

# GENERAL TERMS AND CONDITIONS

## PROSKE VIRTUAL PLATFORM & SERVICES

Proske GmbH with its place of business at Ellmaierstrasse 40, 83022 Rosenheim (hereinafter referred to as "PROSKE") produces and licenses high-performance software in the field of virtual venue platform, for digital real time meetings and conferences in a virtual, internet-based platform environment to its customers ("CLIENT"). Except as otherwise agreed in writing between PROSKE and its CLIENT, in any contractual relations in which PROSKE provides Virtual platform software licenses including services, such as services for the conception, creation, production and overall project management of a virtual event, as well as related support, to another company or public law entity or special fund, these General Terms and Conditions for Virtual Venue Software & Services ("GTC") apply. They apply to precontractual relations accordingly.

### 1. DEFINITIONS

**"Affiliate"** means any legal entity that is affiliated with another company within the meaning of the German Stock Corporation Act (AktG), section 15.

**"Authorized User" (or "Named User")** means a person at CLIENT or its Affiliates or CLIENT's or its Affiliates' Business Partners to whom CLIENT grants access authorization to use the Virtual Venue Platform.

**"Business Partner"** means a legal entity that requires use of a Virtual Venue Platform in connection with CLIENT's and its Affiliates' internal business operations. These may include CLIENTs, distributors, service providers and/or suppliers of CLIENT or its Affiliates.

**"CLIENT Data"** means any content, materials, data, personal data and information that Authorized Users enter into the production system of the Virtual Venue Platform or derive from its use of and store in the Virtual Venue Platform. CLIENT Data and its derivatives will not include PROSKE's Confidential Information.

**"Confidential Information"** means all information which PROSKE or CLIENT protect against unrestricted disclosure to others or that are deemed confidential according to the circumstances of their disclosure or their content, including the GTC. In any case, the following information is considered to be Confidential Information of CLIENT: the CLIENT Data, CLIENT marketing and business requirements, CLIENT implementation plans, and/ or CLIENT financial information; and Confidential Information of PROSKE: the Virtual Venue Platform, the technical idea behind the Virtual Venue Platform, software and source code, Documentation, Virtual Venue Materials and analyses under Section 3.7, and information regarding PROSKE research and development, product offerings, pricing and availability.

**"Consulting Services"** means related professional services, such as implementation, configuration, participant management, branding, embedding of online conferencing systems, production of graphics, motion graphics, presentations or training services, as agreed in the Order.

**“Documentation”** means PROSKE’s then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Virtual Venue Platform which is made available to CLIENT.

**“Subscription Term”** means the term of a Virtual Venue Platform subscription identified in the Order, including the Initial (Subscription) Term and all Renewal Terms.

**“Order”** means the agreed order form for the Virtual Venue Platform and Consulting Services ordered by CLIENT thereunder, including information on the Virtual Venue Platform, Consulting Services and other information necessary for the delivery of such items to CLIENT. The format of the Order may be digital, online or in writing.

**“Usage Metric”** means the standard of measurement for determining the permitted use volume and calculating the applicable fees due for a Virtual Venue Platform as set forth in the Order.

**“PROSKE Policies”** means the operational guidelines and policies applied by PROSKE to provide and support the Virtual Venue Platform.

**“Virtual Venue Materials”** mean any materials provided by PROSKE to CLIENT before or in the course of performance under the GTC, including the materials produced delivering support or Consulting Services for CLIENT. Virtual Venue Materials include materials created in cooperation with CLIENT, but do not include the CLIENT Data, CLIENT Confidential Information or the Virtual Venue Service.

**“Virtual Venue Platform”** means any distinct on demand virtual event solution

provided and supported by PROSKE according to Order to this GTC. Order includes the description of the virtual event: Scope, estimated no. of participants, starting date and end date, requested Consulting Services, etc. and support services.

