

TERMS AND CONDITIONS FOR SCRIBOS 360 of SCRIBOS GmbH

INTRODUCTION

SCRIBOS offers new benefits from digitalization consisting of unique marking solutions, verification tools and an online validation platform as well as other frontends such as direct database interfaces or apps.

SCRIBOS offers the digital elements of its security and validation solutions for companies to choose and subscribe to the Web & App Solutions they wish to use under one contractual framework.

I. SCOPE OF APPLICATION, STRUCTURE

1. These Terms and Conditions for SCRIBOS 360 (“**SCRIBOS 360 T&C**”) apply to any business customer’s (“**Client**”) use of Web & App Solutions provided by SCRIBOS GmbH, Sickingerstraße 65, 69126 Heidelberg (“**SCRIBOS**”). By ordering Web & App Solutions, the Client agrees to the application of the SCRIBOS 360 T&C valid at the time of order. SCRIBOS does not recognize any deviating terms and conditions of the Client unless SCRIBOS expressly agrees in writing.
2. The SCRIBOS 360 T&C consist of General Terms and Specific Provisions (III. Exhibits) for the respective Web & App Solution. The provisions of the respective Exhibits apply to both Parties only if the Client has ordered the respective Exhibit.
3. In case of conflict, the SCRIBOS 360 T&C shall prevail over SCRIBOS’ Terms of Delivery. In case of conflict, the General Terms shall prevail over the Specific Provisions, unless otherwise expressly agreed in one of the Exhibits referring to the Section of the General Terms to be amended.

II. GENERAL TERMS

1. Definitions, Interpretations

- 1.1. In these SCRIBOS 360 T&C, unless the context otherwise requires, the following expressions shall have the following meanings:
 - 1.1.1. “**Affiliates**” means legally independent entities that are controlled either directly or indirectly by a Party, that control a Party either directly or indirectly, that belong to the group of companies or are affiliated companies within the meaning of Section 15 of the German Stock Corporation Act. Control means either direct or indirect ownership of more than 50% of the shares or otherwise controlling either directly or indirectly more than 50% of the voting rights.
 - 1.1.2. “**Agreement**” means the agreement between SCRIBOS and the Client regarding the Web & App Solutions and which can comprise of different individual contracts regarding the respective Web & App Solutions as defined in the respective Exhibit.
 - 1.1.3. “**API**” means an application programming interface that SCRIBOS may make available for Web & App Solutions.
 - 1.1.4. “**Availability**” is defined as Availability in % = [(Uptime –Downtime) / Uptime] * 100.
 - 1.1.5. “**Business Day**” means Monday through Friday except for legal holidays in Heidelberg; Germany.
 - 1.1.6. “**Business Hours**” means 9am to 5pm in Heidelberg, Germany.
 - 1.1.7. “**Downtime**” means any non-availability of the Web & App Solutions outside of Maintenance.
 - 1.1.8. “**Force Majeure**” means an unforeseen event, which is beyond the reasonable control of the affected Party

to the extent such an event prevents or delays the affected Party from fulfilling its obligations under these SCRIBOS 360 T&C or leads to a malfunction, defect or failure of any SCRIBOS product and the affected Party is not the direct or indirect cause of such an event and is unable to prevent or remove such an event; Force Majeure includes circumstances like Acts of God, war, riot, implementation of sanctions or embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, epidemics, pandemics, failure to obtain export licenses or shortages of transportation, facilities, fuel, energy, labor or materials.

- 1.1.9. **“GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 1.1.10. **“General Terms”** means the general part of these SCRIBOS 360 T&C (II.).
- 1.1.11. **“Intellectual Property”** or **“IP”** means any patents, copyright, design right, trademark, service mark, logo, database right, trade secret, patent applications, rights in inventions, know-how and/or other present or future intellectual property right of any type.
- 1.1.12. **“Maintenance”** means maintenance services performed by SCRIBOS on the Web & App Solutions.
- 1.1.13. **“Open Source License”** means the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL), the Apache License, or any similar license, including but not limited to those listed at <https://opensource.org/licenses> and those that meet the open source definition (as published by the Open Source Initiative) or the free software definition (as published by the Free Software Foundation).
- 1.1.14. **“Open Source Software”** means any software that is distributed as "free software", "open source software" (a) under an Open Source License, or (b) is distributed subject to a requirement that, as a condition of the modification, distribution or other use of such software, the licensee of such software grants, or purports to grant, to any third party, rights or immunities under Intellectual Property owned by such licensee in any derivative works on the same terms and conditions as for such software, including that, as a condition of the modification, distribution or other use of such software, that any software incorporated into, derived from or distributed with such software be (i) disclosed or distributed in source code form, (ii) licensed for the purpose of making derivative works or (iii) redistributable at no charge or minimal charge, in each case to any third parties.
- 1.1.15. **“Party/Parties”** shall mean SCRIBOS and/or the respective Client as the case may be.
- 1.1.16. **“Specific Provisions”** means the Exhibits to the SCRIBOS 360 T&C (III.). The Exhibits form part of the SCRIBOS 360 T&C and any reference to the SCRIBOS 360 T&C includes the Exhibits.
- 1.1.17. **“Term”** means the Agreement’s term as set forth in § 13 or the Specific Provisions.
- 1.1.18. **“Uptime”** means the total number of hours in any month less the number of hours of Maintenance for that month.
- 1.1.19. **“VAT”** means value-added tax.
- 1.1.20. **“Web & App Solution”** means a digital offering by SCRIBOS for supporting brand security and digitalization concepts using SCRIBOS 360 including any corresponding documentation.
- 1.2. Words importing gender shall include all genders; words denoting the singular shall include the plural; words denoting persons include incorporated and unincorporated bodies, and in each case vice versa, unless the context requires otherwise.
- 1.3. Reference to any regulation, directive, statute, statutory provision or statutory instrument includes a reference to that regulation, directive, statute, statutory provision or statutory instrument together with all rules and regulations made under them and as from time to time amended, consolidated or re-enacted.

- 1.4. A reference to “writing” or “written” includes e-mail unless explicitly mentioned otherwise.
- 1.5. Where the words “include(s)”, “including” or “in particular” are used in these SCRIBOS 360 T&C, they are deemed to have the words “without limitation” following them.
- 1.6. Any obligation in these SCRIBOS 360 T&C on a Party not to do something includes an obligation not to agree or allow that thing to be done.

