

Orbitype Terms of Service

These Subscription Terms and Conditions ("Terms"), and any Order incorporated herein (collectively, the "Agreement") are entered into between Webentertainer GmbH ("Orbitype", "Service Provider") and the Subscriber, User, or Sponsor identified in the applicable Order (each a "Party" and collectively, the "Parties"). These Terms are effective as of the Order Effective Date.

1. PROVISION OF THE SERVICE

1.1. Orbitype Service. Orbitype provides a proprietary platform service designed to allow subscribers to manage digital content, data, and workflows effectively (the "Service"), as further described in the then-current version of any technical documentation provided to Subscriber by Orbitype or available on Orbitype's website ("Documentation"). The Service is provided on a subscription basis for the Subscription Term.

1.2. Access to the Service. Subject to Subscriber's compliance with the terms and conditions herein (including any Order), Orbitype hereby grants to Subscriber a limited, revocable, non-exclusive, non-transferable right for Permitted Users (as defined below) to access and use the Service solely for Subscriber's internal business purposes, during the Subscription Term (defined in Section 4.1). A "Permitted User" shall mean (a) an employee or independent contractor of Subscriber or (b) a Subscriber affiliate, provided that Subscriber will be jointly and severally liable with such affiliate for all acts and omissions of each Subscriber affiliate while using the Service.

1.3. Permitted Users. Subscriber shall ensure that each Permitted User agrees to abide by the terms and conditions herein. Subscriber is responsible for all Permitted Users' access to and use of the Service, and all use of Subscriber's account or log-in credentials. Subscriber is responsible for maintaining the confidentiality of all usernames, passwords, and other log-in credentials used to access or use the Service. Account sharing is strictly prohibited to ensure security and compliance with these Terms.

1.4. Separate Affiliate Ordering. Subject to the Parties executing a mutually agreed-upon Order, Subscriber affiliates may purchase access to the Service, hosted on a separate instance, by signing an Order that references these Terms directly with

Orbitype (or a Webentertainer GmbH affiliate, as applicable to Subscriber affiliate's location), which will establish a new and separate agreement between the Subscriber affiliate and the Orbitype entity signing such Order. If such Subscriber affiliate resides in a different country than Subscriber, such Subscriber affiliate's Order may include modifications particular to international transactions (e.g., tax rates and governing law).

1.5. Restrictions. Subscriber shall not (and shall not allow any Permitted User to): (a) use the Service in a manner that violates any applicable laws; (b) grant third parties permission to use the Service (except Subscriber affiliates in accordance with Section 1.3 above) or resell, transfer, pledge, lease, rent, or share Subscriber's rights under these Terms; (c) modify, remove or amend Orbitype's trademarks, name, or logo; (d) update, reproduce, duplicate, or copy all or any part of the Service; (e) use the Service for the benefit of any third party, or to develop or market any product, software, or service that is functionally similar to or derivative of the Service, or for any other purpose not expressly permitted herein; (f) access or attempt to access any of Orbitype's systems, programs, or data that are not made available for public use, or attempt to bypass any of the Service's security and traffic management devices; or (g) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code, object code, or underlying ideas, structure, know-how, algorithms, file formats, or programming or interoperability interfaces relevant to the Service or any software, documentation, or data related to the Service by any means whatsoever.

2. OWNERSHIP

2.1. Subscriber Data. "Subscriber Data" means electronic data and information submitted by or on behalf of Subscriber to the Service or collected and processed by or on behalf of Subscriber using the Service. As between the Parties, except for the limited rights provided herein, Subscriber retains all right, title, and interest (including any and all intellectual property rights) in and to the Subscriber Data as provided to Orbitype. Subscriber hereby grants to Orbitype a non-exclusive, worldwide, royalty-free right to use, copy, process, store, transmit, distribute, perform and display, modify and create derivative works of the Subscriber Data to the extent necessary to provide the Service and to comply with applicable laws.

