Appendix 1 – Episerver End-User Service Agreement ("EUSA") for DACH Region

PLEASE READ THROUGH THE TERMS AND CONDITIONS FOR THE SOFTWARE SERVICES AS DEFINED IN THE MASTER SERVICES AGREEMENTBELOW BEFORE THE CUSTOMER USES SUBSCRIPTION SERVICES, SOFTWARES, LINKED PAGES, CONTENT, PRODUCTS, ONLINE AND OFFLINE COMPONENTS IDENTIFIED IN ONE OR MORE ORDERING DOCUMENTS, INCLUDING BUT NOT LIMITED TO MASTER SERVICES AGREEMENTS ("MSA") OR ORDERS ("**ORDERS**"). BY ACCEPTING OR SIGNING (DIGITALLY OR OTHERWISE)THE MSA OR ORDERS, CUSTOMER ACCEPTS THE TERMS AND CONDITIONS OF THIS EUSA BELOW AND THIS EUSA, BECOMES A BINDING OBLIGATION ON THE CUSTOMER AND THE CUSTOMER HAS AGREED THE EUSA IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL OTHER PROPOSALS AND PRIOR AGREEMENTS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREIN. In the event of a conflict between the EUSA and Orders, the Orders will prevail. The hierarchy of terms stipulated in Section 2.2 of the MSA applies. All capitalized terms not defined herein have the meanings attributed in the Orders.

1.   Right to Use the Software Service

1.1   During the Subscription Term set forth in an Order, Episerver grants to Customer a non-transferable, non-exclusive, worldwide right to permit those individuals authorized by Customer or on Customer's behalf, and who are Customer or Affiliates' employees, agents or contractors (under Customer's direct control, and for the sole purpose of supporting Customer's use of Software Services) ("**Users**"), to access and use the Software Services subject to the terms of the Agreement. Users must be a minimum of eighteen (18) years of age or the minimum local regulatory age of consent.

1.2   Each Order defines specific usage rights ("**Usage Rights**") for each Service, and Customer shall at all times ensure its use does not exceed the Usage Rights, unless the Usage Rights have accompanying overage terms, which include pricing, payment, duties and additional terms ("Overage Terms") should Customer exceed its Usage Rights. Each Software Service within the MSA and Orders includes but is not limited to, the price of each Service, Usage Rights, Overage Terms (and pricing therein) and the availability level according to the Service Level Agreement ("**SLA**").

2.   Restrictions and Representations

2.1   Unless explicit contractual permission is given by Episerver, or to the extent expressly permitted by applicable law, Customer shall not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Software Services or any software, documentation or data related to or provided by Episerver as part of the Software Services ("**Software**"), or provided by Episerver but not created or owned by Episerver ("**Other Software**"); (ii) modify, translate, or create derivative works based on the Software Services, Software or Other Software, or copy (except for archival or Episerver-authorized purposes), resell, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Software Services, Software or Other Software; (iii) use or access the Software Services to build or support, and/or assist a third party in building or supporting, products or services competitive to Episerver; or (iv) remove any proprietary notices or labels from the Software Services, Software or Other Software. Customer shall use the Software Services, Software and Other Software only for its own internal business operations (including, but not limited to development, support and launching of public-facing websites), and not for the operation of a service bureau or timesharing service.

2.2   Customer shall not knowingly or willfully use the Software Services in any manner that could damage, disable, overburden, impair or otherwise interfere with Episerver's provision or support of the Software Services. Customer shall be responsible for maintaining the security of the Customer's account passwords. Episerver and Customer agree to make every reasonable effort to prevent unauthorized third parties from accessing the Software Services. Customer shall be held with joint and several liability for all acts and omissions of its Users.

3.   Statistical Information

Notwithstanding anything else in the Agreement or otherwise, Episerver may monitor and/or restrict Customer's use of the Software Services and use Customer Data in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Software Services, and may make such information publicly available, provided that such information does not incorporate Customer Data and/or identify Customer's Confidential Information and such information is used solely for the purposes for the upkeep or

improvement of Software Services. Episerver retains all intellectual property rights in such statistical and performance information.