2. Obligations of SCRIBOS

- 2.1. SCRIBOS shall
 - 2.1.1. make available to Client the Web & App Solutions Client subscribed to according to the corresponding Agreement;
 - 2.1.2. grant Client rights of use pursuant to § 5 if necessary;
 - 2.1.3. provide maintenance and support pursuant to § 8.
- 2.2. SCRIBOS shall make available the Web & App Solutions only in the form as agreed in the Specific Provisions. SCRIBOS may make available additional features and functionalities from time to time. Should Client be provided with any functionality exceeding the one described in the respective Exhibit, such provision is done “as is” without warranty and liability (except in cases of willful misconduct or gross negligence) and SCRIBOS may change or cease to offer such additional functionalities or features without prior notice at any time, unless specifically agreed in writing, email is not sufficient.

3. Obligations of the Client

- 3.1. The Client is obliged, in particular, to
 - 3.1.1. pay the subscription fees pursuant to § 11.
 - 3.1.2. ensure compliance with statutory provisions when using any Web & App Solutions. The Web & App Solutions SCRIBOS provides are technical tools only. The Client is responsible for the use of the Web & App Solutions and shall do so in compliance with any applicable law, in particular labor law and industrial constitution law.
 - 3.1.3. reasonably support SCRIBOS in providing their services.
 - 3.1.4. not misuse or allow the misuse of the Web & App Solutions, e.g. not offer or transmit information with unlawful or immoral content or refer to such information which encourage crime or glorify or trivialize violence, which is sexually offensive or pornographic, or which is suitable to seriously endanger the moral and/ or welfare of children and teenagers or which can damage the reputation of SCRIBOS.
 - 3.1.5. refrain from any attempt by itself or by an unauthorized third party to unauthorized retrieve information or data or intervene in programs that are operated by SCRIBOS or to intervene or invade SCRIBOS’ data networks.
 - 3.1.6. check data and information prior to transmission for viruses and use state-of-the-art anti-virus software.
- 3.2. The Client is aware and acknowledges that SCRIBOS is only processing data for the Client. The Client is the Controller according to Art. 4 no. 7 GDPR and responsible for any Personal Data and/or personal identifiable information according to any other applicable data protection law. For this purpose the Client represents and warrants that before using the Web & App Solutions the Client established that it had sufficient legal grounds for their processing of Personal Data when using the Web & App Solutions and that the Client observes data subjects’ rights, in particular Artt. 13, 14 GDPR.
- 3.3. In case of violation of § 3.1.2, 3.1.4 - 3.1.6 or 3.2 the Client shall indemnify SCRIBOS against any claim of third parties.

- 3.4. In the event SCRIBOS provides the Client with draft texts, i.e. information according to Artt. 13, 14 GDPR, such texts are samples only and not finally legally reviewed. The Client shall review such sample texts on their compliance with applicable data protection law where they are used.

4. Subcontractors

SCRIBOS is entitled to make use of subcontractors for performing its services under these SCRIBOS 360 T&C.

5. Rights of use

- 5.1. Where the use of Web & App Solutions agreed between the Parties requires an appropriate right of use, SCRIBOS shall grant to the Client for the Term a non-exclusive, geographically unlimited right to use the functionalities of the Web & App Solutions conclusively defined in the Specific Provisions in accordance with the Agreement. The right of use is not transferable and may except where otherwise described in an Exhibit not be sublicensed by the Client to third parties.
- 5.2. The Specific Provisions may contain additional terms and conditions for rights of use.
- 5.3. The Client shall not receive any further rights to the Web & App Solutions. In particular, the Client has no right to the source code of the Web & App Solutions.
- 5.4. The Client shall not be entitled to analyze, to reassemble, edit or change the Web & App Solutions. Subject to a statutory license, the Client shall not be entitled to retranslate into other code forms ("decompiling") as well as use other ways of reversing the various manufacturing stages of the Web & App Solutions ("reverse engineering").
- 5.5. The Client may receive an electronic user manual and, if available, additional documentation (e.g. operating instructions, help file, other technical information and data) from SCRIBOS. The Client shall not change, reproduce or make public such documentation without the prior written consent of SCRIBOS. The Client shall not be entitled to remove, modify or obliterate any ownership and copyright notices, serial numbers, version numbers, stickers, labels or trademarks of SCRIBOS or other contributors contained in the Web & App Solutions, the user manual and/or other supporting documentation.
- 5.6. Any Open Source Software utilized for the Web & App Solutions are subject to the applicable Open Source Licenses and any rights granted are exclusively governed by the applicable Open Source Licenses.

6. Third Party Rights

- 6.1. SCRIBOS warrants that the use of the Web & App Solutions pursuant to the Agreement shall be free from third party rights in Germany. If a third party asserts justified claims against the Client due to an IP infringement by the Web & App Solutions, which was used by the Client in conformity with the Agreement SCRIBOS shall at its option and free of charge for the Client either (i) obtain a right to use the Web & App Solutions in conformance with the Agreement, (ii) modify the Web & App Solutions so as not to infringe the third party IP or (iii) replace the Web & App Solutions with a non-infringing version. Claims for damages due to an IP infringement by the Web & App Solutions are subject to the limitations in § 12. The foregoing remedies are subject to
- 6.1.1. the Client immediately informing SCRIBOS in writing about any assertion of claim,
- 6.1.2. the Client not taking any legally relevant actions towards third party, in particular not reaching an out-of-court settlement without SCRIBOS' consent in writing, not acknowledging the claims or taking any other equivalent actions,
- 6.1.3. the Client supporting SCRIBOS to the extent necessary in the legal defense against the third-party claims, in particular by disclosing information, and

- 6.1.4. the Client giving SCRIBOS the opportunity to determine and implement the legal defense strategy, in particular by choosing the legal counsel and by preparing the legal briefs. For this purpose, the Client will make all necessary statements and grant all necessary powers of attorney. In the legal defense, SCRIBOS will reasonably consider the Client's legitimate interests.
- 6.2. Should SCRIBOS not be able to provide a remedy (§ 6.1), SCRIBOS may terminate the corresponding Agreement. Any further rights of the Client shall remain unaffected.
- 6.3. A claim of the Client shall be excluded if Client is liable for the IP infringement. Furthermore, SCRIBOS shall not be liable for any IP infringement in case such infringement was caused by specific demands of the Client, by a use of the Web & App Solutions not foreseeable by SCRIBOS or the Web & App Solutions being altered by the Client or being used together with products not provided by SCRIBOS.