## **2. USAGE RIGHTS**

2.1. During the Subscription Term, PROSKE grants to CLIENT a non-exclusive, non-transferable and world-wide right to use the Virtual Venue Platform (including its implementation and configuration), Virtual Venue Materials and Documentation solely for running CLIENT’s and its Affiliates’ own virtual venue operations and in accordance with the GTC, the PROSKE Policies and the Documentation. Permitted uses and restrictions of the Virtual Venue Platform also apply to Virtual Venue Materials and Documentation.

2.2. CLIENT may permit Authorized Users to use the Virtual Venue Platform within the contractually agreed scope. In particular, usage is limited to the Usage Metrics and volumes stated in the Order. CLIENT is responsible for the acts and omissions of its Authorized Users, Affiliates, and Business Partners as for its own acts and omissions and shall oblige them to adhere to the contractual provisions for the use of the Virtual Venue Platform, Documentation and the Virtual Venue Materials.

2.3. CLIENT is otherwise not allowed to sublicense, license, sell, lease rent or otherwise make any Virtual Venue Platform or Virtual Venue Materials available to third parties.

2.4. When using the Virtual Venue Platform, CLIENT shall not: (a) copy, translate, disassemble, decompile, reverse

engineer, or otherwise modify, in full or in part, or make any derivative works of the Virtual Venue Platform, the Documentation or Virtual Venue Materials (except to the extent permitted by mandatory law); however, the Documentation may be copied to the extent necessary for internal purposes; (b) use the Virtual Venue Platform in breach of applicable law, in particular CLIENT will not transmit any content or data that is unlawful or infringes any intellectual property rights of third parties; (c) circumvent or endanger the operation or security of the Virtual Venue Platform.

2.5. CLIENT will monitor its use of the Virtual Venue Platform and report to PROSKE in writing without undue delay any use that goes beyond what is contractually agreed, in particular any use in excess of the Usage Metrics and volume. In this case, CLIENT must sign an extension GTC that documents the additional use and additional fee. Such fees shall accrue from the date the excess use began. PROSKE may monitor use to verify compliance with Usage Metrics, volume and the GTC.

2.6. PROSKE can temporarily limit or suspend CLIENT's access (in particular user names and passwords) to the Virtual Venue Platform to prevent damages, if it is sufficiently probable that the continued use of the Virtual Venue Platform in breach of contract by CLIENT, the Authorized Users, or a third party using CLIENT's access data may result in harm to the Virtual Venue Platform, other PROSKE CLIENTs, or the rights of third parties in such a way that immediate action is required to avoid damages. PROSKE will notify CLIENT of the limitation or suspension without undue delay. If circumstances allow, CLIENT shall be informed in advance in writing or by email.

PROSKE will limit the suspension or limitation in time and scope as reasonably possible under the circumstances.

2.7. The Virtual Venue Platform may include integrations with web services made available by PROSKE Partners or third-party providers on external websites that are accessed through the Virtual Venue Platform and subject to terms and conditions with those third parties.

2.8. PROSKE shall provide only technical access to the content of such integrated websites. The content of such websites is the sole responsibility of these third parties.

2.9. Authorized Users may access certain Virtual Venue Platforms through mobile applications obtained from third-party websites such as Android or Apple app store. The use of mobile applications as such is subject to the terms and conditions agreed upon download/access to the mobile application and is not subject to the terms of the GTC.

### **3. PROSKE RESPONSIBILITIES AND OBLIGATIONS**

3.1. PROSKE provides the Virtual Venue Platform agreed in the Order in accordance with Section 2.

3.2. PROSKE provides support services and Consulting Services as agreed in the Order. The quality and functionality of the agreed performance that PROSKE is obliged to provide is conclusively agreed in the Order and the documents referred to therein. PROSKE is not obliged to perform additional services or provide additional service features.

3.3. If CLIENT is provided with a free-of-charge test Virtual Venue Platform, PROSKE shall provide no support for this

test Virtual Venue Platform and has no obligation to provide any particular service level. PROSKE may cease providing access to such free-of-charge test Service at any time.