4. Limitation of Liability

4.1   Nothing in this EUSA, its Appendices or any Order shall limit or exclude either Party's liability for injury of life, body and health, intent, gross   negligence, liability for assuming a guarantee, or as far as liability is unlimited by reason of mandatory legal provisions (e.g. according to the Product Liability Act (ProdHaftG).

4.2   Episerver is liable for damages caused by the violation of cardinal obligations. Cardinal obligations are fundamental rights and obligations that are material for the purpose of this EUSA and on the fulfillment of which either Party may therefore rely. In case of a slightly negligent breach of cardinal obligations, liability shall be limited to the typical foreseeable damage.

4.3   Subject to Section 4.1 and 4.2 of this EUSA, Episerver's liability for direct damages (such as e.g. material damages including a resulting technical or reduced market value, repair cost, etc.) for simple negligence and a breach of a noncardinal obligation shall always be limited to the service fees paid by Customer during the last twelve (12) months preceding the receipt of the claim for damages.

4.4   Subject to Section 4.1 and 4.2 of this EUSA, Episerver's liability for loss of profit is excluded.

4.5   Subject to Section 4.1 and 4.2 of this EUSA, Episerver's liability without fault pursuant to Sec. 536b German Civil Code (BGB) for defects that were already present at the time of conclusion of this EUSA, are excluded.

5. Warranty

5.1   Episerver warrants that it will render the Software Services hereunder in a professional and workmanlike manner and will substantially comply with the warranties of this EUSA and with the specifications and requirements of any Appendix and Order.

5.2   If suitability for contractual use of the Software Services is eliminated, the Customer shall be released from paying the remuneration until such time as the defect has been rectified. A defect occurs if suitability for contractual use is eliminated or significantly impaired. Contractual use is conclusively defined by possibly agreed specifications. In the case of partial unsuitability, the remuneration shall be reduced to a reasonable amount for the time until the defect has been rectified.

5.3   The Customer will notify Episerver immediately in writing of defects occurred and will provide a description of the defect that is detailed so as to allow Episerver to reproduce, analyze and rectify the defect.

5.4   If Episerver is not able to rectify the defect within a reasonable time period set by the Customer, which allows for two (2) attempts to rectify the defect, the Customer shall be entitled to issue an immediate termination of the Agreement upon written notice. Section 6.2 applies.

5.5   The Customer provides the documentation, environments and information necessary for the removal of the defect free of charge to the extent they are not in the Episerver's possession.

5.6   Episerver's warranty obligations do not apply if Customer modifies in any way the Software Services provided by Episerver, has them changed by third parties or intervenes in any other ways and if such a change or such an intervention is partly responsible for the defect. The same applies if defects are caused by malfunctions or improper use of such hard- and/or software which were not provided by Episerver. If Customer has extended the software via interfaces, Episerver shall accept a warranty up to the interface. If legacy data is transferred, no warranty is given for content and consistency of the data.

5.7   Subject to Section 7.1 and 7.2 of this EUSA, the warranty period is twelve (12) months.

5.8   Subject to Section 7.1 and 7.2 of this EUSA, the remediation of a defect due to subsequent performance shall cause the start of a new warranty period concerning the claim for rectification of only this defect.

6. Acceptance

6.1   Only services to be performed in the sense of Sec. 631 et Seq. of the German Civil Code (BGB) (*Werkleistungen*) are subject to acceptance. Insofar as the services to perform (*Werkleistungen*) are free of any substantial defects, any services to perform (*Werkleistungen*) delivered to the Customer shall be deemed to have been accepted if the Customer does not present a written objection within five (5) calendar days of the date of

delivery. The services to perform (*Werkleistungen*) are also considered as accepted if and as soon as they are used productively by the Customer.

6.2   Detected defects are divided into the following defect classes:

     5.1.1. Defect class 1 ("**Serious Defects**"): Deviations from the contractual performance render the use of the service to perform (*Werkleistung*) and/or of individual, self-contained parts of the service to perform (*Werkleistung*) impossible or severely limit them and the use of the service to perform (*Werkleistung*) is thus either impossible or only possible with expenses which are not economically justifiable.

     5.1.2. Defect class 2 ("**Defect Class 2**"): Deviations from the contractual performance have an effect on the functionality, operation, maintainability and/or further development of the service to perform (*Werkleistung*) without the operation of the service to perform (*Werkleistung*) being substantially affected.