2.2. Orbitype Technology. Subscriber acknowledges that it is obtaining only a limited right to use the Service on a hosted basis. As between Subscriber and Orbitype,

Orbitype and its suppliers or licensors exclusively own all rights, title, and interest in the patents, copyrights (including rights in derivative works), trademarks or service marks, trade secrets, and other intellectual property embodied by, or contained in and to the Service, including any and all related and underlying software, databases, technology, and all copies, modifications, and derivative works thereof, the documentation, and all system performance data and machine learning models, including machine learning algorithms, data used for optimization and services improvement, and the results and output of such machine learning (collectively, "Orbitype Technology"). Orbitype Technology is protected by copyright, trade secret, patent, and other intellectual property laws, and all rights in the Orbitype Technology not expressly granted to Subscriber in these Terms are reserved.

2.3. Feedback. Any suggestions, comments, or feedback provided by Subscriber regarding the Service ("Feedback") may be used by Orbitype to improve or enhance the Service without any compensation or acknowledgement to Subscriber. Subscriber hereby grants Orbitype a worldwide, irrevocable, perpetual, sublicensable, and royalty-free license to incorporate and use any Feedback in connection with the Service and any of Orbitype's other products and services.

3. FEES AND PAYMENT

3.1. Fees. All fees are as set forth in the Order. Except as otherwise agreed in an Order, fees and expenses shall be due and payable upon the Order Effective Date. Orbitype may reasonably increase the fees each quarter after the Initial Term, by providing Subscriber notice thereof at least thirty (30) days before the start of such Renewal Term, unless otherwise provided in the Order. Platform usage fees, including charges for metered billing (e.g., database usage, S3 storage, API requests, and other platform resources), will be calculated and invoiced at the end of each monthly billing cycle. Orbitype reserves the right, based on the trust level of the Subscriber, to issue invoices in advance when usage limits approach trust-related thresholds. This enables immediate billing for platform usage before exceeding predefined limits. Subscribers with lower trust levels may see earlier billing requirements to ensure the continuity of their service. Subscriber is responsible for ensuring that a valid payment method is provided and maintained to cover all usage costs. Any late payments shall be subject to an interest rate equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. Additionally, if payment is overdue for more than fifteen (15) days, the full outstanding balance for the remaining Subscription Term will become due

immediately. All pricing terms in an Order are confidential, and the Subscriber agrees not to disclose them to any third party. Without limiting any of its other rights in law or equity, subject to Section 4.3 herein, in the event any fees are past due, Orbitype may suspend its obligations under these Terms and Subscriber's access to the Service.

3.2. Taxes. All amounts due under any Order are non-cancellable, non-refundable, and exclusive of all sales, use, excise, service, value added, or other taxes, duties and charges of any kind. Unless Subscriber timely provides Orbitype with a valid certificate of exemption, Subscriber shall be solely responsible for all such taxes, duties, and charges (except for taxes imposed on Orbitype's income), which may be invoiced by Orbitype from time to time. Subscriber will indemnify, defend, and hold Orbitype harmless from any such taxes, fines, or interest owed by Subscriber under these Terms, any Order, or applicable law.

3.3. Payment Method. Subscriber shall make all payments hereunder using the payment method set forth in the Order, without set-off, withholding, or deduction of any kind. Subscriber agrees to gross-up payments due to Orbitype for any tax-related withholding or deduction required by applicable laws, such that Orbitype is paid the net amount contemplated under the applicable Order. The Subscriber is solely responsible for ensuring that a valid payment method is always available to cover usage fees for the Service.

3.4. Credits. Subscribers may purchase credits either as a one-time transaction or as recurring purchases. These Orders are managed directly by the Subscriber within the platform and are deemed valid once activated within the platform. Credits cannot be refunded or redeemed for cash and will expire upon account closure. Credits are not transferable and do not accrue any interest or other value over time.