3.4. Unless otherwise stipulated, PROSKE will maintain an average monthly system availability for the production system of the Virtual Venue Platform of 98% percentage during each month for productive versions, excluding downtimes such as (i) a scheduled downtime for which a regular maintenance window is agreed, or for which the client has been notified prior to such maintenance window or (iii) unavailability caused by factors outside of PROSKE's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.

3.5. PROSKE will implement and maintain appropriate technical and organizational measures to protect the personal data processed by PROSKE as part of the Virtual Venue Platform as described in the Data Processing Agreement in compliance with applicable data protection law.

3.6. The features of the Virtual Venue Platform and the PROSKE Policies may be enhanced and may be adapted by PROSKE to reflect technical advances and to allow for the Virtual Venue Platform's continuing compliance with applicable mandatory law.

3.7. PROSKE may create analyses utilizing, in part, CLIENT Data and information derived from CLIENT's use of the Virtual Venue Platform and Consulting Services, as set forth below ("Analyses"). Analyses will anonymize and aggregate information and will be treated as Virtual

Venue Materials. Unless otherwise agreed, personal data contained in CLIENT Data is only used to provide the Virtual Venue Platform and Consulting Services.

Analyses may be used for the following purposes:

- product improvement (in particular, product features and functionality, workflows and user interfaces) and development of new PROSKE products and services,
- improving resource allocation and support,
- internal demand planning,
- training and developing machine learning algorithms,
- improving product performance,
- verification of security and data integrity
- identification of industry trends and developments, creation of indices and anonymous benchmarking.

#### **4. CLIENT DATA AND PERSONAL DATA, CLIENT RESPONSIBILITIES AND OBLIGATIONS**

4.1. CLIENT is responsible for the content of the CLIENT Data and entering it into the Virtual Venue Platform. Subject to Section 11, CLIENT grants to PROSKE and its subcontractors a nonexclusive right to process CLIENT Data for the sole purpose of and only to the extent necessary for PROSKE (i) to provide and support the Virtual Venue Platform (including without limitation preparing backup copies or performing penetration tests); (ii) to verify CLIENT's compliance with the provisions set forth in Section 2.

4.2. CLIENT will collect and maintain all personal data contained in the CLIENT Data in compliance with applicable data protection law.

4.3. CLIENT shall maintain appropriate security standards for use of the Virtual Venue Platform by the Authorized Users. CLIENT is solely responsible for determining the suitability of the Virtual Venue Platform for CLIENT's business processes and for complying with all applicable legal provisions regarding CLIENT Data and its use of the Virtual Venue Platform. Free of charge, CLIENT must provide the collaboration required in connection with the provision of the Virtual Venue Platform and the support and Consulting services by PROSKE, including, for example, infrastructure and telecommunications equipment for Virtual Venue Platform access. PROSKE points out that CLIENT's collaboration is a necessary precondition for PROSKE's correct performance of its obligations. CLIENT bears all consequences and costs resulting from breach of its duties.

4.4. During the Subscription Term, CLIENT can access its CLIENT Data at any time. CLIENT may export and retrieve its CLIENT Data in a standard format. Export and retrieval may be subject to technical limitations and prerequisites (e.g. as described in the Documentation), in which case PROSKE and CLIENT will agree on a reasonable method to allow CLIENT access to CLIENT Data. Before the Subscription Term expires, CLIENT may use PROSKE's self-service export tools (as available) to perform a final export of CLIENT Data from the Virtual Venue Platform. Following the end of the Subscription Term, PROSKE will delete or overwrite the CLIENT Data remaining on servers hosting the Virtual Venue Platform unless applicable mandatory law requires retention. Retained data is subject to the confidentiality provisions of the GTC.