     5.1.3. Defect class 3 ("**Defect Class 3**"): Deviations without substantial effect on the functionality, operation, maintainability and/or further development of the service to perform (*Werkleistung*).

6.3   In case of defects of the defect class 1 (Serious Defects), Customer is entitled to refuse acceptance. Such Serious Defects will be remedied by Episerver. Defects of defect classes 2 and/or 3 which have to be collectively classified as defect class 1 have to be at least remedied in respect to that extent that the prerequisites for such a classification as defect of defect class 1 no longer exist. After remedying the defects of defect class 1, the Parties will immediately repeat the part of an acceptance test including the defect of the defect class 1 for functional test reasons together and will together establish a new joint test record, whereas the part of the test cycle has to be chosen in such a manner that defects resulting from the remedial action are excluded.

6.4   If only defects of the defect classes 2 and/or 3 exist, the test record signed by both Parties constitutes the declaration of acceptance. The Parties agree in the test record, how and within which period of time the defects of defect class 2 have to be remedied or which workarounds that are reasonable to the Customer exist. If not agreed otherwise, the remedy of these defects will be initiated as quickly as possible by the persons used by Episerver who had realized the defective component.

6.5   Defects of defect class 3 have to be remedied as well, unless the remedy would be an expense to Episerver that is not in any reasonable proportion to the benefit of Customer or a reasonable workaround exists to Customer. In this case, the Parties will amicably agree whether and when such defects must be removed within the scope of an update at a later time.

6.6   Episerver is entitled to demand acceptance of defined partial results and interim results. Accepted partial and interim results serve as a basis for the continuation of the works.

The Parties will amicably classify the existing defects under the above-mentioned defect classes. Acceptance may not be refused based on non-material defects.

7.   Indemnities

7.1   Indemnification by Episerver. Episerver shall indemnify, defend and hold Customer harmless (including Customer's officers, directors, representatives and employees) from any direct: claim, liability, loss, expense or demand, including reasonable legal fees and costs and including without limitation third-party claims based on (a) infringement arising solely from the Software owned by Episerver or (b) to the extent Episerver is liable, any statutory or regulatory penalty, fee or fine incurred by Customer due to a violation of data privacy and protection laws or regulations. This indemnity requires that Episerver receive notice immediately of any third-party claims and is in sole control of the defense of such claim, including Episerver's own choice of counsel and, including but not limited to any settlement arrangement. Settlements which require Customer consent are those that (i) impose an obligation on Customer; or (ii) require Customer to make an admission. To the extent Customer seeks or will seek indemnity from Episerver in connection with a third-party allegation or claim against Customer, Customer shall not identify Episerver to the third-party without prior consent of Episerver. Further, to the extent Episerver indemnifies Customer under this Section 7, Episerver is not responsible for any fees, expenses, or costs incurred by Customer in its retainer and use of counsel. Customer shall comply with reasonable requests from Episerver in connection with Episerver's defense of the claim on which indemnification is based. Should Customer's actions, but not limited to including that of its counsel's, interfere with Episerver's ability to exercise sole control of the defense of the claim on which indemnity is based, Episerver shall be discharged of any further indemnification obligation to Customer.

7.2   Indemnification by Customer. Customer shall indemnify, defend and hold Episerver harmless (including Episerver's officers, directors, agents, representatives and employees) from any claim, liability, loss, expense or demand, including reasonable legal fees and costs and including without limitation third-party claims based upon or arises out of (a) unauthorized or illegal use of the Software Service by Customer, (b) use of non-Episerver applications, third-party products or third-party websites, or (c) to the extent Customer is liable, any statutory or regulatory penalty, fee or fine incurred by Episerver because of a violation of data privacy and protection laws or regulations. This indemnity presupposes that Customer receive notice immediately of any third-party claims and is in sole control of the defense of such claim, including but not limited to any settlement. Settlements which require Episerver consent are those that (i) impose an obligation on Episerver; or (ii) require Episerver to make a concession of any kind.

