



STRIVECAST

SHAPING THE FUTURE OF MEDIA DELIVERY

GENERAL TERMS AND CONDITIONS

These Terms and Conditions (this “Agreement”) sets forth the terms and conditions pursuant to which StriveCast Media GmbH (“StriveCast”) provides to Customer (as defined in the SOF) the Services (as defined in Section 1 below) and Customer uses and accesses the StriveCast Platform and StriveCast Network (as defined in Section 1 below). This Agreement is incorporated into and governs the attached Service Order Form (the “SOF”) executed by StriveCast and Customer. Acceptance of the SOF or Customer’s use of or access to the Services and/or the StriveCast Platform shall constitute Customer’s unconditional acceptance of this Agreement. This Agreement shall be effective upon the earlier of the date listed on the SOF or the date of Customer’s first use of the Services and/or the StriveCast Platform (the “Effective Date”).

1. Services

- 1.1. **Services; StriveCast Platform.** Pursuant to the terms and conditions of this Agreement, StriveCast shall, during the Term (as defined in Section 2 below): (i) perform the services specified in the SOF (the “Services”); and (ii) provide Customer access to and use of StriveCast’s proprietary peer-to-peer streaming technology (the “StriveCast Platform”) to transmit, receive or use Customer Content (as defined in Section 4.3 below) over StriveCast’s technology-enabled network (the “StriveCast Network”).
- 1.2. **Scope of the Services.** StriveCast will make all reasonable efforts to provide the Services, the StriveCast Platform and the StriveCast Network error free or uninterrupted, however Customer is aware and accepts that this may not be possible at all times. The (i) streaming content; (ii) Internet capacity; (iii) Internet services provided or controlled by third parties; and (iv) the viewer’s hardware or equipment are outside the scope of the Services, the StriveCast Platform or the StriveCast Network.
- 1.3. **Important information about restricted streams.** Customer acknowledges that any possible agreed limitations of audience restriction to Customer’s streaming services, such as restriction to certain geographical areas, will be tentatively achieved using standard limitation methods. Customer is aware and accepts that these standard limitation methods might not always work as intended, can be bypassed as well as unintentionally exclude authorized users and are not error-free nor secure. StriveCast is not responsible to ensure that the standard limitation methods work as intended or that audience is not bypassed or unintentionally excluded by such geographical limitations.
- 1.4. **StriveCast recommendations.** Customer shall ensure that it complies with the StriveCast Dashboard (<https://portal.strivecast.com>), online documentation (<https://docs.strivecast.com/knowledge>), technical bulletins, technical guidebook and

other recommendations made by StriveCast, to ensure a high-quality and robust streaming service (collectively, the “StriveCast Recommendations”).

2. **Term and Renewal.** This Agreement shall become effective as of the Effective Date and remain in effect until the initial term specified in the SOF (the “Initial Term”). Upon expiration of the Initial Term, if not stated otherwise in the SOF, the SOF will automatically renew for one (1) year (the “Renewal Term” and together with the Initial Term, the “Term”) unless and until either party terminates the SOF, at least thirty (30) days prior to the expiration of the Initial Term or a Renewal Term. If this Agreement is terminated pursuant to Section 9 hereof, the SOF shall be deemed terminated as of the date of termination of this Agreement, but subject to the provisions of Section 9.

3. **Charge, Pricing, and Payment Terms.**
 - 3.1. **Charges; payment terms.** StriveCast’s charges for the Services and the related committed data levels for Customer are as set forth in the SOF. StriveCast shall invoice Customer for the committed Monthly Recurring Charges (“MRC”) and/or Non-Recurring Charges (“NRC”) whether or not Customer actually utilizes the Services and/or deliverables to which such charges apply.
 - 3.1.1. All MRC and NRC are invoiced on the first day of the calendar month in which the Services and committed data levels are to be provisioned and delivered.
 - 3.1.2. Any other Additional Usage Charges (“AUC”) and/or charges for additional support services not included in the agreed-upon or subscribed-to support service as set forth in the SOF will be invoiced on the first day of the month following the month in which the AUC or additional support were provided.
 - 3.1.3. All invoices are due thirty (30) days from the invoice date.
 - 3.2. **Conditions related to taxation and other deductions.** Charges and all other payments payable by Customer under this Agreement shall be made without any deduction, set-off or counterclaim and, except to the extent the relevant claims are undisputed, have been recognized by final judgement of a court, or as required by any law or regulation, free and clear of any deduction or withholding on account of any tax, duty or other charges of whatever nature imposed by any taxing or governmental authority. If Customer is required by any law or regulation to make any such deduction or withholding Customer shall, together with the relevant payment of the Monthly Recurring Charges (“MRC”), pay such additional amount as will ensure that StriveCast actually receives and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required.
 - 3.3. **Late payment.** In the event of a late payment evaluated in accordance with Section 3.1.3, then Customer shall pay StriveCast a late payment charge equal to 9 percentage points above the ECB basic rate of interest per year (or the highest rate permitted by law, if lower), together with all costs and expenses, including reasonable attorney fees, incurred by StriveCast in collecting such overdue amounts. In the event Customer fails to pay amounts due after StriveCast has sent Customer written notification of the late payment,

