

# Master Service Agreement

These Standard Terms and Conditions (defined below) are applicable by reference in the document in which Mercury Media Technology GmbH & Co. KG („MMT“), Klostertor 1, 20097 Hamburg, Germany, and the Customer agree on the Commercial Terms for the Customer's use of the Service (defined below), (the “Order Confirmation”). In case of any discrepancy between these Standard Terms and Conditions and the Order Confirmation, the Order Confirmation shall prevail.

## 1. Definitions and Interpretation

Definitions Capitalized terms shall have the following meanings:

- “Business Day(s)” means days when commercial banks are open for general banking business (other than Internet banking) in Germany;
- “Consultancy Fee” means a fee paid by the hour as set out in section 1.1 in the Order Confirmation.
- “Critical Maintenance” means correction of critical software faults and hardware failures including security patches on third-party applications;
- “Customer” means the party set out in the Order Confirmation, other than MMT;
- “Customer Agreement” means the Order Confirmation together with these Standard Terms and Conditions and the Data Processing Agreement;
- “Customer Data” means Customer information that is recorded and stored when using the Service as well as the processed information which is the result of the use of the Service;
- “Data Processing Agreement” means the agreement regarding the processing of Personal Data, where MMT is the Data Processor and the Customer is the Data Controller (please see Data Processing Agreement).
- “Day(s)” means calendar days unless otherwise expressly stated;
- “Effective Date” means the date when the Order Confirmation is signed by both parties;
- “Order Confirmation” means what is set out in the preamble to these Standard Terms and Conditions;
- “Personal Data” means such information which, directly or indirectly, may refer to an individual which is processed within the scope of the Service, where MMT is the Data Processor and the Customer is the Data Controller. Examples of such data are name, image, personal ID number, contact details, competition entries, selections made, behavior, or IP address.
- “Service” means the modules of the MMT Suite of Applications (MMT Scope, MMT Scout, MMT Mercury, MMT Bridge) and all other Services that MMT supplies to a Customer;
- “Service Fee” means a regular fee for the use of the Service as set out in section 1.1 in the Order Confirmation;
- “Software” means all software incorporated in the Service;
- “Standard Terms and Conditions” means this document;

- “Term” means the duration of the Customer Agreement as set out in the Order Confirmation;
- “Updates” means any planned modification to the Service done by MMT such as updates and new releases of Software; and
- “User Account” means a user account supplied by MMT and required in order to gain access to the Service, including any login information and security methods or other information regarding the User Account provided by MMT to the Customer.
- “Defect” means incorrect software behavior that constitutes a deviation from the defined software behavior within the documentation (operating manuals, user manuals, and release notes) and that can be corrected only by modifying the software. A temporary measure to deal with a defect is a workaround.
- “Key users team” are a team of up to five persons of the Customer, designated by name, that may use the second line support Services defined in these Terms and Conditions. They shall be the first point of contact for employees of Customers. The Customer will provide a first-line help desk to its employees to deal with queries that can be resolved using the content of manuals or through user training. For further, more complex questions that must be allocated to second-line support, the first-line support help desk can receive support from MMT Support.

## 2. Scope of Work - Grant of Use

2.1 Upon full payment of the Service Fee specified in the Order Confirmation, MMT grants to the Customer a non-exclusive, worldwide, non-transferable, non-sublicensable right to use the Service through User Accounts, including any functional Software Updates, solely for the internal business purposes of the Customer during the Term.

2.2 The right to use the Service is limited to the number of User Accounts acquired by the Customer. Each User Account may only be used by the physical person registered to the User Account at MMT.

2.3 MMT will use their reasonable commercial efforts in order to provide, at the Customer's written request, modifications, and developments to the Service against individual Cost Agreements.

