to the extent permitted by mandatory law), in whole or in part, or create derivative works thereof; however, the Documentation may be copied for internal use to the extent necessary;

2.8.2. use of the Cloud Service in a manner that violates applicable law, in particular the provision of information and data that is unlawful or infringes the intellectual property rights of third parties; and

2.8.3. to use the Cloud Service as a file sharing platform. Any type of provision that is primarily aimed at making content hosted on the platform available for download or predominantly results in such use is deemed to be file sharing use;

2.8.4. jeopardize the operation or security of the Cloud Service or circumvent mechanisms designed for this purpose;

2.8.5. use the Cloud Service for continuous live streaming without time limitation. For purposes of this provision, live streaming that exceeds 16 hours at a time is considered live streaming without time limit.

2.9 Furthermore, the Customer is prohibited from sublicensing, licensing, selling, leasing, renting or otherwise making the Cloud Service and the Cloud Materials available to third parties. Customer may use the Cloud Service, Cloud Materials and Documentation to the extent set forth in these Terms of Service and the Order. Unless the customer has been expressly granted rights, SD, its affiliated companies or its licensors shall be entitled to all rights thereto in the relationship with the customer, even if these have arisen as a result of the customer's specifications or cooperation.

2.10 SD will monitor compliance with the agreed Usage Metrics. Exceeding the agreed Usage Metrics does not in principle result in an immediate restriction of the usage option. In this case, however, the customer is obliged to sign an extension agreement which shows the additional use and the additional remuneration. The corresponding remuneration is to be paid from the day on which the excess exists.

2.11 If the Customer uses components of the Cloud Service without integrated analytics components and/or removes, disables, or otherwise impairs the standard methods intended to monitor Usage Metrics, SD shall be entitled to estimate the actual usage for the purpose of determining the contractually relevant Usage Metrics and the remuneration based on server-side metrics at SD's equitable discretion. Upon SD's request, the Customer shall also permit and/or implement (or restore) appropriate mechanisms to monitor the contractually relevant Usage Metrics in the Customer's systems and/or integrations; to the extent the Customer's cooperation is required for this, such cooperation shall be provided free of charge and without undue delay.

2.12 SD may temporarily limit or suspend the customer's access (in particular user names and passwords) to the Cloud Service in order to avert damage if and to the extent that there is sufficient probability that the continued use of the Cloud Service by the customer, the Authorized Users or a third party in breach of the contract using the customer access data could have a detrimental effect on the Cloud Service, on other SD customers or on the rights of third parties in such a way that immediate action is required to avert damage or if the customer continues to be in default of payment despite a reminder and the setting of a reasonable grace period. SD shall notify the customer immediately of any such limitation or suspension. Insofar as circumstances permit, the customer shall be informed in advance in writing or by e-mail. SD shall limit the limitation or suspension with regard to period and scope as is reasonable under the circumstances of the individual case.

2.13 The Cloud Service may contain links to web services offered by SD partners and third-party providers on external websites that can be accessed via the Cloud Service and are subject to the terms of use of these third-party providers. SD only provides technical access to the content of such linked websites, for whose content these third parties are exclusively responsible.

2.14 Authorized Users may access certain Cloud Services through mobile applications (mobile apps) made available through third party websites such as the Android or Apple App Store. The use of the mobile apps itself is subject to the terms and conditions agreed upon when downloading / accessing the mobile app and not to the provisions of the Agreement.

3 RIGHTS OF USE CLOUD SERVICE VIA API

3.1 When booking Cloud Services provided via API, the rules set forth in this item shall apply.

3.2 SD grants to Customer during the Term the non-exclusive non-transferable worldwide right to use the functionality provided via API, the Cloud Materials and the Documentation, as specified in the Order, for provision as part of Applications that are provided to Users authorized by Customer.

3.2.1. internal or access-protected use (i.e. use by Authorized Users identified and authenticated with a unique user ID, or any other use that is not publicly accessible)

and / or

3.2.2. publicly available use (i.e., use in which any Content is publicly available and is not hidden or obscured by any form of authentication or other access restriction)

in each case <u>within the scope of the usage metrics</u> and documentation <u>specified in the Purchase Order</u>. The regulations on the use of the Cloud Service also apply to the Cloud Materials and the Documentation.

3.3   Unless expressly agreed otherwise in the order, the right to use the Cloud Service granted to the Customer shall not extend to Affiliated Companies of the Customer.