7. Availability of Web & App Solutions

SCRIBOS is obliged to ensure Availability of the Web & App Solutions according to the following provisions:

- 7.1. Unless defined otherwise in an Exhibit the Availability of a Web & App Solution is 99% per calendar year. Should an Agreement enter into force during the year, the Availability shall be calculated pro rata until the end of the calendar year. For avoidance of doubt, Availability does not apply to any App (§ 9) provided by SCRIBOS under the Agreement.
- 7.2. The Web & App Solutions are available if they are accessible from the data center in which the Web & App Solutions are operated, and if the data center is connected to the internet. The provision of the hardware and/or system requirements as well as the telecommunication services including transmission services from the service transfer point to the devices used by the Client are not part of the scope of the Web & App Solutions and/or any additional services, but remain the sole responsibility of the Client.
- 7.3. Maintenance by SCRIBOS may result in a temporary outage of the Web & App Solutions. Such outage due to Maintenance is not deemed to be an impairment of the Availability as defined above.

8. Maintenance, Support

- 8.1. SCRIBOS may provide Maintenance and Support for the Web & App Solutions from time to time during the term of the Agreement at its own discretion.
- 8.2. The extent and timing of such Maintenance shall be determined by SCRIBOS. Maintenance consists of error correction, provision of updates and other development and improvement measures to the extent necessary for maintaining the function and operability of the Web & App Solutions. This includes both necessary minor technical adjustments (updates, patches, bug fixes) and major updates of the existing version, in particular product innovations, i.e. functional extensions to the existing version and/or a significant improvement and quality enhancement of the existing program version to a higher version (so called upgrades as well as release and/or version changes). SCRIBOS shall endeavour to give reasonable prior notice of any inaccessibility of the Web & App Solutions for more than 30 minutes due to Maintenance.
- 8.3. SCRIBOS shall maintain the contractual agreed quality of the Web & App Solutions during the term of the respective contract covering such Web & App Solutions.
- 8.4. SCRIBOS shall provide support for technical issues and fault reports ("**Support**") during the Service Times (§ 8.5) via e-mail to Customer-service@scribos.com or telephone under +49 (0)6221 335 07 17.

The Support is intended solely for the support of the Client (but not its customers) with regards to the contractual services owed by SCRIBOS to the Client. The Support is made available to other customers as well. Client support queries are processed in the order in which they are received.

- 8.5. The Support is available on Business Days during the Business Hours ("**Service Times**") to monitor the operability of the Web & App Solutions and to initiate the rectification of faults.

9. Apps

If a Web & App Solution also includes an application software (“App”), the following terms and conditions shall apply to providing such Apps:

- 9.1. The functional scope of any App is conclusively described in the corresponding Exhibit.
- 9.2. Any App can only be fully used if it is configured to connect to the corresponding database as described in the Exhibit. Access to the corresponding database is subject to these SCRIBOS 360 T&C.
- 9.3. SCRIBOS provides any App to the Client for installation on its user’s devices. Installation, and the production of corresponding technical facilities for that installation, is the Client’s responsibility.
- 9.4. The Client may choose whether it uploads any App and any updates to app stores itself or whether SCRIBOS should do so on behalf of the Client. If SCRIBOS should upload it the Client must provide SCRIBOS with the necessary account details. SCRIBOS will under no circumstances upload any Client branded App under its own name.
- 9.5. Alternatively, the Client can choose not to make the App publicly available and deploy it privately only. In that case SCRIBOS shall provide a download option that is password restricted. The Client is aware and acknowledges that such private deployment means the Client needs to manually install the App on the devices and that private deployment does not support automatic update functionalities built into iOS and Android app stores but that the Client will need to trigger updates on all devices manually.

9.6. App Maintenance

In terms of Maintenance, the following applies for Apps instead of § 8:

In the context of software support, SCRIBOS shall remedy defects in any App within a reasonable period of time. In addition, SCRIBOS updates any App whenever and to whatever extent this may be required by an update to the operating systems any App is available on. The Client is obliged to install corresponding updates for any App and/or to upload the same to the respective app store or, in the case of § 9.5, otherwise make it accessible to the circle of users.

9.7. Technical Requirements, Supported Operating Systems and Phones

- 9.7.1. Any App can only be used if the technical requirements described in the corresponding Exhibit are met.
- 9.7.2. If a new operating system version for a supported phone is released by the phone’s manufacturer a compatible version of any App will be available within a reasonable time frame after the release of such operating system version if possible. In the meantime, updating the phone to such new version of the operating system may impair an App’s functionality.

9.8. Usage rights for Apps

- 9.8.1. In addition to § 5, SCRIBOS hereby grants the Client for the Term of the Agreement a non-exclusive worldwide right to make any App available to the contractually agreed amount of users in the context of its business purposes.
- 9.8.2. In any App, under menu item 'Settings', a list of all Open Source Software used in any App can be called up. Via this same menu item, it is also possible to display the complete license texts of the applicable Open Source Licenses for all integrated Open Source Software.

9.9. Warranty and function updates for the Apps

For Apps only, the following applies in terms of warranty and updates:

- 9.9.1. Only faults in an App that adversely affect its value or suitability for the contractually intended form of use shall oblige SCRIBOS to provide any form of warranty cover.

9.9.2. In case of purchased Apps, the entitlement to warranty cover lapses one year after the provision of an App by SCRIBOS or - provided that an update was delivered during the period of warranty cover against defects - one year after the last respective update. In case of the provision of an App subject to a rental fee, SCRIBOS shall maintain the contractual agreed quality of the App during the term of the respective contract covering such App.

9.9.3. In the event of a warranty claim, SCRIBOS is always entitled to choose between remedying the software (e.g. by providing a "workaround") or supplying a replacement. In the event of SCRIBOS refusing to remedy any defect by either providing an update or a delivery of a replacement, or in the event of SCRIBOS being in default which shall not occur before two attempts of a remedy failed unless it is unreasonable for the Client to wait for these two attempts, the Client is entitled to reduce the fees payable under the respective Exhibit.

9.10. App SDKs

Instead of ordering any App, the Client may order a software development kit to integrate an App's functionalities into its own application ("SDK"). Should the Client do so, the following applies:

9.10.1. Instead of delivering an App, SCRIBOS shall deliver to Client the SDK which shall have the same functionality as the corresponding App. SCRIBOS shall deliver the SDK in the native programming language used for any App. Client shall be responsible to determine whether that is compatible with their own app.

9.10.2. § 9.1 through § 9.10 shall apply accordingly to the extent necessary for the use of the SDK.

10. Professional Services

As agreed from time to time for specific scopes of work between the Parties in writing, SCRIBOS may provide to Client services for customizing the Web & App Solutions. If and to the extent the Parties agree to such additional services, the following shall apply:

10.1. Client Contribution

10.1.1. In light of § 3.1.3 Client shall reasonably support SCRIBOS in providing any professional services under these SCRIBOS 360 T&C and the Agreement. If the Client does not provide the necessary support SCRIBOS may not be able to provide the professional services in the quality, the time or for the price agreed.