2.4 The Customer shall have the right to allow its Sub-Contractors to access and to use the Service to the extent necessary for the internal business purposes of the Customer, provided all the following conditions:

- (a) that such Sub-Contractors are approved in writing by MMT, that
- (b) such Sub-Contractors are bound by obligations of confidentiality in writing which are at least equal to the Terms of the Customer Agreement,
- (c) that a Sub-Contractor uses the Service with separate User Accounts,
- (d) that the Customer remains fully liable and responsible towards MMT for any actions of such Sub-Contractors.

2.5 The Customer acknowledges and agrees that certain parts, functionality, information, and material in the Service may:

- (a) be provided by third parties,
- (b) contain links to third-party websites and Services or
- (c) require importation or exportation of data from and to third-party websites and Services, including third-party advertising platforms ("Third Party Content").

Third-Party Data is not under MMT's control, and MMT expressly excludes any liability for Third-Party Data. Third-Party Content is subject to the Terms and Conditions and Privacy Policy applicable to such Third-Party Data and the Customer is solely responsible for reviewing and accepting such Terms and Conditions and Privacy Policy. MMT does not endorse and is not responsible or liable for the behavior, features, or content of any Third-Party Data or for any agreement a Customer may enter into with the provider of any such Third-Party Data.

2.6 In case the Customer wishes to leverage Services such as Upstream Data Pipeline in MMT Mercury or MMT Bridge, the Customer acknowledges and agrees that this Service only works as a technical Data Connector between MMT's Applications and external data sources for which third parties are responsible. The Customer independently selects the data sources to be incorporated via MMT Bridge and Data Pipeline and decides on what data they will deliver. MMT has no influence on the data and other information from external sources and no possibility to check their accuracy. If MMT becomes aware that no data can be retrieved from such a resource, or an incomplete dataset is retrieved. MMT will use its best efforts to inform the Customer immediately and, if requested, assist the Customer in analyzing the error.

2.7 In case the Customer is using the MMT Scope, the Customer may be provided with prognoses that show what developments seem possible according to modeling of past events. Concerning the prognoses, the Customer acknowledges and agrees that they are only oriented toward past developments and cannot represent clear predictions. Actual developments are rather dependent on several futures, changing circumstances over which MMT has no influence and whose effects cannot be estimated with certainty.

2.8 MMT uses the external software "Tableau" for visualizing data such as prognoses (MMT Scope mentioned in 2.7) and Dashboards (MMT Scout) that are provided to the Customer. This software is provided by TABLEAU SOFTWARE, LLC. MMT will use the software to the best of its knowledge and set it up according to established standards in order to provide the Customer with visualizations. However, the Customer acknowledges and agrees that MMT has no direct influence on the software and its functioning as well as the functionalities behind it and MMT accordingly is not able to directly recognize possible errors or inaccuracies in the visualizations that are a result of errors in the underlying software. However, should MMT become aware of an incorrect visualization or malfunction of the software, MMT will use its best efforts to inform the Customer and the provider of the software immediately as specified in the SLA.

2.9 The Customer alone is responsible for the functionality of its internet access, including the transmission paths and its own computers; this does not fall under this Agreement.

## 3. General Obligations of the Customer

### 3.1 The Customer undertakes to:

- (a) Follow instructions and specifications given from time to time by MMT on their website (<https://support.getmercury.io/fr/support/home>) and/or otherwise in writing relating to software, hardware, and communication used in connection with the Service;
- (b) refrain from making any security and/or capacity tests of the Service without the prior written approval of MMT;
- (c) make sure that the data entered into the Service is in the agreed format, virus-free, and not in any other way capable of damaging or negatively affecting MMT's systems;
- (d) not (whether by itself or through any third-party) copy, modify, make accessible, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code or sell, assign, sublicense, or otherwise assign or transfer any right in the Service;
- (e) not use an automated software program, spider, web crawler, URL checker, computer "robot" or other program to access the Service without the express written consent of MMT;
- (f) support MMT in all respects of the provision of its Services indicated in these Terms and Conditions. In particular, in the interest of efficient elimination and processing of Defects, the Customer shall designate employees and relevant deputies with in-depth functional and technical knowledge regarding the Modules as contact persons for MMT and inform MMT of their names and contact details;
- (g) use the Services via the interface provided by MMT for accessing the Service; and
- (h) inform MMT promptly of any program errors in the Software, known or suspected security breaches, and other malfunction of the Service and provide MMT with reasonable assistance in order for MMT to be able to fulfill its obligations under the Customer Agreement: The Customer shall support the MMT's Services by providing reasonable assistance. In particular, it will provide the necessary information and data at its own cost and enable the MMT's employees to access its business premises and contact its employees to the extent necessary during its hours of business. If the Customer fails to comply with its obligations to provide assistance and if MMT is, therefore, unable to complete its Services either entirely or partially within the agreed period, the agreed period will be extended by a reasonable length of time.