4. TERM; TERMINATION

4.1. Subscription Term; Renewals. The term of the Agreement shall commence on the Order Effective Date and, unless earlier terminated as set forth herein, shall continue for the period of one year (or as otherwise set forth in an applicable Order) (the "Initial Term"). Thereafter, the Initial Term will automatically be renewed for successive one (1) year periods (each a "Renewal Term"), unless either Party provides the other Party advance written notice of its desire to not renew no later than sixty (60) days prior to the end of the then-current term. For clarity, these Terms shall continue to apply so

long as one Order remains in effect. The Initial Term and any Renewal Term are collectively referred to as the "Subscription Term."

4.2. Termination for breach. Either Party may terminate the Agreement if the other Party materially breaches its obligation hereunder and fails to cure such breach within thirty (30) days after receipt of written notice from the non-defaulting Party.

4.3. Effect of Termination. On termination or expiration of the Agreement and subject to payment of all amounts then due and owing, upon Subscriber's written request, (a) Orbitype will provide a copy of Subscriber Data in Orbitype's possession to Subscriber in Orbitype's standard database export format within thirty (30) days following termination or expiration. Orbitype is not obligated to maintain Subscriber Data for more than thirty (30) days following termination or expiration of the Subscription Term; and (b) Subscriber will (i) discontinue all access and use of the Service and all related rights granted to Subscriber herein will terminate immediately, automatically, and without notice and (ii) Subscriber will remain liable for all payments due to Orbitype with respect to the period ending on the date of termination (including any fees and expenses that had not been invoiced prior to termination). Orbitype ist bei Abschaltung für nichts mehr verantwortlich. Alles ist beendet. Sections 2, 3, 4.3, 5, 6.3, 7.2, 8, 10.1, 10.3, and 10.8 will survive any termination or expiration of these Terms.

5. DISCLAIMERS AND LIMITATIONS OF LIABILITY

5.1. No Uptime Guarantee. Orbitype makes no guarantees regarding the availability or uptime of the Service, except as specifically agreed in a separate Service Level Agreement (SLA). Without such an SLA, the Service is provided "as is" and "as available," without any warranties as to uptime or uninterrupted access. Orbitype shall not be responsible for any costs related to downtime or outages of the Service.

5.2. Data Loss and Liability. Orbitype is not liable for any data loss, corruption, or unauthorized access to Subscriber Data. Subscriber acknowledges that it is solely responsible for maintaining adequate backup copies of all data submitted to the Service. Nutzer sind selbst dafür verantwortlich, ihre Daten zu sichern. Orbitype is not liable for any direct, monetary, or consequential damages arising from data loss, service outages, or interruptions. Es werden keine Kosten für Ausfallzeiten etc. übernommen; Orbitype haftet für keine direkten, monetären oder Folgeschäden von Ausfällen.

5.3. Third-Party Data Sources. Orbitype can be connected to third-party data sources and services as part of the functionality provided to Subscribers. However, Orbitype assumes no responsibility for the accuracy, reliability, or availability of any data retrieved from such third-party sources, and disclaims any liability related to the use of third-party services. Orbitype haftet für keine Schäden, die aus der Nutzung von Drittanbieterquellen resultieren.

5.4. Subscriber Responsibilities. The Subscriber is solely responsible for ensuring that a valid payment method is always available to cover usage fees for the Service. Orbitype will not be liable for any consequences arising from the Subscriber's failure to maintain a valid payment method.

5.5. Support Services. Support is not included by default but may be requested by the Subscriber on an hourly cost basis. Any support requests beyond what is included in the standard Service may incur additional charges as specified by Orbitype. The availability and response time for support services will be subject to separate agreements or arrangements.

6. SERVICE LIMITATIONS AND SECURITY

6.1. Service Limitations. The Service may be subject to limitations, such as caps on usage metrics, including but not limited to API calls, storage limits, and data transfer. These limitations may be specified in the applicable Order or in the Service Documentation. Subscriber acknowledges that exceeding these usage metrics may result in additional charges as per the pricing structure in the applicable Order.