10.1.2. Client's contributions are particularly required for the customization of the Web & App Solutions for which the Client must provide inter alia logos, pictures, **wordings, colors and other styling elements**.

10.2. Agile Methods

The Parties agree that any professional services to be provided by SCRIBOS will be carried out based on agile project methods. The Parties shall agree on the details of such services for each individual project under a scope of work. Such projects shall be subject to the following principles:

10.2.1. SCRIBOS shall provide resources carrying out the services consisting of a scrum master and the required other resources for carrying out the professional services.

10.2.2. Client acknowledges and agrees that agile project methods require a high level of involvement of the Client. For this purpose, Client shall provide a contact person of making all necessary decisions within the agile method.

10.2.3. The Parties shall define the product vision for each project before beginning with the project.

10.2.4. Under an agreed project, SCRIBOS will provide the resource capacity as agreed for the project. If Client requires additional resource capacity to the capacity agreed for such project the Parties will agree in writing

on any such changed resources.

- 10.2.5. Client acknowledges and agrees that due to the agile project method SCRIBOS does not represent and warrant that any capacity agreed in a project is at all times sufficient to deliver a final product. This means in particular that any code developed by SCRIBOS under the respective project may not be fully functional or may not contain all functionalities as intended by Client once any agreed resource capacity is fully exploited. Nonetheless, SCRIBOS must ensure to always be able to provide the currently latest code version or other deliverable.

10.3. Available Customizations for Web & App Solutions

- 10.3.1. SCRIBOS offers certain customization options for the Web & App Solutions as professional services. The following options are included in the price:

- Logo
- Colors
- Product URLs
- Languages: CN, EN, FR, DE

- 10.3.2. In addition to that, the Client can request additional options against additional fees such as customer specific adaptations or additional languages.

11. Payment Terms

- 11.1. Any Fees payable for the Web & App Solutions are set forth in the Exhibits.
- 11.2. All payable amounts are net, meaning exclusive of VAT.
- 11.3. Any amount payable by Client shall be payable 30 days from the invoice date. Invoices shall be issued electronically at the beginning of a calendar month.
- 11.4. Should the Client be in default with payment, SCRIBOS is entitled to suspend Client's access to Web & App Solutions after unsuccessful expiry of a 30-day written demand for payment. Client's obligation to pay remains unaffected.
- 11.5. Client may only set off SCRIBOS' claims if its own claims are either not contested by SCRIBOS or have been recognized by declaratory judgement.

12. Liability

- 12.1. SCRIBOS shall be liable without limitation for any damages caused by intent or gross negligence, resulting from injury to life, limb or health, caused by a violation of a guarantee, in case of any entitlement of the Client under the German Product Liability Act as well as in cases of mandatory statutory liability (e.g. German Product Safety Act).
- 12.2. In case of simple negligence SCRIBOS shall only be liable for violating material contractual obligations. In such case the liability shall be limited to the amount of the foreseeable damage, the occurrence of which can typically be anticipated in respect of such agreements. A material contractual obligation in the above sense is any obligation material to achieve the purpose of the Agreement, or the performance of which allows for the proper execution of the Agreement, and the observance of which the Client may regularly rely upon. A foreseeable, typical contractual damage is any damage which can typically be anticipated in a usual damage course.
- 12.3. In the cases referred to in § 12.2 the Parties assume that the foreseeable, typical contractual damage corresponds to the amount paid by the Client to SCRIBOS for the Web & App Solutions during the twelve (12) months prior to the occurrence of the damage.
- 12.4. Apart from the above, any liability of SCRIBOS shall be excluded.

- 12.5. In the cases referred to in § 12.1 the statutory limitation period shall apply. Apart from the above, any damage claims of the Client become time-barred twelve (12) months from the date of knowledge, at the latest, however, ten (10) years from the date they arose.
- 12.6. The aforementioned limitations on liability shall also apply in the case of a breach of an obligation by or in favor of persons whose fault is attributable to SCRIBOS (e.g. personal liability of employees, personnel and other vicarious agents of SCRIBOS), but not to the personal liability of legal representatives and of executives.
- 12.7. SCRIBOS shall not be liable if and insofar as an event of Force Majeure occurs.
- 12.8. Insofar as the content (e.g. text, company logo, designs, decors, trademarks, graphics and other creative elements) for Web & App Solutions is provided by the Client (irrespective of the data carrier), the Client hereby guarantees that any content provided, regardless of its form, is free of any claims or rights by third parties. The Client shall indemnify SCRIBOS against any and all actions, claims or losses in this regard. SCRIBOS is entitled to demand from Client to provide SCRIBOS with such evidence required by SCRIBOS to establish Client's legal rights in relation to property rights, intellectual property, trademarks, copyright or related legal interests regarding the content provided by the Client.

13. Term

- 13.1. The term of an Agreement is indefinite and begins upon execution by both Parties. It shall terminate automatically once the last Web & App Solution is terminated in accordance with this § 13.
- 13.2. In the event no term and notice period are agreed in an Exhibit, the respective Web & App Solution can be terminated by giving three months' notice to the end of a calendar year but for the first time at the end of the first full calendar year after conclusion of the contract for the respective Web & App Solution. Termination of only one Web & App Solution shall leave the Agreement and other agreed Web & App Solutions unaffected.
- 13.3. The Parties' right to terminate the Agreement for due cause shall remain unaffected. In particular, SCRIBOS shall be entitled to extraordinary termination of the Agreement if the Client is in default with payments for a period of more than two months, or if an insolvency petition has been filed against them which has not been refused as unfounded, or if insolvency proceedings have been refused for lack of assets.
- 13.4. Termination for due cause of the Agreement also automatically terminates all contracts regarding Web & App Solutions. Termination of one contract regarding Web & App Solutions for due cause does not affect the Agreement and other contracts regarding Web & App Solutions.
- 13.5. Any notice of termination must be in writing. A termination by e-mail is not sufficient.

14. Data Protection and Security, Confidentiality and Use of Data

- 14.1. The Parties shall observe applicable data protection law, in particular the GDPR.
- 14.2. By executing the Agreement the Parties agree to the terms for processing of Personal Data as set forth in the Processor Agreement to be concluded between SCRIBOS and the Client.
- 14.3. The Parties undertake to keep strictly confidential any information received from the respective other Party during the initiation and performance of the Agreement. In this respect, the term "information" must generally be widely defined to include electronic information of any type and in printed form, including the provisions of the Agreement, as well as any information disclosed during an oral presentation or discussion. This excludes any information in the public domain or which SCRIBOS and/or the Client can prove to have obtained from third parties without having breached any duty of confidentiality. Confidential information obtained may only be used to the extent necessary to achieve the purpose of the Agreement. Use for any

other purpose is not permitted, unless with the prior written consent of the Client or SCRIBOS.