3.2 The Service may include functionality that enables the Customer to post, upload or otherwise submit Customer Data and other content to the Service, including, but not limited to, text, movies, images, pictures, audio, and designs (hereinafter collectively referred to as the "Content").

3.2.1. By posting, uploading, or otherwise submitting content, the Customer represents and warrants that it has the right to post, upload and submit such content and that such content (or

any part thereof), including the use by MMT as contemplated by the Customer Agreement, does not violate any agreement, applicable law or third-party right, including intellectual property rights, right of privacy and/or applicable data protection legislation. Moreover, the Customer agrees to indemnify and hold MMT harmless from any third-party claim arising from or relating to MMT's use of content as contemplated by the Customer Agreement. MMT reserves the right to delete or remove any content that, in MMT's reasonable opinion, violates applicable laws or third-party rights.

3.2.2. By posting, uploading, or otherwise submitting content to MMT, the Customer grants to MMT a non-exclusive, non-transferable, non-sublicensable, fully paid license to use the content (and any part thereof) solely in the way contemplated by the Customer Agreement or as is otherwise necessary for MMT's performance of any contractual right or obligation in relation to the Customer.

3.3 The Service may contain functionality for inviting third parties to subscribe and/or use the Service. If the Customer decides to use such functionality, the Customer hereby acknowledges and agrees that it is responsible for obtaining any necessary consent from the recipient of the invitation, (if applicable) from its employees and that MMT may reproduce the Customer's contact information and trademarks when disclosing the sender of such invitations.

3.3.1. The Customer understands and agrees that it is solely responsible and liable for any losses, damages, and/or third-party claims arising from or relating to the Customer's use of the content. MMT shall not in any way or form be responsible or liable for such use.

3.3.2. The Customer agrees to indemnify, hold harmless and defend MMT from and against all claims, defense costs (including attorneys' fees), judgments, settlements, and other expenses arising out of alleged facts or circumstances that, if true, would constitute a breach of the Customer's obligations according to the Customer Agreement.

3.4. The license granted by the Customer under the order confirmation is subject to the following limitations:

- (a) the Platform may only be used by the volume of users identified in the Licence Agreement, providing that the Customer may change, add or remove users in accordance with the procedure set out therein;
- (b) the Platform must not be used at any point in time by more than the number of concurrent users specified in the Statement of Services, providing that the Customer may add or remove concurrent user licenses in accordance with the procedure set out therein;
- (c) the Customer must comply at all times with the terms of the provider agreement, and must ensure that all users of the Platform agree to and comply with the terms of that provider agreement;
- (d) Without limiting the foregoing provisions, the Customer agrees and acknowledges that it must not and will not permit any person to resell, assign, transfer, distribute, or provide others with access to the SaaS Services;

3.5 If the Customer violates any term or condition of the Customer Agreement, MMT has the right to suspend or terminate the Customer's access to the Service (or parts thereof).

## 4. Price and Terms of Payment

4.1 Fees for Services provided under the Customer Agreement, including the Service Fee, are specified in the Order Confirmation and are fixed for a period of twelve (12) months from the effective date; whereafter MMT reserves the right to change any fees.