## 5. REMUNERATION, PAYMENT AND TAXES

5.1. CLIENT will pay PROSKE the fees agreed in the Order. All fees are in EURO. No discounts shall be granted. Payments are due 10 calendar days from the date of the invoice. Consulting Services are charged at the end of the month by the actual hours spent. Any fees not paid when due shall accrue interest at the applicable statutory interest rate. If CLIENT is still in default of payment after a reasonable extension period set by PROSKE has passed, PROSKE can deny full or partial access to the Virtual Venue Platform temporarily until payment has been received. CLIENT may offset only claims or claim rights of retention that are uncontested or have been finally determined by the court.

5.2. Fees and other charges described in this GTC do not include sales, VAT, withholding, use, property, excise, service, or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for CLIENT's account. Any applicable direct pay permits or valid tax-exempt certificates must be provided to PROSKE prior to the execution of this GTC. If PROSKE is required to pay Taxes, CLIENT shall reimburse PROSKE for such amounts. CLIENT hereby agrees to indemnify PROSKE for any Taxes and related costs, interest and penalties paid or payable by PROSKE.

5.3. During the Subscription Term of the Order, CLIENT may agree on an increase of units of an agreed Usage Metric by executing an addendum to the relevant Order ("Extension Order"). The term of each Extension Order shall be coterminous with the then-current term of the Order irrespective of the effective date of Extension Order and all fees shall be prorated accordingly.



## 6. TERM AND TERMINATION

6.1. The Subscription Term is as stated in the Order. Each Order initially runs for the Initial Subscription Term defined therein ("Initial Subscription Term"). At the end of the Initial Subscription Term, it automatically renews by the renewals defined therein (each a "Renewal Term"), unless the Order is terminated by one of the parties in accordance with this section.

6.2. An ordinary partial termination of the Order is excluded during the Initial Subscription Term or any Renewal Term. CLIENT may terminate any Order by written notice at least one day in advance of the expiration of the Initial Subscription Term or current Renewal Term. PROSKE may terminate any Order by written notice at least six months prior to the expiration of the Initial Subscription Term or current Renewal Term. Extraordinary termination rights and the right to termination for just cause remain unaffected. Notice of termination must be given in written form. PROSKE reserves the right to terminate for just cause in particular where CLIENT is repeatedly or seriously in breach of major contractual obligations.

6.3. At the end of the contract, (i) CLIENT's access to the Virtual Venue Platform shall cease, (ii) CLIENT's right to use the Virtual Venue Platform and all PROSKE Confidential Information will end and (iii) Confidential Information of the disclosing party will be returned or destroyed as required by the GTC.

## 7. WARRANTIES BY PROSKE

7.1. PROSKE warrants, for the Subscription Term, that the Virtual Venue Platform meets the specifications agreed in the Supplement and the Documentation and that the Virtual Venue Platform where used by CLIENT as contractually agreed does not infringe any third-party right.

PROSKE will remedy any defects as to quality and defects in title in the Service in accordance with Section 7.4. If PROSKE has failed to remedy the defect at the end of an additional time period of a reasonable length set in writing by CLIENT, and the suitability of the Virtual Venue Platform is consequently reduced to a more than just insignificant degree, CLIENT has the right of termination, which must be communicated in writing. If the suitability of the Virtual Venue Platform for use in accordance with the GTC is reduced to a more than just insignificant degree, CLIENT is entitled to reduce the remuneration by an appropriate amount. Section 10 applies for damage compensation due to defects. No-fault liability as provided in the German Civil Code, Section 536a (1) Alt. 1 for defects that existed at the time of contract execution is excluded.

7.2. For Consulting Services provided as works ("Werkleistung"), PROSKE warrants that the Consulting Service corresponds to the agreed service description by remedying defects in accordance with Section 7.4. If defects have not been remedied at the end of an additional time period of a reasonable length set by CLIENT in writing, CLIENT is entitled to reduce the payable remuneration in the Order for the Consulting Service concerned by an appropriate amount or to withdraw from the Order with respect to the Consulting Service. Section 10 applies for damage compensation due to defects.