- 14.4. Upon termination of their services, SCRIBOS and/or the Client shall return any confidential information received and delete all remaining copies, unless the respective Party must retain a copy of the information due to statutory provisions. In such case the destruction shall be carried out immediately upon expiry of the statutory retention period.
- 14.5. SCRIBOS is entitled to use the data collected for the Client with the Web & App Solutions in an anonymized and/or pseudonymized form which is compliant with applicable data protection laws for market research purposes.

15. Final Provisions

- 15.1. The SCRIBOS 360 T&C can only be amended in writing signed by both Parties; this includes this clause.
- 15.2. Should any provision of these SCRIBOS 360 T&C be or become invalid or void in whole or in part, the remaining provisions shall remain in full force and effect.
- 15.3. Client acknowledges and confirms that he is not a resident or is situated in a country, which is subject to an embargo of the Federal Republic of Germany, the European Union, the United Nations or the US government, or which the Federal Republic of Germany, the European Union, the United Nations or the US government have been classified as a "terrorism-supporting country" or which is on a list of the Federal Republic of Germany, the European Union, the United Nations or the US government regarding export bans or restrictions. The Client must always comply with all applicable national and international (re-) export control law. The Client shall indemnify SCRIBOS against any and all claims by public authorities or other third parties due to the non-observance of the above legal obligations with regards to export controls in full and undertakes to reimburse all costs, damages and expenses incurred by SCRIBOS in this context, unless the Client is not responsible for the breach of duty. This shall not imply a change in the burden of proof to the detriment of the Client.
- 15.4. As a member of the KURZ-Group, SCRIBOS is committed to respect and to observe the KURZ Code of Business Conduct. The Client shall not tolerate any kind of corruption or bribe, respect basic rights and the ban on child labor and forced labor. Furthermore, the Client shall take responsibility for the health and safety of its employees, shall ensure a fair compensation and reasonable working hours, shall act in accordance with the applicable environmental laws and shall use its best efforts to promote the observance of these principles among its suppliers.
- 15.5. The place of jurisdiction for any dispute arising from the Agreement shall be Nuremberg, Germany.
- 15.6. The substantive law of the Federal Republic of Germany shall apply exclusively. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded..

III. EXHIBITS

Exhibit 1: SCRIBOS 360 – Authentication

SCRIBOS shall provide SCRIBOS 360 - Authentication according to the terms and conditions of this Exhibit 1.

1. SCRIBOS 360 - Authentication Service, Access to Database

- 1.1. The provision of SCRIBOS 360 - Authentication by SCRIBOS enables the Client to access the SCRIBOS 360 - Authentication database as well as the stored data via a web frontend in order to authenticate product markings.
- 1.2. In addition to this, a logged in user has access to authentication statistics including geo data indicating the location of all authentication results. The data of all authentication results can as well be downloaded as an excel file. In-depth analyses, statistics and reporting based on data generated by the SCRIBOS 360 - Authentication database is accessible if Client subscribed to Exhibit 4 (SCRIBOS 360 – Analytics) as well as SCRIBOS 360 - Authentication.
- 1.3. Using the SCRIBOS 360 - Authentication service is subject to the conclusion of an agreement between SCRIBOS and the Client relating to product markings. Should the Client already have concluded an agreement concerning product markings prior to the conclusion of the Agreement, the Client shall have access to the SCRIBOS 360 - Authentication service only upon conclusion of the Agreement expressly including this Exhibit 1. The purchase of product markings itself does not give the right to use the SCRIBOS 360 - Authentication service.

2. Frontends

- 2.1. The SCRIBOS 360 - Authentication service can be accessed through a web frontend. The Client can request other APIs to the SCRIBOS 360 - Authentication service by way of professional services.
- 2.2. The web frontend for the SCRIBOS 360 - Authentication service can be accessed by the Client, by any supplier that has been authorized by the Client and by any person who is in possession of a SCRIBOS product marking registered by the Client.

3. Subscription Fees

The Client shall pay the following fees for using the SCRIBOS 360 - Authentication service:

- a) a one-time installation fee.
- b) an annual subscription fee payable in advance.

The exact amounts are set forth in the offer.

The functionalities of the services provided by SCRIBOS are described in the chart below.

SCRIBOS 360 – Authentication	
Public & all users	<ul style="list-style-type: none"> • Authentication via <ul style="list-style-type: none"> • QR-Code • Label ID • User email feedback on suspicious scans

<p>Experts</p>	<ul style="list-style-type: none"> • Expert login • Authentication of additional expert security levels • Dashboard with most relevant figures at a glance • Authentication statistics view including geo data • Download of authentication data • Customer Interaction button manager • Upload-Section for additional information • Change password functionality
<p>Set-Up</p>	<p>Standard Languages: EN, DE, FR, CN</p> <p>Possible adaptations:</p> <ul style="list-style-type: none"> • Logo • Color scheme

Exhibit 2: SCRIBOS 360 - Expert Authentication App

SCRIBOS shall provide SCRIBOS 360 - Expert Authentication App according to the terms and conditions of this Exhibit 2.

1. SCRIBOS 360 - Expert Authentication App

- 1.1. The provision of SCRIBOS 360 – Expert Authentication App by SCRIBOS enables the Client to access a smartphone App for smartphone guided authentication for Client’s experts or investigators with a special login provided by SCRIBOS. Besides the tcnc database features the app allows an easy one touch authentication including functionalities for batch scanning and archiving as well as the verification of the security feature SecretCode in combination with a special tool.
- 1.2. The App serves to authenticate security features that the Client applies to product packaging and to products. Caution: It is not possible with the App to determine if a product is genuine or a counterfeit. The App can only authenticate the security feature (e.g. a label) that is applied.
- 1.3. Using the SCRIBOS 360 – Expert Authentication App is subject to the conclusion of an agreement between SCRIBOS and the Client relating to product markings. Should the Client already have concluded an agreement concerning product markings prior to the conclusion of the Agreement, the Client shall have access to the SCRIBOS 360 – Expert Authentication App only upon conclusion of the Agreement expressly including this Exhibit 2. The purchase of product markings itself does not give the right to use the SCRIBOS 360 – Expert Authentication App.