4.2 The Customer may choose between a monthly or annual subscription, whereas monthly subscriptions may be terminated by either party at least one (1) month prior to the end of the then-current subscription period and annual subscriptions may be terminated by either party at least three (3) months prior to the end of the then-current subscription period. Termination shall be made by the Customer via email to [legal@mercurymediatechnology.com](mailto:legal@mercurymediatechnology.com). If the Customer is paying by invoice. Unless the Customer terminates the subscription by following MMT's instructions before the end of each subscription period, MMT has the right, but not the obligation, to renew the subscription at the end of each subscription period and charge the payment method chosen by the Customer.

4.3 If the Customer has chosen to pay the Service Fee via debit or credit card, the Customer shall ensure that the balance covers the Service Fee before the end of each subscription period. Payment via debit or credit card will be done via a third-party payment provider and be subject to the Terms and Conditions of such third-party payment provider. If the Customer's card cannot be charged, the Customer's access to the Service will cease automatically, until the Service Fee has been paid in full.

4.4 If the Customer has chosen that the Service Fee shall be invoiced by MMT, MMT will invoice the Service Fee in advance within fifteen (15) days of the start of each calendar month or calendar year (as applicable). Any additional fees, i.e. Consultant Fees, will be invoiced quarterly in arrears. Invoices shall be paid within fifteen (15) days after the invoice date of each invoice.

4.5 All amounts are given exclusive of any value-added tax. Any payments to be made by the Customer under the Customer Agreement shall be made net of all deductions, withholdings, or taxes of any kind. Should any payment from the Customer to MMT, for any reason, be subject to any deductions, withholdings, or taxes, the agreed amount of payment shall be grossed up by the number of such deductions, withholdings, or taxes in order for the sum receivable by MMT shall be the agreed amount of payment under the Customer Agreement before such deductions, withholding, or taxes. Upon MMT's request, the Customer shall provide MMT with VAT numbers and other information as reasonably required for MMT's invoicing of the Service Fee.

4.6 In the event that the Customer at any time should fail to timely make any payment under the Customer Agreement in full on the due date, MMT shall be entitled to interest on the amount overdue until payment is made at a rate of the nine (9) percentage points above the base rate.

4.7 Unless otherwise agreed in the Order Confirmation, MMT is entitled to adjust the fees set out in sub-clause (1) to changing market conditions if the Consumer Price Index published by the Federal

Statistical Office (CPI) for Germany has changed by more than 2% since the last fee adjustment. For the avoidance of doubt, if the Customer has a monthly subscription, a new subscription period initiates every month. If the Customer has a yearly subscription, a new subscription period initiates each year.

## 5. Refund Policy

5.1 MMT has a no refund policy. All sales are final. There are no refunds.

5.2 Any downgrade in the Service use will result in the new applicable Service Fee being charged at the next billing cycle. There will be no prorating for downgrades in between billing cycles. Downgrading the Service may cause the loss of features or capacity of the Customer's user account. MMT does not accept any liability for such loss.

## 6. Support, Maintenance, and Updates

6.1 The following Terms and Conditions specify MMT's support and maintenance obligations after the Go-Live of the Service/Software. This document does not apply to Customer Specific Modifications.

The following is not in the scope of MMT's obligations pursuant to this agreement:

- (a) Training of employees of the Customer,
- (b) Customer-specific developments, integration, and implementation Services,
- (c) Provision and maintenance of the system requirements,
- (d) Consulting Services to the Customer for the use of the Service,
- (e) Processing of operational errors by users,
- (f) Participation in any security or PEN tests or other audits of the Customer or any related expenses.

6.2 If the MMT System used by the Customer includes Customer Specific Modifications, which go beyond the mere configuration of the MMT Standard Software (e.g. process and system integrations), additional costs can accrue in connection with support Services relating to the MMT Standard Software and/or the Customer Specific Modifications which are not covered by this agreement. MMT performs the relevant support and maintenance Services based on a separate agreement and against additional remuneration.