StriveCast is entitled to notify Customer and discontinue the Services until payment has been made in accordance with the procedure established in Section 10.

3.4. **Invoices and payment method.** Invoices are issued electronically and will be forwarded by e-mail. No banking fees are to be deducted from the amounts due. The agreed payment method stated on the SOF must be used:

3.4.1. **Credit Card Subscription:** If applicable, Customer shall subscribe to automatic payments on the StriveCast payment portal to start the agreed Services at <https://portal.strivecast.com/account/billing>. Customer agrees to keep the Credit Card subscription current at all times. Customer understands and accepts that by selecting “Add Billing Details” StriveCast is permitted to charge Customer for the agreed and provisioned Services on a monthly recurring basis by drawing the actual monthly amount on the subscribed Credit Card.

3.4.2. **Wire Transfer:** If applicable, Customer to arrange payment to the StriveCast Bank account stated on the invoice.

3.4.3. **Direct debit:** If applicable, to be set-up directly from Customers bank.

4. **Protection of content and intellectual property rights.**

4.1. **StriveCast Property.** StriveCast and its licensors retain all right, title and interest in and to the Services, the StriveCast Network, the StriveCast Platform, and all intellectual property right thereto (collectively, the “StriveCast Property”). This Agreement does not provide Customer with any rights to the StriveCast Property or any copies thereof except as expressly set forth hereunder. The StriveCast Property specifically excludes Customer Content (as defined in Section 4.3 below).

4.2. **Usage rights.** StriveCast grants to Customer a worldwide, non-exclusive, non-sublicensable and non-transferable right to use the StriveCast Property during the Term solely for Customer’s business operations and in accordance with the terms and conditions of the Agreement

4.3. **Restrictions on use of StriveCast Property.** Customer shall not (and shall not permit any employee, contractor, end user or other third party to): (i) use or access the StriveCast Property except as expressly permitted hereunder or as instructed by the StriveCast Recommendations; (ii) reverse engineer, decompile, disassemble, translate, convert, or apply any procedure or process to the StriveCast Platform in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code of such StriveCast Platform or any trade secret information or process contained in such StriveCast Platform; (iii) use the StriveCast Platform in a software as a service or service bureau environment or for the benefit of third parties; (iv) use, reproduce, distribute, or sublicense the StriveCast Platform except as expressly permitted hereunder; or (v) modify or create derivative works of the StriveCast Platform; unless as expressly permitted under applicable law.