2. Frontends

- 2.1. The SCRIBOS 360 – Expert Authentication App can be accessed through an App. The Client can request other APIs to the SCRIBOS 360 – Expert Authentication App by way of professional services.
- 2.2. The App for the SCRIBOS 360 – Expert Authentication App can be accessed by the Client and by any person that has been authorized by the Client.

3. Subscription Fees

The Client shall pay the following fees for using the SCRIBOS 360 – Expert Authentication App:

- a) a one-time installation fee.
- b) an annual subscription fee payable in advance.

The exact amounts are set forth in the offer.

The functionalities of the services provided by SCRIBOS are described in the chart below.

SCRIBOS 360 – Expert Authentication App	
Experts	<ul style="list-style-type: none"> • Authentication via QR-Code • Report of suspicious scan • Expert login for additional features such as: <ul style="list-style-type: none"> • Batch scanning • Archive • SecretCode verification

Set-Up	<p>Standard Languages: EN, DE, FR, CN</p> <p>Possible adaptations:</p> <ul style="list-style-type: none">• Logo• Color scheme
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Exhibit 3: SCRIBOS 360 – B2B Ordering

SCRIBOS shall provide the SCRIBOS 360 – B2B Ordering according to the terms and conditions of this Exhibit 3.

1. SCRIBOS 360 – B2B Ordering

- 1.1. The provision of SCRIBOS 360 – B2B Ordering by SCRIBOS enables the Client to access the ordering platform via a web frontend. The ordering platform allows the ordering of SCRIBOS’ product markings and related services by the Client and by any supplier that has been authorized by the Client. In addition to this, a logged in user has access to an order overview on all orders done by all suppliers. The data can also be downloaded as an excel file. For designated Client experts with a special access it also provides in-depth analyses, statistics and reporting based on data generated by the SCRIBOS 360 Ordering database if Client subscribed to Exhibit 4 (SCRIBOS 360 – Analytics) as well as to SCRIBOS 360 – B2B Ordering.
- 1.2. Using SCRIBOS 360 – B2B Ordering is subject to the conclusion of an agreement between SCRIBOS and the Client relating to product markings. Should the Client already have concluded an agreement concerning product markings prior to the conclusion of the Agreement, the Client shall have access to SCRIBOS 360 – B2B Ordering only upon conclusion of the Agreement expressly including this Exhibit 3. The purchase of product markings itself does not give the right to use SCRIBOS 360 – B2B Ordering.

2. Frontends

- 2.1. The SCRIBOS 360 – B2B Ordering can be accessed through a webfrontend. The Client can request other APIs to SCRIBOS 360 – B2B Ordering by way of professional services.
- 2.2. The webfrontend for SCRIBOS 360 – B2B Ordering can be accessed by the Client’s authorized users and by any of the Client’s authorized suppliers.

3. Subscription Fees

The Client shall pay the following fees for using the SCRIBOS 360 – B2B Ordering:

- a) a one-time installation fee.
- b) an annual subscription fee payable in advance.

The exact amounts are set forth in the offer.

The functionalities of the services provided by SCRIBOS are described in the chart below.

SCRIBOS 360 – B2B Ordering	
All users	<ul style="list-style-type: none"> • Ordering functionality • Volume control based on allocated label volumes • Dashboard with most relevant information and a news ticker • Profile page • Info section providing relevant documents and FAQs for all users
Supplies	<ul style="list-style-type: none"> • Supplier access • History of own orders • Profile administration functionality • Account creation functionality

Experts	<ul style="list-style-type: none"> • 5 Experts accesses • Editing of news ticker • Dashboard with most relevant figures at a glance • Overview on all registered suppliers • History of all orders of all suppliers
Set-Up	<p>Standard Languages: EN, DE, FR, CN</p> <p>Possible adaptations:</p> <ul style="list-style-type: none"> • Logo • Color scheme

Exhibit 4: SCRIBOS 360 – Analytics

SCRIBOS shall provide SCRIBOS 360 - Analytics according to the terms and conditions of this Exhibit 4.

1. SCRIBOS 360 – Analytics

- 1.1. The provision of SCRIBOS 360 – Analytics by SCRIBOS enables the Client to access in-depth analyses, statistics and reporting based on data generated by the SCRIBOS 360 database. The user will receive automated monthly reports, alerts for specific events and concrete action recommendations.
- 1.2. Using SCRIBOS 360 – Analytics is subject to the conclusion of an agreement between SCRIBOS and the Client relating to product markings. Should the Client already have concluded an agreement concerning product markings prior to the conclusion of the Agreement, the Client shall have access to SCRIBOS 360 - Analytics only upon conclusion of the Agreement expressly including this Exhibit 4. The purchase of product markings itself does not give the right to use SCRIBOS 360 - Analytics.

2. Frontends

- 2.1. SCRIBOS 360 – Analytics can be accessed through a web frontend. The Client can request other APIs to SCRIBOS 360 - Analytics by way of professional services.
- 2.2. The web frontend for SCRIBOS 360 – Analytics can be accessed by the Client and by any person that has been authorized by the Client.

3. Subscription Fees

The Client shall pay the following fees for using the SCRIBOS 360 – Analytics:

- a) a one-time installation fee.
- b) an annual subscription fee payable in advance.

The exact amounts are set forth in the offer.

The functionalities of the services provided by SCRIBOS are described in the chart below.

If Client buys SCRIBOS 360 – Authentication (Exhibit 1) only:

	SCRIBOS 360 – Analytics
Experts	<ul style="list-style-type: none"> • Advanced filter functionality for statistics • Cluster Analysis • Detailed single label analysis • Monthly statistic PDF report • Automatic system alerts + admin tool • 1 Training Session
Set-Up	<p>Standard Languages: EN, DE, FR, CN</p> <p>Same logo and color scheme as defined for SCRIBOS 360 - Authentication</p>

If Client buys SCRIBOS 360 – B2B Ordering (Exhibit 3) only:

SCRIBOS 360 – Analytics	
Experts	<ul style="list-style-type: none"> • Account Analysis providing performance indicators for each supplier • Market insights providing marketing relevant figures derived from the check data • Automatic system alerts + admin tool • 1 Training Session
Set-Up	<p>Standard Languages: EN, DE, FR, CN</p> <p>Same logo and color scheme as defined for SCRIBOS 360 – B2B Ordering</p>

If Client buys SCRIBOS 360 – Authentication & B2B Ordering (Exhibit 1&3):

SCRIBOS 360 – Analytics	
Experts	<ul style="list-style-type: none"> • Advanced filter functionality for statistics • Cluster Analysis • Detailed single label analysis • Account Analysis providing performance indicators for each supplier • Market insights providing marketing relevant figures derived from the check data • Monthly statistic PDF report • Automatic system alerts + admin tool • 1 Training Session
Set-Up	<p>Standard Languages: EN, DE, FR, CN</p> <p>Same logo and color scheme as defined for SCRIBOS 360 – Authentication and SCRIBOS 360 – B2B Ordering</p>

Exhibit 5: SCRIBOS 360 - Grey Market Protection

SCRIBOS shall provide SCRIBOS 360 - Grey Market Protection according to the terms and conditions of this Exhibit 5.