6.3 MMT shall provide second-line support pursuant to the provisions of this agreement. A predefined maximum of persons designated by name ("Key Users") of the Customer are entitled to use the second line support Services defined in this agreement ("Support"). First-line support, handling requests from end-users, is administered separately by a Customer helpdesk that is operated by the Customer under its own authority. These employees (Key Users Team) shall bundle and coordinate the messages and inquiries on the part of the Customer. Initially, using their functional and technical knowledge, they shall check how they can assist the users affected prior to forwarding messages and inquiries. If they are not able to resolve the problems arising, they shall forward the messages and inquiries to MMT via the procedures outlined in sec. 6.5.



## 6.4 Support Requests

6.4.1 Support requests must strictly be made in English or German via the online template to be accessed at: <https://support.getmercury.io/fr/support/tickets>

6.4.2 Incidents with and Defects of MMT Suite modules shall be reported to MMT as detailed as possible by describing the error symptoms, specific deployment scenario, error history, the estimated number of workstations affected as well as indicating the system and hardware environment, including any third-party software used (browser, virus scanner, etc.). For this purpose, the Customer shall use the form provided by MMT in the support ticket. Every message shall be sent immediately after the discovery of the error.

6.5 MMT and its IT-support function shall be available during business days between the hours of 9 AM – 4.30 PM CET, to provide technical assistance by telephone or e-mail.

6.6 MMT reserves the right to, at its sole discretion, Update the Service to the extent MMT deems necessary. MMT shall, if possible, schedule any downtime to the Service due to an Update between 5 PM – 9 AM CET on weekdays or during weekends. MMT shall inform the Customer seven (7) days in advance of any such Updates. To receive such notification the customer needs to specify an e-mail address to receive such information to.

6.7 MMT will continue to develop the MMT Suite modules and provide the Customer with new versions automatically as the software requires no installation. Apart from improvements and resolutions of defects, new releases may also include functional extensions (features) to the MMT Suite module. Updates, security patches, etc. may be implemented by MMT independently. MMT will determine the chronological sequence for introducing new features, the Customer will be informed of planned feature releases at its own discretion on a quarterly basis.

6.8 Should Critical Maintenance be required, it is expected that MMT should not seek permission for system outage or loss of Service but whenever possible MMT will provide reasonable notice. Best endeavors will be made by MMT to limit the effects of Critical Maintenance.

## 7. Customer Data and Personal Data

7.1 By accepting and agreeing to this Customer Agreement, you also accept and agree to the Data Processing Agreement (please see Data Processing Agreement) for the processing of Personal Data within the scope of MMT's Service. When processing Personal Data, the Customer is the Personal Data Controller and MMT is the Personal Data Processor. As Personal Data Controller it is the Customer's responsibility to ensure Personal Data is processed in accordance with applicable legislation. MMT undertakes that it will only process Personal Data in accordance with the Data Processing Agreement.

7.2 The Customer shall retain all rights to the Customer Data and Content, with the exception of the license in section 3.4. Unless otherwise expressly agreed in writing, no rights or ownership of Customer Data or Content, or part thereof, shall be transferred to MMT under the Customer Agreement.



7.3 MMT undertakes to retain customer data and other content for the duration of the agreement and to use its best efforts to perform daily backups.

7.4 By registering a User Account, accessing or using the Service or MMT's website, the Customer confirms to have read MMT's Privacy Policy (please see Privacy Policy)- link. Furthermore, the Customer represents and warrants that any individual authorized to use the Services on the Customer's behalf has read MMT's Privacy Policy and provided any and all necessary consents for MMT's processing of Personal Data in accordance with therewith.

7.5 By registering a User Account, the Customer further acknowledges and agrees that MMT will send emails outlining the features of the Service, as well as advice and instructions on how to better take advantage of the same, to the email address provided by the Customer during the registration procedure. Should the Customer want to opt out of receiving these emails the Customer can do so at any time by a link clearly visible in every e-mail or by contacting MMT.