- 4.4. **Customer Content.** Customer and its licensors retain all right, title and interest in and to the Customer Content and all intellectual property right thereto. This Agreement does not provide StriveCast with any rights to the Customer Content except as expressly set forth hereunder. “Customer Content” means all content and data (including but not limited to audio, graphics, text, and video) that Customer or any of its affiliates and their respective customers and users transmit, receive or use through the StriveCast Network or in connection with the Services.
- 4.5. **License to Customer Content.** Customer hereby grants to StriveCast a worldwide, fully paid-up, royalty-free, non-transferable license, during the Term, to make copies of, stream and publicly display the Customer Content solely to provide the Services and to otherwise fulfill its obligations hereunder. For purposes of clarity, the Customer Content will not be stored on any StriveCast servers except as needed to deliver the Services.
5. **Customer’s representations and warranties.** Customer represents and warrants to StriveCast that: (i) Customer owns and shall own all right, title, and interest in the Customer Content or possesses or shall possess all legally valid rights in the Customer Content necessary for the uses of the Customer Content contemplated by this Agreement; (ii) Customer complies with applicable data protection law, in particular that Customer has obtained the required declarations of consent from viewers (where necessary); and (iii) the Customer Content does not infringe the intellectual property rights of third parties. StriveCast reserves the right to suspend Customer’s use of the Services if StriveCast has been imposed to suspend the Services by a legal authority or informed that Customer has transmitted, received, posted, stored or displayed any Customer Content or other material which may result in a violation of (a) intellectual property rights of third parties or (b) any applicable federal, state, common, or international laws or regulations, including the laws or regulations of any relevant foreign jurisdiction in connection with the provision of Services hereunder.
6. **StriveCast’s representations and warranties.** StriveCast represents and warrants that it has the full power and authority to enter into this Agreement and to fully perform its respective obligations settled herein and that StriveCast will provide the Services, the StriveCast Platform and the StriveCast Network in a professional and workmanlike manner so as to comply in all material respects with the provisions of this Agreement. StriveCast’s statutory warranty obligations regarding defects in material and title of the Services, the StriveCast Platform and the StriveCast Network shall be limited as follows:
- 6.1. At no additional cost to Customer, StriveCast will use commercially reasonable efforts to correct any defect provided that Customer promptly notifies StriveCast in writing (e-mail sufficient) outlining the specific details upon detection, and if such efforts are unsuccessful, then Customer may terminate the affected Services, StriveCast Platform or StriveCast Network in accordance with Section 9. Customer’s statutory right in respect of rebating MRC and NRC shall in any event be limited to reimbursement in accordance with the provisions on unjust enrichment.
- 6.2. If and to the extent any Services qualify as services under contracts for works (if any) StriveCast will provide Services conforming in all material aspects to the description of the Services in the SOF. StriveCast shall have the right to make two attempts to remedy any defect within reasonable remedy periods in each case. In case StriveCast’s efforts to remedy the defect should fail after the second attempt, Customer shall have the right to proportionally rebate the fees paid or payable for such part of the Services which are

defective or, following a final warning, to rescind from such defective parts of the Services. In case of StriveCast's partial performance Customer may only rescind from the entire Agreement if Customer has no interest in the partial performance. If StriveCast has provided Services which are not in accordance with the Agreement Customer may only rescind from the Agreement if the breach is material.

6.3. Customer's right to claim damages under Section 11 remains unaffected.

6.4. Any claims based on defects are subject to a limitation period of one (1) year as of the statutory begin of the limitation period. The foregoing shall not apply in the cases of unlimited liability as set out in Section 11.2, in which case the statutory provisions of statute of limitations shall apply without limitation.

7. **Confidential Information.** During and after the term, each party receiving Confidential Information (as defined below) (the "Receiving Party") from the other party (the "Disclosing Party") may use such Confidential Information solely for the performance of its obligations or exercise of its rights hereunder, and may not disclose such Confidential Information to any third party, without the prior consent in writing of the Disclosing Party. "Confidential Information" means all information disclosed by one party to the other party hereunder during the Term to the extent that either: (i) if tangible, the information is marked as confidential at the time of disclosure, or (ii) if, considering the nature of the information and circumstances of its disclosure, a reasonable person would understand it to be confidential. All non-public information regarding the StriveCast Property and StriveCast's business and technology development plans, and all know-how or other proprietary information of StriveCast and its licensors are the Confidential Information of StriveCast and not Customer. Notwithstanding the foregoing, "Confidential Information" shall not include any information to the extent: (A) it is or becomes generally known to the public through no fault of the Receiving Party; (B) it is rightfully in the Receiving Party's possession at the time of disclosure without an obligation of confidentiality; (C) it is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (D) it is rightfully obtained by the Receiving Party from a third party without restriction on use or disclosure. The above obligations shall not prohibit the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent it is required to do so by applicable law or regulation, or a valid order of a court or other governmental body having jurisdiction; provided that the Receiving Party gives the Disclosing Party reasonable prior written notice of such disclosure, to the extent permitted by applicable law and regulation and otherwise practicable, and uses reasonable efforts to obtain, or to assist the Disclosing Party in obtaining, a protective order limiting further disclosure.

8. **Publicity and trademarks.** Customer may use, in advertising or publicity, the name of StriveCast and its affiliates or any trade name, trademark, service mark, logo or symbol of StriveCast or its affiliates, except names of any of its directors, officers, managers, employees, consultants or agents and with the express prior written consent of StriveCast, such consent not to be unreasonably withheld. Any logos, brands, etc. of Customer will not be used by StriveCast, except in StriveCast marketing and promotional materials, which can include information about Customer and the Customer Content, showing Customer's logo and the Customer Content for demonstration purposes on any digital or printed support material of any kind, such as on the homepage of the StriveCast website (www.strivecast.com). Neither party grants any rights in any trademark, trade name, service mark, business name or goodwill of the other except as expressly permitted hereunder or by separate written agreement of the parties.