1. SCRIBOS 360 – Grey Market Protection

- 1.1. The provision of SCRIBOS 360 – Grey Market Protection by SCRIBOS enables the Client to access live data on where the products of his suppliers end up in the market. He receives a powerful tool to detect and fight grey markets and secure price levels.
- 1.2. Using SCRIBOS 360 – Grey Market Protection is subject to the conclusion of an agreement between SCRIBOS and the Client relating to product markings. Should the Client already have concluded an agreement concerning product markings prior to the conclusion of the Agreement, the Client shall have access to SCRIBOS 360 - Grey Market Protection only upon conclusion of the Agreement expressly including this Exhibit 5. The purchase of product markings itself does not give the right to use SCRIBOS 360 - Grey Market Protection.

2. Frontends

- 2.1. SCRIBOS 360 – Grey Market Protection can be accessed through a web frontend. The Client can request other APIs to SCRIBOS 360 - Grey Market Protection by way of professional services.
- 2.2. The web frontend for SCRIBOS 360 – Grey Market Protection can be accessed by the Client and by any person that has been authorized by the Client.

3. Subscription Fees

The Client shall pay the following fees for using SCRIBOS 360 – Grey Market Protection:

- a) a one-time installation fee.
- b) an annual subscription fee payable in advance.

The exact amounts are set forth in the offer.

The functionalities of the services provided by SCRIBOS are described in the chart below.

	SCRIBOS 360 – Grey Market Protection
Experts	<ul style="list-style-type: none"> • Grey market statistics view including geo data • Overview on predefined regions • Assignment of predefined standard regions to label information by SCRIBOS • Overview on assigned regions (region is assigned to certain label information) • 1 Training Session
Set-Up	<p>Standard Languages:</p> <p>EN, DE, FR, CN</p> <p>Same logo and color scheme as defined for SCRIBOS 360 - Authentication</p>

Exhibit 6: SCRIBOS 360 – Customer Interaction

SCRIBOS shall provide SCRIBOS 360 – Customer Interaction according to the terms and conditions of this Exhibit 6.

1. SCRIBOS 360 – Customer Interaction

- 1.1. The provision of SCRIBOS 360 – Customer Interaction by SCRIBOS enables the Client to integrate standard Customer Interaction elements in connection with the online authentication process provided by SCRIBOS 360 - Authentication (Exhibit 1) and/or the ordering process provided by SCRIBOS 360 – B2B Ordering (Exhibit 3).
- 1.2. SCRIBOS provides the Client with the modules (listed below) selected by the Client in the Agreement. If a module is not selected by the Client, SCRIBOS shall not be obliged to provide such module to Client.
- 1.3. The Client is hereby expressly advised that lucky draws as per SCRIBOS 360 - Customer Interaction Module 5: Lucky Draw (Europe) and SCRIBOS 360 - Customer Interaction Module 6: Lucky Draw (China) must and shall be carried out independently by the Client at the Client's own responsibility. The organizer of the lucky draws shall exclusively be the Client and not SCRIBOS. SCRIBOS assumes no liability, representation, guarantee or warranty whatsoever for the execution, feasibility, content, quality, legal permissibility or effectiveness, result or success of the lucky draws. The Client shall in particular, without limitation, be solely and independently responsible for observing and implementing any and all legal, technical and other requirements applicable to the respective lucky draw considering its type, regional scope and target customer group including, without limitation, the publication of lawful terms and conditions of participation to the extent necessary and any geo-blocking restrictions.
- 1.4. Using SCRIBOS 360 – Customer Interaction is subject to the conclusion of an agreement between SCRIBOS and the Client relating to product markings. Should the Client already have concluded an agreement concerning product markings prior to the conclusion of the Agreement, the Client shall have access to SCRIBOS 360 - Customer Interaction only upon conclusion of the Agreement expressly including this Exhibit 6. The purchase of product markings itself does not give the right to use SCRIBOS 360 - Customer Interaction.

2. Frontends

- 2.1. SCRIBOS 360 – Customer Interaction can be accessed through a web frontend. The Client can request other APIs to SCRIBOS 360 - Customer Interaction by way of professional services.
- 2.2. The web frontend for SCRIBOS 360 – Customer Interaction can be accessed by the Client and by any person who is in possession of a SCRIBOS product marking registered by the Client.

3. Subscription Fees

The Client shall pay the following fees for using the SCRIBOS 360 – Customer Interaction:

- a) a one-time installation fee.
- b) an annual subscription fee payable in advance (not applicable for Module 5: Lucky Draw (Europe) and Module 6: Lucky Draw (China)).

The exact amounts are set forth in the offer.

The functionalities of the services provided by SCRIBOS are described in the chart below.

SCRIBOS 360 - Customer Interaction Module 1: Product Information

SCRIBOS 360 – Product Information	
Public	<ul style="list-style-type: none"> Product information text on answer page Product image on answer page
Experts	<ul style="list-style-type: none"> Additional product details on answer page Upload of additional product information
Set-Up	<p>Standard languages: EN, DE, FR, CN</p> <p>Same logo and color scheme as defined for SCRIBOS 360 - Authentication</p>

SCRIBOS 360 - Customer Interaction Module 2: Customer Survey

SCRIBOS 360 – Customer Survey	
Public	<ul style="list-style-type: none"> Display of a customized set of questions Different answer options (open, multiple choice, ...)
Experts	<ul style="list-style-type: none"> Statistics on survey results
Set-Up	<p>Standard languages: EN, DE, FR, CN</p> <p>Same logo and color scheme as defined for SCRIBOS 360 – Authentication and/or SCRIBOS 360 – B2B Ordering</p>

SCRIBOS 360 - Customer Interaction Module 3: Cross Selling

SCRIBOS 360 – Cross Selling	
Public	<ul style="list-style-type: none"> Display of product information + image of relevant cross selling products Link to corresponding shop page
Experts	<ul style="list-style-type: none"> Upload of information on cross selling products
Set-Up	<p>Standard languages: EN, DE, FR, CN</p> <p>Same logo and color scheme as defined for SCRIBOS 360 – Authentication</p>