3.4   The Customer may allow the contractually specified number of Authorized Users to use the Cloud Service to the contractually agreed extent (in particular the usage metrics and volumes agreed in the order). Without explicit licensing of public use, the Customer is prohibited from providing any usage option without technical limitation of the usage option to the licensed internal Authorized Users.

3.5   Customer may add additional units of agreed Usage Metrics during the term of the Cloud Service by agreeing to an extension to the applicable Purchase Order ("Extension Agreement"). Regardless of the effective date of such Extension Agreement, the term of each Extension Agreement shall be the remaining current term of the Order and the Compensation shall be prorated accordingly. In the event of an extension of the Purchase Order, all units of agreed Usage Metrics shall then be extended for the same period.

3.6   To the extent that SD Services are offered as "unlimited" or generally without an explicitly stated limit with respect to certain usage metrics, the usage shall not be subject to any limitation in this respect as long as it remains within the scope of a customary and reasonable extent for the type and scope of the business activity of the customer at the time of the conclusion of the contract.

3.7   SD, in its sole discretion, establishes and enforces limitations on Your use of the API (e.g., limits on the number of API requests that may be made or the number of users that may be served by Customer). Technical limitations on API requests will be identified in the Documentation.

3.8   Customer is responsible for protecting all authentication keys for the API. Authentication keys may not be disclosed to third parties (except employees within the scope of intended use) and may only be used for exercising the rights granted under these Cloud TOS. The Customer shall be responsible for all activities that take place using the respective authentication keys. Customer shall notify SD immediately if it becomes aware of any unauthorized access to one or more authentication keys.

3.9   Customer shall be responsible for the acts and omissions of its Authorized Users, Affiliates and Business Partners as for its own acts and omissions and shall require them to use the Cloud Service and Cloud Materials in accordance with this Agreement.

3.10   The Customer is prohibited from doing the following in connection with the use of the API:

3.10.1. copy, translate, disassemble, decompile, reverse engineer or otherwise modify the Cloud Service or the Cloud Materials or the Documentation (except to the extent permitted by mandatory law), in whole or in part, or create derivative works thereof; however, the Documentation may be copied for internal use to the extent necessary;

3.10.2. Access SD API or cloud materials or documentation to replicate or compete with SD-provided services;

3.10.3. Use of the API in a manner that exceeds permitted limits or otherwise constitutes excessive or abusive use;

3.10.4. use of the Cloud Service in a manner that violates applicable law, in particular the provision of information and data that is unlawful or infringes the intellectual property rights of third parties; and

3.10.5. to use the Cloud Service as a file sharing platform. Any type of provision that is primarily aimed at making content hosted on the platform available for download or predominantly results in such use is deemed to be file sharing use;

3.10.6. jeopardize the operation or security of the Cloud Service or circumvent mechanisms designed for this purpose;

3.10.7. use the Cloud Service for continuous live streaming without time limitation. For purposes of this provision, live streaming that exceeds 16 hours at a time is considered live streaming without time limit.

3.11   Furthermore, Customer is prohibited from sublicensing, licensing, selling, leasing, renting or otherwise making the API access as well as the Cloud Materials available to third parties. In particular, in this context, Customer is prohibited from packaging the functionality provided via API itself into an API that has essentially the same functions as the API provided by SD and offering this to third parties for use.

3.12   The customer may use the Cloud Service, the Cloud Materials and the Documentation to the extent set forth in these Terms of Service and the order. Unless the customer is expressly granted rights, SD, its affiliated companies or its licensors shall be entitled to all rights thereto in relation to the customer, even if these have arisen as a result of the customer's specifications or cooperation.

3.13   SD will monitor compliance with the agreed usage metrics. Exceeding the agreed usage metrics does not in principle result in an immediate restriction of the usage option. In this case, however, the customer is obliged to sign an extension agreement which shows the additional use and the additional remuneration. The corresponding remuneration is to be paid from the day on which the excess exists.

3.14   SD may temporarily limit or suspend the customer's access (in particular user names and passwords) to the Cloud Service in order to avert damage if and to the extent that there is sufficient probability that the continued use of the Cloud Service by the customer, the Authorized Users or a third party in breach of the contract using the customer access data could have a detrimental effect on the Cloud Service, on other SD customers or on the rights of third parties in such a way that immediate action is required to avert damage or if the customer continues to be in default of payment despite a reminder and the setting of a reasonable grace period. SD shall notify the customer immediately of any such limitation or suspension. Insofar as circumstances permit, the customer will be informed in advance in writing or by e-mail. SD shall limit the limitation or suspension with regard to period and scope as is reasonable under the circumstances of the individual case.