7.3   Remedies. If Customer's use of any Software Services is enjoined, or if in Episerver's sole judgment is likely to be enjoined, Episerver may, at its sole option, and expense, and as a complete remedy to Customer, either (a) substitute equivalent non-infringing Software Services for the infringing Software Services, (b) modify the Software Services so it no longer infringes but remains functionally equivalent, (c) obtain for Customer the right to continue using such Software Services, or (d) if Episerver deems none of the foregoing are commercially practicable, terminate the license granted herein with respect to the applicable Software Services, and accept return of the Software Services and grant Customer a pro-rated credit of the unused portion of the fees paid with respect to the Software Services.

7.4   Exceptions. The foregoing provisions of this Section 7 and Sections 4.1 and 4.2 of this EUSA notwithstanding, Episerver shall not have any liability to Customer to the extent that any infringement or claim thereof is based upon: (i) use of the Software Services in combination with equipment or software not supplied hereunder where the Software Services would not itself be infringing, (ii) claims related to Customer Data, (iii) use of Software Services in an application or environment for which it was not designed, not provided for in the documentation or not contemplated under the Agreement, (iv) use of other than the most recent release of the Software Services provided to Customer by Episerver, and (v) use of the Software Services in breach of the Agreement.

8.   Service Level Agreement Terms

8.1   Service Level Agreement ("**SLA**"). Episerver undertakes to keep the Software Services available in accordance with the agreed SLA that has been set forth in the Master Services Agreement and/or Orders.

9.   Other Software and Services

9.1   Infrastructure Software / Services. Customer's Software Services may include infrastructure, services and/or code that are considered to be a part of the Software Service, however constructed by a third party ("**Infrastructure Software / Services**"), for example Microsoft Azure™, Amazon AWS™ or a content delivery network provider. The Infrastructure Software / Service distributed with Software Services, as well as their respective terms and conditions, are defined within the MSA, Orders and/or SLA.

9.2   Third-Party Open Software. Software Services may include distributions of open source software, components, products, and/or code that are delivered with Software Services, which are constructed by a third party ("**Third-Party Open Software**"). Third-Party Open Software that may be distributed with Software Services and related terms is available at http://www.episerver.com/implemented_software or in a list of the Third-Party Open Software provided to Customer upon the Customer's written request. To the extent required by the license that accompanies the Third-Party Open Software, the terms of such license will apply in lieu of the terms of the Master Services Agreement, this EUSA and further Appendices with respect to such Third-Party Open Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

9.3   Third-Party Products. Software Services may contain features designed to interoperate with applications or services not provided by Episerver, which Customer or User may install or enable application or service for use with Software Services. Further, Episerver or third parties for convenience may make available (for example, through the Add-On Store or otherwise) third-party products or services, including, for example, third-party applications, code, websites, components, functionality and other services ("**Third-Party Products**"). Any use by Customer of such Third-Party Products, and any exchange of data between Customer and Third-Party Products, is solely between Customer and the third party provider. Third-Party Products are not considered Software Services. Episerver disclaims all responsibility and liability for any Third-Party Products including any disclosure, modification or deletion of Customer Data, data privacy or protection violations resulting from access by Third-Party Products, and does not warrant nor support Third-Party Products, except as specified in the MSA, Orders or SLA. Under no circumstances are such Third-Party Products Episerver subprocessors.

9.4   Third-Party Sites. To the extent that Customer requests or otherwise causes the Software Services to be integrated with or make use of data from third-party websites, Customer agrees Episerver does not have control over the terms of use, privacy policies, operation, intellectual property rights, performance or content of any third-party websites ("**Third-Party Sites**"). Accordingly, Episerver disclaims all responsibility and liability for any use of Third-Party Sites or any information collected from such Third-Party Sites and any damages or other harm whether to Customer or end users. Third-Party Sites include but are not limited to, Facebook™, Instagram™, LinkedIn™, Twitter™ and Google™. Under no circumstances are such Third-Party Sites Episerver subprocessors.

10.   Assignment/Transfer

10.1   Customer shall not assign or transfer this Agreement nor any of the rights or obligations under this Agreement without Episerver's prior written consent, however such consent shall not be unreasonably withheld. Any such assignment in violation of this Section will be invalid.