SCRIBOS 360 - Customer Interaction Module 4: Store Finder

SCRIBOS 360 – Store Finder	
Public	<ul style="list-style-type: none"> • Display of closest shops where scanned product is available • Routing to chosen shop
Experts	<ul style="list-style-type: none"> • Integration of up to 250 locations based on store addresses and corresponding geolocation provided by the customer
Set-Up	<p>Standard languages:</p> <p>EN, DE, FR, CN</p> <p>Same logo and color scheme as defined for SCRIBOS 360 – Authentication</p>

SCRIBOS 360 - Customer Interaction Module 5: Lucky Draw (Europe)

SCRIBOS 360 – Lucky Draw: Europe	
Public	<ul style="list-style-type: none"> • One out of 5 standard winning game scenarios • Double opt-in • Contact data form • Placeholder for Terms and Conditions
Experts	<ul style="list-style-type: none"> • Statistical data on participations • CSV download of personal data of participants • 125.000 participations included • Purchase & fulfillment of prizes
Set-Up	<p>Standard languages:</p> <p>EN, DE, FR</p> <p>Same logo and color scheme as defined for SCRIBOS 360 – Authentication</p>

SCRIBOS 360 - Customer Interaction Module 6: Lucky Draw (China)

SCRIBOS 360 – Lucky Draw: China	
Public	<ul style="list-style-type: none"> • Wheel of fortune winning game scenario • Contact data form • Placeholder for Terms and Conditions
Experts	<ul style="list-style-type: none"> • CSV download of personal data of participants • Unlimited participations
Set-Up	<p>Standard languages:</p> <p>CN</p>

	Same logo and color scheme as defined for SCRIBOS 360 – Authentication
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Exhibit 7: SCRIBOS 360 – ScanFIRST Mobile App

SCRIBOS shall provide SCRIBOS 360 – ScanFIRST mobile App according to the terms and conditions of this Exhibit 7.

1. SCRIBOS 360 – ScanFIRST Mobile App

- 1.1. The provision of SCRIBOS 360 – ScanFIRST Mobile App by SCRIBOS enables the Client to scan SCIBOS product markings with a unique ID, enter additional data and upload the information to the SCRIBOS 360 database.
- 1.2. Using SCRIBOS 360 – ScanFIRST App is subject to the conclusion of an agreement between SCRIBOS and the Client relating to product markings. Should the Client already have concluded an agreement concerning product markings prior to the conclusion of the Agreement, the Client shall have access to SCRIBOS 360 – ScanFIRST App only upon conclusion of the Agreement expressly including this Exhibit 7. The purchase of product markings itself does not give the right to use SCRIBOS 360 – ScanFIRST App.

2. Mobile Application

- 2.1. SCRIBOS 360 – ScanFIRST App is available as a native Android or iPhone App. The Client can request one or both SCRIBOS 360 – ScanFIRST Apps by way of professional services.
- 2.2. The SCRIBOS 360 – ScanFIRST App can be accessed by the client and by any person who is in possession of a valid login and has been authorized by the Client.

3. Subscription Fees

The Client shall pay the following fees for using the SCRIBOS 360 – ScanFIRST App:

- a) a one-time installation fee.
- b) an annual subscription fee payable in advance.

The exact amounts are set forth in the offer.

The functionalities of the services provided by SCRIBOS are described in the chart below.

	SCRIBOS 360 – ScanFIRST Mobile App
Experts	<ul style="list-style-type: none"> • Scan SCRIBOS product markings with a QR code and a unique ID • Input additional data via free text, dropdown or scanning of a code • Store and/or upload the data to the SCRIBOS 360 database of the Client
Set-Up	<p>Standard languages: EN, DE, FR, CN</p> <p>Possible adaptations: Same logo and color scheme as defined for SCRIBOS 360 - Authentication</p>

Exhibit 8: SCRIBOS 360 – Campaign Manager

SCRIBOS shall provide SCRIBOS 360 – Campaign Manager according to the terms and conditions of this Exhibit 8.

1. SCRIBOS 360 – Campaign Manager

- 1.1. SCRIBOS 360 – Campaign Manager enables the Client to plan and perform marketing campaigns (e.g. lucky draw, discount campaign). The integrated promotion buttons can be customized and targeted individually
- 1.2. The Client is hereby expressly advised that the marketing campaigns must and shall be carried out independently by the Client at the Client's own responsibility. The organizer of the marketing campaigns shall exclusively be the Client and not SCRIBOS. SCRIBOS assumes no liability, representation, guarantee or warranty whatsoever for the execution, feasibility, content, quality, legal permissibility or effectiveness, result or success of the marketing campaigns. The Client shall in particular, without limitation, be solely and independently responsible for observing and implementing any and all legal, technical and other requirements applicable to the respective marketing campaign considering its type, regional scope and target customer group including, without limitation, the publication of lawful terms and conditions of participation to the extent necessary and any geo-blocking restrictions.
- 1.3. Using SCRIBOS 360 – Campaign Manager is subject to the conclusion of an agreement between SCRIBOS and the Client relating to product markings. Should the Client already have concluded an agreement concerning product markings prior to the conclusion of the Agreement, the Client shall have access to SCRIBOS 360 – Campaign Manager only upon conclusion of the Agreement expressly including this Exhibit 8. The purchase of product markings itself does not give the right to use SCRIBOS 360 – Campaign Manager.

2. Frontends

- 2.1. SCRIBOS 360 – Campaign Manager can be accessed through a web frontend. The Client can request other APIs to SCRIBOS 360 – Campaign Manager by way of professional services.
- 2.2. The web frontend for SCRIBOS 360 – Campaign Manager service can be accessed by the Client and by any person who is in possession of a SCRIBOS product marking registered by the Client.

3. Subscription Fees

The Client shall pay the following fees for using SCRIBOS 360 – Campaign Manager:

- a) a one-time installation fee and
- b) an annual subscription fee payable in advance.

The exact amounts are set forth in the offer.

The functionalities of the services provided by SCRIBOS are described in the chart below.

	SCRIBOS 360 – Campaign Manager: Product Information
All users	<ul style="list-style-type: none"> • Individual set-up of marketing campaigns • Promotion buttons predefined for certain target groups
Experts	<ul style="list-style-type: none"> • Set-up of promotion buttons

	<ul style="list-style-type: none"> • Design of promotions buttons: language, size, color, icons and links • Predefinition of label parameters • Planning of campaigns for certain time periods • Planning of campaigns for certain countries/regions • Overview of all planned, on-going and past campaigns • Live view of all running campaigns
<p>Set-Up</p>	<p>Standard languages: EN, DE, FR, CN</p> <p>Same logo and color scheme as defined for SCRIBOS 360 - Authentication</p>