4 SD RESPONSIBILITIES AND DUTIES

4.1 SD shall provide the Cloud Service agreed in the Purchase Order in accordance with sections 2 and/or 3. SD shall provide the support services agreed in the order. The nature and functionality of the services owed by SD are conclusively agreed in the purchase order and the documents referenced therein.

4.2 Insofar as a Cloud Service is made available to the Customer free of charge, SD shall not assume any support for this Cloud Service and shall not make any service level commitments. SD may discontinue a Cloud Service free of charge at any time. This Section 3 shall take precedence over any deviating, conflicting terms of these Cloud TOS.

4.3 Unless otherwise provided in the Order by including a separate Service Level Agreement, SD shall maintain an average monthly system availability of 99.9% for the production system of the Cloud Service ("SLA"). Pre-announced maintenance windows in the usual and reasonable scope will not be considered as non-availability of the system.

4.4 If SD does not achieve the SLA, Customer shall be entitled to a Service Level Credit in the form of a pro-rata refund of the usage fee paid for the relevant month in the ratio: Fee Paid : Fee Reduced = 99.9% : Actual System Availability. If the validity of the Service Level Credit has been confirmed by SD in writing or by email, the claim will be applied as a credit against a subsequent invoice amount for the Cloud Service in time, or, if no future invoice is due, paid as a refund. Any refunds paid will be credited against any claims for damages by Customer.

4.5 SD shall not be responsible for any interruption or failure of the Cloud Service if and to the extent the interruption or failure is due to Force Majeure. Force majeure includes any event unforeseen and uncontrollable by SD, including, without limitation, acts of nature, fire, acts or omissions of any government or authority, acts of terrorism (including cyber-terrorism). In the event of Force Majeure, SD shall endeavor to restore the Cloud Service as soon as possible, but to that extent shall be relieved from any performance for the period of Force Majeure impairment.

4.6 SD uses appropriate security technologies in the provision of the Cloud Service. As a data processor, SD takes and maintains technical and organizational measures for the processing of personal data in the Cloud Service in accordance with applicable data protection law. Details of this can be found in the commissioned data processing agreement executed at the request of the customer.

4.7 The features of the Cloud Service and the definition of the API may be further developed by SD and adapted (possibly also in a non-backward compatible way) in order to take into account technical progress or to ensure continuous compliance with applicable mandatory law ("Continuous Modification"). SD shall inform about material changes to existing functionality within the scope of the Continuous Modification or in case of non-backward compatible changes to the API with reasonable notice (usually 3 months prior to the Effective Date), in particular by email, on the Support Portal, by release notes or within the Cloud Service.

5 CUSTOMER DATA AND PERSONAL DATA; RESPONSIBILITIES AND DUTIES OF THE CUSTOMER

5.1 All rights to and in relation to the Customer Data are in principle vested solely in the customer. The customer is responsible for the content of the Customer Data and its recording in the cloud service.

5.2 In accordance with this section 5 Customer grants SD (and its Affiliates and Subcontractors) the non-exclusive right to use Customer Data exclusively and to the extent necessary to

5.2.1. for the purpose of providing the Cloud Service (including, in particular, making backup copies and performing penetration testing) and related support; and

5.2.2. To verify compliance with the regulations of sections 2 and/or 3 by the customer.

5.3 The customer shall collect, update and process all personal data contained in the Customer Data in accordance with the applicable data protection laws. Any Customer Data and personal data in the Customer Data will only be used by SD to provide the Cloud Service.

5.4 Customer shall maintain appropriate security standards for the use of the Cloud Service by Authorized Users. Customer will not conduct or authorize penetration testing on the Cloud Service without SD's prior consent. Customer shall be solely responsible for evaluating the suitability of the Cloud Service for its business operations and for complying with all applicable legal requirements regarding Customer Data and use of the Cloud Service, and for subjecting security-critical use cases to appropriate testing in advance.

5.5 The Customer is obliged to cooperate in the provision of the Cloud Service and the support services by SD to the required extent free of charge, in particular by having infrastructure and telecommunication facilities for accessing the Cloud Service. SD points out that the provision of the cooperation services is a prerequisite for the proper performance of SD. The Customer shall bear any disadvantages and additional costs resulting from the breach of its obligations. Section 8 shall apply in addition.