10.2   Episerver has the right to transfer the Agreement to a third party without Customer's approval, so long as the third party can fulfil all Agreement obligations and Episerver gives notice at least ninety (90) days prior to such transfer. Should Episerver transfer the Agreement to a non-acquiring third party which causes Customer undue burden, Customer has the right to terminate the Agreement prematurely within ninety (90) days after the transfer and upon such termination, any pre-paid, unused fees shall be returned.

10.3   Either Party may assign all or part of its rights under the Agreement to an affiliate or to any entity that succeeds to or acquires all or substantially all of the business or assets of such Party through merger, consolidation, or acquisition of stock or assets. This Agreement is binding on any permitted assignees or transferees.

11.   Force majeure

11.1   The Parties are released from liability for sanctions due to omission to fulfil a certain obligation according to the Agreement if the omission is due to circumstances which are outside the control of the respective Party and which prevent the fulfilment of the obligation. As soon as the obstacle is removed, the obligation shall be fulfilled in the agreed way. Circumstances include will be war, action of war, authority's act or omission, newly added or changed legislation, conflict in the labor market, electrical, internet, or telecommunication outage that is not caused by the obligated Party and similar circumstances.

11.2   If a Party desires an exemption according to Section 11.1, the requesting Party shall, without delay, give such notice to the other Party.

11.3   Notwithstanding the foregoing, the Parties have a right to immediately terminate the Agreement if the fulfilment of a certain obligation is delayed more than two (2) months. If Customer terminates the Agreement under this Section then all pre-paid, unused fees will be refunded at the date of such termination.

12.   Amendment; No Waiver

12.1   The Agreement is in force for an indefinite period of time. Customer will be notified at least ninety (90) calendar days before any changes of these terms and conditions of this EUSA as well as any future price adjustment comes into force. Changes to the terms and conditions of this EUSA shall not materially reduce the functionality provided by Software Services. Episerver has the right to notify Customer of such new terms and conditions, as well as adjustments thereto, via the Customer-indicated contact person's email, via electronic delivery or in any other way the Parties consider suitable. Customer may reject such changes to the EUSA through written notice to Episerver within a ninety (90) calendar days' notice period, whereby Customer may terminate the Agreement with no fault, and be refunded any pre-paid, unused fees, or Customer may remain on the then-current EUSA, however Parties cannot upgrade the Software Services until such adherence to the proposed new EUSA is agreed. Unless otherwise agreed by Parties, price adjustments shall not occur mid-Subscription Term, and shall only take effect upon commencement of a new renewal term.

13.   Notice

13.1   Form of Notice. Except as otherwise specified in the Agreement, all notices, approvals and releases hereunder shall be in writing and shall be deemed to have been given either upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (email not being sufficient for notices of termination or an indemnifiable claim). Billing-related notices to the Customer shall be addressed to the relevant billing contact designated by the Customer. All other notices to the Customer shall be addressed to the relevant Software Services system administrator designated by the Customer.

14.   Disputes, Venue, Governing Law and Jurisdiction

General. This Agreement shall be governed by the laws of Germany. The United Nations Convention on the International Sale of Goods (UNCISG) is specifically excluded from application. The Parties agree herewith that any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of Berlin, Germany

15. General Provisions

15.1   The Agreement, including all Orders, EUSA and EULA (if any on-premises software used) represent the Parties' entire understanding relating to the Software Services, and supersede any prior or contemporaneous, conflicting or additional communications. The exchange of a fully executed Order by fax or electronic signature shall be sufficient to bind the Parties to the Terms and Conditions of the Agreement and such Order. Unless expressly granted, the Agreement may be amended only by written agreement signed by the Parties. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect.

15.2   Use of the Software Services requires Customer and Users to abide by the Episerver Fair Use Policy (http://www.episerver.com/legal/fair-use-policy) ("**FUP**"), and all applicable (i) Third-Party Sites' (including but not limited to social networking) terms and conditions associated with its procurement and use of any Customer Data; and (ii) laws and regulations, including, but not limited to, those related to spamming, privacy, data protection, intellectual property, consumer and child protection, pornography, obscenity or defamation.