7.6 Upon the expiration or termination of the Customer Agreement, MMT undertakes to make stored Customer Data and other content belonging to the Customer available to the Customer for a commercially reasonable fee for a period of thirty (30) days after the expiration or termination of this Agreement.

7.7 By registering a User Account, the Customer acknowledges that MMT stores the Customer's email address. MMT uses the Customer email address as the user name when logging in to the Software. The Customer can at its own discretion add or delete personal information such as first name, last name, and telephone number to for example enhance the communication experience between colleagues using the Software. MMT will handle this personal information in accordance with our Privacy Policy.

## **8. Intellectual Property Rights**

8.1 The Customer acquires only user rights to the Service, and any Update and/or subsequent change thereto, in accordance with the Customer Agreement. MMT retains all intellectual property rights incorporated in or relating to the Service, including any subsequent developments (including any translations, or derivatives thereof, even if unauthorized) or changes thereto.

8.2 MMT shall be entitled to use the Customer's name (including logo and trademarks) as a Customer reference in marketing materials and on MMT's website.

8.3 In the event of a claim from a third-party that the Customers' use of the Service is infringing any intellectual property right held by a third-party (not including Content or any other Customer Data uploaded or inputted by the Customer) the following shall apply.

What is stated in this section 8 shall constitute MMT's entire responsibility for infringements of third-party rights.

The Customer shall, as soon as possible, notify MMT of any infringement or suspected infringement of MMT's intellectual property rights. MMT is however not obliged to defend such rights. If MMT chooses to defend its rights, the Customer shall at its own expense and to a reasonable extent assist MMT. For

the avoidance of doubt, the Customer shall not be obliged to incur any external legal costs in relation to such dispute but shall only provide assistance from its own staff to MMT and its legal counsel.

## 9 Limitation of Liability

9.1 MMT is liable without limitation:

- (a) for willful intent or gross negligence,
- (b) for injury to life, body, or health,
- (c) in accordance with provisions of the Product Liability Act and
- (d) within the scope of any guarantee assumed by the MMT.

9.2 In the case of slightly negligent infringement of an obligation that is of material importance for the attainment of the purpose of the Agreement (material contractual obligation), MMT's liability is limited to the damage that must typically be expected to arise in connection with such Service and is capped at twelve times the monthly fee.

9.3 MMT has no further liability. In particular, MMT is not liable for initial defects unless the requirements of the above sub-clauses 9.1 and 9.2 are met. Furthermore, MMT, in particular, is not liable for the quality and correctness of the Data Integrated with MMT Bridge and Data Pipeline from an external source (as mentioned in 2.6), the accuracy of prognoses about possible developments (as mentioned in 2.7) or unknown errors in the Tableau software (as mentioned in 2.8).

9.4 The aforesaid limitation of liability also applies to the personal liability of MMT's employees, representatives, and corporate bodies.

## 10. Term and Termination

10.1 The Customer Agreement shall commence on the Effective Date and shall remain in effect during the Term.

10.2 The Agreement may be terminated according to 4.2.

10.3 The Agreement may also be terminated by either party without notice for an important reason. An important reason that entitles the MMT to terminate the Agreement exists in particular if the Customer uses the Software outside the scope permitted under this Agreement and fails to remedy the infringement after a warning notice from the Licensor within a reasonable period set by the latter.

10.4 The Customer must pay the fees punctually. If payment is delayed more than four weeks, the Licensor is entitled to block access. The claim to payment remains unaffected by such a block. Access will be reactivated immediately upon settlement of the arrears.

## 11. Confidentiality Undertakings

11.1 The Parties undertake that they will not reveal to third parties, nor use for any other purpose than fulfilling their respective obligations under the Customer Agreement, any confidential information which they obtain from the other party during the Term. Confidential information shall mean information designated in writing or orally as confidential or which should otherwise be reasonably deemed confidential, given the nature of the information or the manner of its disclosure. The Customer is aware that MMT, without limitation, regards the commercial contents of the Customer Agreement to be strictly confidential. MMT is aware that Customer Data is considered to be confidential information by the Customer.