5.6 During the term of the Cloud Service, the customer has the option to access, retrieve and export the Customer Data in a standard format at any time. Retrieval and export may be subject to technical limitations and requirements (such as described in the Documentation). In such case, SD and Customer will agree on a reasonable method for enabling Customer's access to Customer Data. Prior to the end of the Agreement and for a period of 1 month thereafter, Customer may use the applicable available self-service tools in the Cloud Service to perform a final export of Customer Data from the Cloud Service. After this period, SD will delete or overwrite the Customer Data remaining on the servers used to host the Cloud Service, unless its retention is required by mandatory law. An export by SD can be ordered for a fee. The retained data is subject to the agreed confidentiality rules.

6 WARRANTIES AND LIABILITY

6.1 SD warrants that the Cloud Service will, during its term, meet the specifications set forth in the Purchase Order and the Documentation and that the Cloud Service will not infringe any third party rights when used by Customer in accordance with the Agreement.

6.2 SD shall remedy defects in the Cloud Service by providing the customer with a new, defect-free version of the Cloud Service or by remedying the defect, at SD's discretion. The elimination of the defect may also consist in SD showing the customer reasonable possibilities to avoid the effects of the defect. In the event of defects of title, SD shall, at its own discretion, provide the customer with either

6.2.1. procure the right to use the Cloud Service as agreed, or

6.2.2. replace the Cloud Service or modify it in such a way that the allegation of infringement is removed but the customer's use of the Cloud Service in accordance with the Contract is not unreasonably impaired as a result, or

6.2.3. terminate the order to that extent and refund to the Customer any remuneration paid in advance for the term remaining after the date of termination and pay damages within the scope of this provision.

6.3 The customer is obligated to immediately notify SD of any breach of duty in writing with a precise description of the reason.

6.4 Warranty rights in connection with the Cloud Service expire one year after the start of use. The warranties for the Cloud Service apply accordingly to the Support.

6.5 In all cases of contractual and non-contractual liability, SD shall pay damages only to the extent determined below:

6.5.1. SD shall be liable in full in case of intent, in case of negligence and in case of absence of a condition for which SD has assumed a warranty, only to the extent of the foreseeable damage that should have been prevented by the breached obligation or warranty, but never with more per contract year than the remuneration paid for the relevant Cloud Service according to the order in the contract year or an existing liability insurance sum, whichever is higher.

6.5.2. Liability for indirect damages, consequential damages and lost profits is generally excluded.

6.6 A limitation period of one year applies to all claims against SD for damages in the case of contractual and non-contractual liability. The limitation period begins with knowledge of the damage and the damaging party.

6.7 The regulation of item 6.5 shall not apply to liability for intentional damage, personal injury or liability under the Product Liability Act.

7 THIRD PARTY CLAIMS

7.1 If a third party asserts claims arising from property rights which prevent the exercise of the contractually granted authorization to use the cloud service or cloud materials, the customer shall inform SD immediately in writing and comprehensively.

7.2 If the customer discontinues the use of the cloud service or cloud materials that are the subject matter of the contract for reasons of mitigation of damages or other important reasons, he shall be obliged to point out to the third party that the discontinuation of use does not constitute an acknowledgement of the alleged infringement of property rights. He shall only conduct the legal dispute with the third party in agreement with SD or authorize SD to conduct the dispute. This shall apply accordingly insofar as a third party asserts claims against SD which are attributable to actions of the Customer, the Authorized Users or third-party access.

8 OTHER PROVISIONS

8.1 SD system notifications and information relating to the operation, hosting or support of the Cloud Service may also be made available within the Cloud Service, provided in electronic form to the contact person designated in the Purchase Order, or made available through the SD Support Portal.

8.2 With regard to the provision and support of the Cloud Service, provisions of these Cloud TOS may be amended in accordance with the following sentences, provided that this does not change essential contractual contents for the equivalence relationship between the parties and provided that the amendment is reasonable for the customer. SD shall notify the customer in writing of the amendment to the Cloud GTC. If the customer does not object to the amendment in writing within four weeks after receipt of the notification, the amendment shall be deemed to have been approved and from this point in time the amended version of the Cloud TOS shall be binding for the agreement existing between SD and the customer. SD shall expressly draw the customer's attention to this consequence when notifying the customer of the amendment.

8.3 All contractual and non-contractual claims shall be governed exclusively by Austrian law, its conflict of laws as well as the UN Convention on Contracts for the International Sale of Goods excluded. The competent court for 9020 Klagenfurt am Wörthersee, Austria, shall have exclusive jurisdiction for any disputes arising out of and in connection with this Agreement.