15.3   Export Compliance. Software Services, Software, and any other technology Episerver makes available, and derivatives thereof, may be subject to export laws and regulations of the European Union ("**E.U.**") and other jurisdictions. Each Party represents that it is not named on any EU banned party list. Customer shall not permit Users to access or use Software Services or Software in a E.U. embargoed country or in violation of any E.U. export law or regulation.

15.4   Episerver may audit Customer's use of Software Services, as well as installation and use of Software. Customer shall comply with all reasonable requests for audit assistance. If Episerver has proof of Customer underpayment, Episerver shall notify Customer in writing of this alleged discrepancy and invoiced appropriately.

16. Annex - Campaign Software Services Additional Terms

16.1   The following Section 16 shall apply to Customer for Campaign Software Service(s). For additional clarity, Customer must inform and gain proper and lawful consent for any individual and Users that has access to, uses, receives information or in any way interacts with the Campaign Software Services, or any website, email, SMS, or communication which is associated with Campaign Software Services. This includes, but is not limited to, all applicable legislation, regulations and laws regarding data privacy and protection, email, SPAM, SMS, tracking, analytics, scripts, cookies and any technological instrument used for gathering, retaining and processing an individual's information.

16.2   Named Account Manager and Campaign Accelerator Package

16.2.1   While Campaign Software Services shall be provisioned at the start of the Initial Subscription Term for Software Services, through the setup of a Campaign Instance with a standard setup ready for Customer's use, a NAM and Campaign Accelerator Package, as defined in the Order, will also be provisioned.

16.2.2   Named Account Manager ('NAM") shall be assigned to Customer within ten (10) working days of the Initial Subscription Term. Such NAM shall serve as a point of contact with Customer on Campaign Software Services related tasks as described in the Campaign service description. Episerver employees acting as Customer NAM maybe subject to change, which will require Episerver to give Customer written notice (notice which should be given as soon as practicably possible) and in an appropriate manner.

16.2.3   Customer shall also receive additional usage assistance ("Campaign Accelerator Package") and the associated one-time fees for additional assistance and configurations. Episerver shall assist Customer with guidance for best-practices of creating marketing campaigns and dispatch methodologies for up to ten (10) working days of the Initial Subscription Term, unless otherwise stated. All Campaign Accelerator Package(s) require Customer to meet its duties to cooperate in accordance with Customer Obligations in terms of setting up Campaign Client Instance(s).

16.3   Change request

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16.3.1 Customer may request changes and supplements to the contractually agreed scope of Campaign Software Services through a SOW, provided that the changes and supplements are technically feasible and reasonable for Episerver. The following procedure applies:

16.3.2 Either Party may request a change to an SOW by making a request in writing that describes Customer's requirements. The request for change should describe the business objective of the change and the desired additional functionality or change in the Campaign Software Services. Episerver will evaluate the level of effort associated with implementing any changes requested, as well as the impact of such changes to the ongoing operations for Customer within ten (10) working days. If Customer accepts Episerver's proposal for such changes, the change will be documented in a change Order which will set forth the mutually agreed business terms and requirements. Customer shall have ten (10) working days from receipt to accept the proposal. When executed as required, the change order will be considered the controlling SOW. Parties may elect to enter into separate SOWs for certain Software Services rather than execute change Orders if they desire.

16.3.3 If the Customer does not accept the proposal, the Parties shall perform the Agreement within the framework of the current Order.

16.4 Technical Requirements for Use, Availability

16.4.1 Support Responsibilities of Customer. Episerver's obligations to provide the Campaign Software Services and meet the service levels herein are subject to the following:

16.4.1.1 Customer shall provide Episerver with access to end users to duplicate and resolve errors;

16.4.1.2 Customer shall provide supervision, control and management of the use of the Campaign Software Services; and

16.4.1.3 Customer shall document and promptly report all errors or malfunctions in the Campaign Software Services to Episerver. Customer shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Episerver.

16.5 Customer General Obligations

16.5.1 The Customer shall support the execution of the Agreement through active and appropriate cooperative actions. In particular, it shall promptly provide Episerver with all information, data, and documentation that is required for the provision of the contractually agreed services.

16.5.2 If a lack of cooperation from the Customer should mean that certain services cannot be performed within an agreed period, the service period shall be extended accordingly.