11.2 Section 11.1 does not apply to information

- (a) which is or becomes publicly known in any other manner than by a breach of this confidentiality undertaking; or
- (b) which is required to be disclosed due to a court order, a decision by a public authority or otherwise according to mandatory law.

11.3 Notwithstanding the foregoing, the receiving Party may disclose confidential information to reliable employees, professional advisers, or sub-contractors, to the extent necessary for its work, provided that such persons are bound by obligations of confidentiality in writing and non-use to receiving Party which are at least equal to the terms of the Customer Agreement. The receiving Party shall ensure that such persons be fully aware of the obligations of the Customer Agreement and shall remain fully responsible for any breach of these provisions by its employees, professional advisers, or sub-contractors.

11.4 The obligations under this section 12 shall survive the termination and/or expiration of the Customer Agreement.

## 12. Force Majeure

12.1 MMT is relieved from liability for failure to perform any of its obligations under this Customer Agreement, due to any circumstances beyond its immediate control, which impede, delay, or aggravate any such obligation, such as changes in laws and regulations or the interpretation thereof, acts of authorities, war, acts of war, terrorism, acts of terrorism, acts of God, perils of the sea or air; fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, shortage of supplies, equipment, materials, breakdown of equipment, labor disputes, blockades, major accidents, and currency restrictions. MMT shall also be relieved from all liabilities in the case of a labor dispute in which MMT is a Party and for damages attributable to suppliers of infrastructure, such as data or telecommunication, or other third parties that are not under the control of MMT.

## 13. Miscellaneous

13.1 Unless otherwise provided in the Customer Agreement, any notice shall be in writing and shall be sufficiently given if delivered personally, or if transmitted by e-mail where the other party confirms the

recipient of such e-mail by a reply, or if transmitted by facsimile with an original signed copy delivered personally within twenty-four hours thereafter, or four days after mailed by prepaid registered post addressed to parties at their respective addresses set forth in the Order Confirmation or at such other address as is specified by notice.

13.2 The Customer may not assign, novate or transfer any of its rights or obligations under the Customer Agreement to a third party without the prior written consent of MMT.

13.3 MMT shall be entitled to engage sub-suppliers to fulfill its undertakings towards the Customer, provided that MMT remains liable for the performance of the contractual obligations performed by the sub-contractors as if they were performed by MMT.

13.4 Set-off is permitted only against claims of MMT that are undisputed or final and unappealable.

13.5 The Customer Agreement constitutes the entire arrangement and understanding between the Parties and supersedes. It extinguishes all prior agreements, negotiations, and discussions relating to the subject matter of the Customer Agreement, whether written or verbal. Amendments and supplements to this Agreement must be in writing. The same applies to any amendment to, or cancellation of, this clause.

13.6. If necessary, MMT is entitled to change these Terms and Conditions with effect for the future. In this case, MMT will notify the user of the changes in an appropriate form. The changes are considered accepted if the user does not object in writing or by e-mail to [legal@mercurymediatechnology.com](mailto:legal@mercurymediatechnology.com) within a period of 14 days from the notification. MMT will inform the user about the right of objection and the legal consequences of the failure to meet the deadline for the notification. MMT is entitled to terminate the Customer's use of the Service in case of objection.

13.7 The Customer's general Terms and Conditions of business do not apply.

13.8 These Terms and Conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding, or agreement between us relating to the subject matter hereof.

13.9 If single provisions in this Agreement are ineffective, this does not affect the validity of the remaining provisions. The parties will endeavor to replace the ineffective provision with one that legally and commercially most closely corresponds to the contractual objective

13.10 This Agreement is governed exclusively by German law.

13.11 The sole venue for all disputes arising out of or in connection with this Agreement is Hamburg provided that each party is a so-called "Kaufmann" (businessman) under German law or a corporate body under public law.