6.2. Security. Orbitype implements reasonable security measures to protect Subscriber Data, including encryption, access controls, and monitoring. However, Subscriber is responsible for maintaining the security of their own systems, including the confidentiality of usernames, passwords, and other log-in credentials. Orbitype shall not be liable for any breaches that result from Subscriber's failure to adequately protect their access credentials.

7. USER CONDUCT

7.1. Prohibited Conduct. Subscriber and Permitted Users are prohibited from using the Service for any unlawful or abusive purpose, including but not limited to: (a) harassing, abusing, or harming others; (b) transmitting any material that is defamatory, obscene, or otherwise offensive; (c) conducting or promoting any illegal

activity; (d) interfering with the Service's operations or the use of the Service by others; or (e) accessing or attempting to access the accounts of others without authorization. Any such conduct may result in immediate suspension or termination of access to the Service, without liability to Orbitype.

8. SUPPORT SERVICES

8.1. Support Services. Support is not included by default but may be requested by the Subscriber on an hourly cost basis. Any support requests beyond what is included in the standard Service may incur additional charges as specified by Orbitype. The availability and response time for support services will be subject to separate agreements or arrangements.

9. FORCE MAJEURE

9.1. Force Majeure. Neither Party will be liable for any delay or failure to perform any obligation under these Terms if the delay or failure is due to unforeseen events that are beyond the reasonable control of such Party, such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials. The affected Party shall notify the other Party of such force majeure circumstances and make reasonable efforts to mitigate the effects of the force majeure event.

10. JURISDICTION AND GOVERNING LAW

10.3. Marketing Communications. Orbitype ist berechtigt, Marketing- und andere Informationen per E-Mail an den Subscriber zu senden.

10.1. Governing Law. These Terms shall be governed by and construed in accordance with the laws of Switzerland, without regard to its conflict of laws principles. The Parties agree that any dispute arising out of or related to these Terms shall be subject to the exclusive jurisdiction of the competent courts in Basel, Switzerland.

10.2. Jurisdiction. Any legal action or proceeding relating to these Terms must be brought in a court of competent jurisdiction located in Basel, Switzerland. Each Party consents to the jurisdiction of such courts and waives any objections to such venue.

11. SERVICE MODIFICATIONS

11.1. Service Modifications. Orbitype reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. Orbitype is also entitled to adjust these Terms at any time, and such modifications will be effective immediately when posted on the Orbitype website or communicated to Subscriber. Any modifications will be effective when posted on the Orbitype website or communicated to Subscriber. Subscriber acknowledges that Orbitype shall not be liable to Subscriber or to any third party for any modification, suspension, or discontinuance of the Service.

12. GENERAL PROVISIONS

12.1. Entire Agreement. These Terms, along with any Order, represent the entire agreement between the Parties regarding the subject matter herein and supersede all prior or contemporaneous communications, agreements, and understandings, whether written or oral, relating to the Service.

12.2. Assignment. Subscriber may not assign or transfer any rights or obligations under these Terms without the prior written consent of Orbitype. Orbitype may assign these Terms without restriction, provided that the assignee agrees to be bound by its terms.

12.3. No Third-Party Beneficiaries. These Terms do not confer any rights or benefits to any third party.

12.4. Severability. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

12.5. Waiver. The waiver of any breach or default under these Terms shall not constitute a waiver of any subsequent breach or default.

12.6. Notices. All notices required or permitted under these Terms shall be in writing and delivered to the Parties at the addresses provided in the applicable Order or such other addresses as a Party may designate in writing.

12.8 Use of company logos for marketing purposes: Orbitype is entitled to draw conclusions about the associated companies based on the registered e-mail addresses and domains. The corresponding logos of these companies may be used by Orbitype for marketing purposes without consultation and free of charge. This includes use on the website, in presentations and in other advertising materials.