9. **Termination.**

9.1. **Termination for breach.** Either party may terminate this Agreement in the event that the other party is in material breach of its obligations under this Agreement and such breach remains uncured for a period of twenty (20) days following written notice of breach. In the event this Agreement is terminated as provided in this Subsection, the non-breaching party's sole remedy shall be its election to terminate the Agreement without further liability by either party to the other except as otherwise provided elsewhere in this Section 9. The parties' right to claim damages under Section 11 shall remain unaffected.

9.2. **Termination upon insolvency.** This Agreement shall terminate, effective upon delivery of written notice by a party: (i) upon the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts of the other party; (ii) upon the making of an assignment for the benefit of creditors by the other party; or (iii) upon the dissolution of the other party.

9.3. **Termination for cause.** The parties' statutory right to terminate for cause remains unaffected.

9.4. **Termination fee.** If, during the Term, the Services are terminated pursuant to an uncured default by Customer in accordance with Subsection 9.1 above, or if Customer cancels the Services for convenience at any time after the Effective Date, Customer agrees to pay to StriveCast: (a) all fees for unpaid Services accrued as of the cancellation date; plus (b) one hundred percent (100%) of monthly recurring charges remaining in the Term for up to twelve (12) months; and fifty percent (50%) of monthly recurring charges for months remaining in the Term in excess of twelve (12) months. Customer's right to prove that StriveCast has incurred less or no damages remains unaffected.

9.5. **Effect of termination.** The provisions of Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 20 shall survive termination of this Agreement. All other rights and obligations of the parties shall cease upon termination of this Agreement. The term of any rights to the StriveCast Property granted hereunder shall expire upon expiration or termination of this Agreement.

10. **Suspension of Services.** StriveCast reserves the right to suspend no later than two (2) days after notice Customer's access to the Services and the StriveCast Platform in case of not complying with the charges, pricing and payment terms as they appear outlined in Section 3 of this Agreement and in the related SOF. In case of suspension of Customer's access to the Services and the StriveCast Platform under Section 9.1, StriveCast may reactivate such access if the reasons motivating the suspension are subsequently satisfied. Notwithstanding any suspension of Customer's access to the Services under this Section 10, Customer will remain obliged to pay the agreed remuneration during the period of suspension. Subject to Section 11, StriveCast will not accept any liability for expenses or damages incurred during the period where Services are suspended.

11. **Limitation of liability.**

11.1. **Limitation of liability.** Subject to the provisions in Section 11.2, StriveCast's statutory

liability for damages shall be limited as follows:

- 11.1.1. StriveCast shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the Agreement in respect of damages caused by a slightly negligent breach of a material contractual obligation (i.e. a contractual duty the fulfilment of which is essential for the proper execution of the Agreement, the breach of which endangers the purpose of the Agreement and on the fulfilment of which Customer regularly relies);
- 11.1.2. StriveCast shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.
- 11.2. **Mandatory liability.** The aforesaid limitation of liability shall not apply to any mandatory statutory liability (in particular to liability under the German Product Liability Act), liability for assuming a specific guarantee or liability for damages caused by willful misconduct or gross negligence, or any kind of willfully or negligently caused personal injuries.
- 11.3. **Indirect damages.** Except with respect to (A) a breach of Section 7 (Confidential Information), (B) its indemnification obligations under Section 12 (Indemnification) or (C) mandatory liability as set out in Section 11.2, under no circumstances shall StriveCast be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary loss or damage whether or not such loss or damage is caused by the fault or negligence of StriveCast, its employees, agents or contractors, including without limitation damages or loss of a “commercial” nature such as, but not limited to, loss of profits, revenue or data, even if StriveCast has been advised of the possibility of such damages. The foregoing limitation shall not apply if the loss or damage is caused by StriveCast’s gross negligence or willful misconduct.
- 11.4. **Liability cap.** Except with respect to (A) a breach of Section 7 (Confidential Information), (B) its indemnification obligations under Section 13 (Indemnification) or (C) mandatory liability as set out in Section 11.2, it is expressly agreed that the aggregate liability of StriveCast with respect to any claims, arising out of or related to this Agreement shall not exceed fifty percent (50%) of the fees charged for the previous twelve (12) months. The foregoing limitation shall not apply if the loss or damage is caused by StriveCast’s gross negligence or willful misconduct.
- 11.5. **StriveCast personnel.** To the extent StriveCast's liability is limited or excluded, the same shall apply in respect of any personal liability of StriveCast's affiliates, officers, directors, shareholders, employees, or agents.
- 11.6. **Force Majeure.** No party shall be liable for any delays or failure to perform its obligations under this Agreement resulting from any cause beyond its reasonable control provided that the party affected shall use reasonable endeavors to resume the performance of its obligations under this Agreement as soon as practicable after the force majeure conditions causing such delays or failure have ceased.