16.5.3 Customer shall not violate any law, statute or rights of third parties, in particular the Tele Media Act ("Telemediengesetz"), the Federal Data Protection Act ("Bundesdatenschutzgesetz"), the Act against unfair practices ("Gesetz gegen den unlauteren Wettbewerb") personal and data protection rights and laws, or any laws, statutes, rules or regulations of Germany or any other relevant jurisdiction.

16.5.4 Customer shall not send Messages: (a) unsolicited to unknown individuals in bulk; (B) to individuals who have not given appropriate consent to receive such Messages or content; or (C) to individuals who have opted out of receiving such Messages or content. Customer is obligated to monitor customer information and to inform Episerver without any delay in case a customer has opted out from receiving Messages or in case the legal prerequisites for receiving Messages are subsequently omitted. Customer must configure Messages in such a way that the receiver is informed in every Message about the opportunity to opt out from receiving Messages. The Parties agree that the Customer is solely responsible for the lawful design of the opt-in and opt-out options.

16.6 Contacts and Performance of the Agreement

16.6.1 Customer is obliged to name a technically competent contact person who is responsible for the necessary internal coordination of the project with the Customer and, where necessary, with third-party service providers, and provides Episerver with the necessary information and documentation in a usable form.

16.6.2 The contact person is also authorized to take decisions that are necessary for the smooth implementation and completion of the project (such as changes to the scope of service, acceptances).

16.6.3 Customer acknowledges that replacing the contact person during an ongoing Agreement is regularly associated with increased costs for Episerver. Nevertheless, if Customer does replace the contact person and if Episerver incurs increased expenses as a result of this, Customer shall bear the additional costs that are incurred.

16.6.4 While Episerver shall retain data under Section 16.11 of this EUSA, Customer shall be responsible for creating regular secure back-up copies of its own data, such as historical contact lists, customized operational workflows, and other such data which is not intended to be held within the Campaign Software Services. Please see the SLA for more information.

16.7 Special Provisions on Sending Messages

16.7.1 The Customer is obliged to ensure that its use of Campaign Software Services does not violate applicable law. When collecting, selecting and using recipient addresses and data, and in terms of the contents to be sent (texts, images, etc.) and the hyperlinks that are used, the Customer is obliged to comply in particular with laws relating to national and international data protection, competition, criminal law, copyright, trademark, labeling, patent and name laws, as well as provisions on child protection and other third-party rights. Please see the Episerver Fair-Use Policy (http://www.episerver.com/legal/fair-use-policy) for more information.

16.7.2 The Customer shall ensure that for each data record it uses, the Customer shall have explicit permission from the relevant recipient for sending advertisements or commercial communication in the communication channel chosen by the Customer (e.g., e-mail, fax, SMS or push).

16.7.3 The Customer shall undertake to meet the recognized and widely-used codes of conduct and standards for the proper mass sending of advertising Messages. In particular, this concerns what are known as white list programs for sending e-mails. The objective of these codes and standards is to send the Messages without any faults from a technical and legal point of view.

16.7.4 On Episerver's request, Customer shall immediately provide Episerver with consent in written form with all of the information it has for the respective data record, provided that this is not expressly and verifiably prohibited for legal reasons. This may affect the following information:

16.7.4.1 Credentials, e.g.: Double-opt-in procedure, context of the collection of e-mail addresses, text of the declaration of consent, notes on the possibility of withdrawal option

16.7.4.2 Date and time of registration confirmation by the Customer with double-opt-in procedure

16.7.4.3 Copy of the confirmation e-mail with double-opt-in procedure

16.7.4.4 URL of the website with which the registration was performed

16.7.4.5 Time (date, time and IP address) of the registration and registration confirmation (double-opt-in)

16.7.4.6 Basis and content of the customer relationship (e.g., purchased product)

16.8 Restricting and blocking the Campaign Software Services

16.8.1 If there are concrete indications that the Customer is or has violated statutory provisions, third-party rights, or contractual obligations, Episerver shall be entitled to restrict the Customer's use of Campaign Software Services, and to deactivate the e-mail sending function in particular. When selecting the measures, Episerver shall consider its own operational requirements and liability risks and the legitimate interests of any claimants and the Customer (e.g., default, severity of the violation of the obligation, risks, user's opinion) appropriately. The Customer can prevent the performance of the measures by submitting appropriate proof, at its own cost, of currently available evidence of an infringement.