12. **Indemnification.**

12.1. **By StriveCast.** StriveCast shall defend, indemnify, and hold harmless Customer, its officers, directors, employees, and agents (each a “Customer Indemnitee”) from and against any damages, liabilities, costs and expenses (including attorneys' reasonable fees) (collectively “Damages”) arising out of any actual or threatened claim by any third party to the extent due to or based on StriveCast’s performance of the Services, or the StriveCast Platform, infringing the intellectual property rights of any third party (other than to the extent based on the Customer Content or Customer’s use of the StriveCast Property in a manner that violates this Agreement). StriveCast’s obligations under this Section 12 will not apply with respect to any claim of infringement to the extent based on or attributable to (a) any modification to the StriveCast Platform by any person other than StriveCast; (b) the use of the StriveCast Platform combined with other software or hardware by any other person other than StriveCast; and/or (c) use of the StriveCast Platform other than in accordance with this Agreement.

12.2. **By Customer.** Customer shall defend, indemnify, and hold harmless StriveCast, its officers, directors, employees, and agents (each a “StriveCast Indemnitee”) from and against any Damages arising out of any actual or threatened claim by any third party based on: (i) the Customer Content (other than to the extent due to StriveCast’s performance of the Services or use of the StriveCast Platform in accordance with this Agreement); (ii) culpable breach of Customer’s representations and warranties under Section 5; or (iii) Customer’s use of the StriveCast Property in a manner that culpably violates this Agreement.

12.3. **Procedures.** As conditions of the indemnification obligations above: (a) the applicable Indemnitee will provide the indemnifying party (the “Indemnitor”) with prompt written notice of any claim for Damages for which indemnification is sought (provided that failure to so notify will not remove the Indemnitor’s indemnification obligations except to the extent it is prejudiced thereby), (b) the Indemnitee will permit the Indemnitor to control the defense and settlement of such claim for Damages to the extent permitted by applicable law, and (c) the Indemnitee will reasonably cooperate with the Indemnitor. In defending any claim for Damages, the Indemnitor shall use counsel reasonably satisfactory to the other party. The Indemnitor shall not settle or compromise any such Claim or consent to the entry of any judgment without the prior written consent of the other party (not unreasonably withheld).

13. **Independent contractor.** The relationship of StriveCast and Customer established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other; (ii) deem the parties to be acting as partners, joint-ventures, co-owners or otherwise as participants in a joint undertaking; or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

14. **Notices.** Any notice, request or any other communication given or made under this Agreement shall be in writing (e-mail sufficient).

15. **Assignment.** This Agreement shall be binding upon and inure to the benefit of each party and their respective successors and assigns. Neither party shall be entitled to assign this Agreement without

prior written permission of the other party except that StriveCast may freely assign or transfer the Agreement to 1) an affiliated company or 2) any third party in connection with a sale of the majority or all of StriveCast's activities to said third party.

16. **Third-party beneficiaries.** This Agreement is solely for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or remedies on any other person or entity.
17. **Entire agreement and waiver.** This Agreement and the SOF shall constitute the entire agreement between StriveCast and Customer with respect to the subject matter hereof and all prior agreements, representations, and statements with respect to such subject matter are superseded hereby. The terms of this Agreement shall control in the event of any inconsistency with the terms of the SOF. This Agreement and the SOF may be changed only by written agreement signed by both StriveCast and Customer. No failure of either party to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches, and the waiver of any breach shall not act as a waiver of subsequent breaches.
18. **Severability.** In the invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
19. **Customer support obligations.** Customer shall, at its own cost, provide all the necessary support to integrate with StriveCast Platform or StriveCast Network. StriveCast can provide services, paid or non-paid, to assist in the integration.
20. **Governing law.** These terms and conditions shall be governed by and construed in accordance with the laws of Germany. The courts of Düsseldorf shall have exclusive jurisdiction over any disputes arising from or in connection with this Agreement.