16.9 Legal consequences of sending Messages in breach of the Agreement

16.9.1 If the Customer has not obtained legal consent for sending marketing Messages, or if the Customer cannot submit this in accordance with Section 16.7.2 of this EUSA, and if Episerver receives complaints from a party concerned, or a Trade Association appointed by a party concerned or a competitor due to the unauthorized sending of marketing Messages (e.g. SPAM) Customer is obligated to pay all penalties and fines associated with such unauthorized activities.

16.9.2 "Trade Associations" shall include institutions which are authorized to issue a class action in accordance with section 8 (3) UWG [Act against Unfair Competition]. This includes institutions in the

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field of online marketing and Internet industry such as white list providers, or the Wettbewerbszentrale [Center for protection against unfair competition].

16.10 Additional Data and Data Protection Provisions

16.10.1 Campaign Software Services shall be provided by Episerver as data processing on Customer's behalf. Customer is the responsible body in relation to Sections 3 (7), 11 BDSG (Bundesdatenschutzgesetz [German Federal Data Protection Act]). Episerver is obligated to keep secret personal data that is processed on Customer's behalf, and to process it only in accordance with Customer's instructions.

16.10.2 Episerver is authorized in accordance with data processing agreements between the Episerver Affiliate companies (including Episerver AB, Episerver Inc., Episerver UK Ltd., Episerver GmbH, Episerver Pty Ltd., and Episerver Research and Development Ltd.) to share contract data with Episerver Affiliates for the purpose of the provision of Campaign Software Services, unless Customer objects to such use before the conclusion of the Agreement.

16.10.3 Employees of Episerver, as well as third parties who are deployed within the scope of the Order, or who have access to personal data, are to be obliged in writing to adhere to confidentiality and to maintain data secrecy in accordance with Section 5 BDSG.

16.11 Retention of Data

16.11.1 Episerver is obliged to retain the recipient data which has been transmitted to Customer, or that was stored on Customer's behalf, for a period of at least three (3) months after the end of the Agreement. This does not affect Customer's right to demand the deletion of the data at any time in accordance with Section 16.11.5.

16.11.2 Episerver shall notify Customer in writing about the deletion of the data two (2) weeks before the period expires, in. At the end of this period, Episerver is entitled to delete Customer Data.

16.11.3 Until the expiry of the period defined in Section 16.11.1, Customer shall have the right to access at all times the recipient data saved in its otherwise deactivated Campaign Instance. This shall enable Customer to export the recipient data to a standard data format such as .csv.

16.11.4 In the event that bankruptcy or insolvency proceedings are requested or initiated regarding Episerver's assets, or if the initiation of such proceedings has been rejected due to a lack of assets, the Customer shall be granted an unrestricted access right to its data in accordance with Section 16.11.3 herein.

16.11.5 If Customer issues Episerver with a binding consent for deletion in written form, Episerver is entitled and obliged to delete the data within two (2) weeks after receipt of the declaration of consent, even if the retention period has not yet expired.

16.11.6 Only data which Episerver is legally obliged to retain is excluded from the deletion of data.

16.12 Additional References

16.12.1 If Customer purchase these additional services for Campaign Software Services, these additional reference terms shall apply –

    16.12.1.1   Short Message Services (SMS) – www.episerver.com/legal/marketing-automation/sms
    16.12.1.2   Annex for SMS to Germany, Italy and Spain - www.episerver.com/legal/marketing-automation/sms
    16.12.1.3   Push Services – http://www.episerver.com/ marketing-automation /mobile-push
    16.12.1.4   Print Services – http://www.episerver.com/legal/ marketing-automation /print
    16.12.1.5   CRM Integrations http://episerver/ marketing-automation /integrations

16.12.2 Section 212 of the German Civil Code ("Bürgerliches Gesetzbuch") shall not apply. Customer has no right of self-remedy in accordance with section 637 BGB for contractual services. The Parties specifically agree that the Campaign Software Services are not covered by the Product Liability Act (*Produkthaftungsgesetz*).