7.3. If PROSKE fails to properly provide Consulting Services which are not subject to acceptance, or if – with regard to Consulting Services or the Virtual Venue Platform – PROSKE is otherwise in breach in an area other than liability for defects as to quality and defects in title, CLIENT must

give notice of this failure or breach to PROSKE in writing and set an additional time period of a reasonable length, during which PROSKE has the opportunity to properly perform its duty or otherwise remedy the situation. Section 10 applies with regard to compensation for damages.

7.4. PROSKE shall remedy defects in Consulting Services that are subject to acceptance and in the Virtual Venue Platform by providing CLIENT with either a new Consulting Service or Virtual Venue Platform, that is free of defects or, at its election, by eliminating the defects. One of the ways PROSKE may eliminate a defect is to indicate to CLIENT a reasonable way to avoid the effect of the defect. In the event of defects in title, PROSKE shall elect to (i) procure for CLIENT the right to use the Virtual Venue Platform or Consulting Service in accordance with the contract, or (ii) replace the Virtual Venue Platform or Consulting Service or change it such that the accusation of breach no longer stands, whereby CLIENT's contractual use is not unreasonably impacted, or (iii) terminate the Order to this extent and reimburse the CLIENT's remuneration paid in advance for the term remaining after the date of termination, and to pay damages subject to the limitations of Section 10.

7.5. CLIENT must give notice of every breach to PROSKE in writing without delay and with a detailed description of the reason.

7.6. Warranty rights resulting from defects as to quality and defects in title in Consulting Services subject to acceptance expire one year after acceptance. Warranties for the Virtual Venue Platform apply accordingly to the support services.

## 8. FORCE MAJEURE

8.1. PROSKE shall not be liable for any obligation of performance, injury, damage, delay, accident, inconvenience or irregularity under this GTC that results directly or indirectly from a Force Majeure Event and this GTC may thereupon be terminated in whole or in part by written notice within a reasonable time from the affected Party. A "Force Majeure Event" for purposes hereof means any act or circumstance beyond the affected Party's reasonable control that has the effect of delaying or rendering the performance of that Party's obligations hereunder impractical, inadvisable, or in any other way causes that Party to delay or fail to perform, in whole or in part (but only to the extent of such delay or failure to perform), including, without limitation, the occurrence of any of the following which meet that criteria: an accident, fire, riot, war, civil disturbance, terrorist act, strike, labor dispute, pandemic, health or travel advisories and any act of God.

8.2. Should this GTC be terminated according to the terms in this Section, PROSKE will return to CLIENT any payments previously paid by CLIENT to PROSKE, less all of the following amounts which PROSKE shall be entitled to retain or to be paid in the event there are insufficient CLIENT funds on hand at PROSKE: any fees for Consulting Services rendered as of the date of the Force Majeure Event, any non-recoverable and other out-of-pocket costs that PROSKE has paid or is obligated to pay to PROSKE's vendors, suppliers and subcontractors, and any costs (including labor) for which PROSKE has otherwise incurred an obligation to pay, as of the time of the Force Majeure termination, so long as such direct and / or indirect costs are supported by reasonable documentation. PROSKE shall use good

faith efforts on behalf of CLIENT to obtain refunds of monies deposited with any of PROSKE's vendors, suppliers and subcontractors in the case of cancellation, However, PROSKE does not guarantee said refunds, nor shall it be obligated to seek such refunds through legal action.

## 9. THIRD-PARTY CLAIMS

If a third-party claims that CLIENT's use of the Virtual Venue Platform or Virtual Venue Materials in accordance with the terms and conditions of the GTC infringes its intellectual property rights, CLIENT must fully inform PROSKE in writing without delay. If CLIENT ceases to use the contractual Virtual Venue Platform or Virtual Venue Materials to mitigate loss or for other just reason, CLIENT must notify the third party that such cessation does not imply any recognition of the claimed infringement. CLIENT shall conduct court proceedings with the third party only with PROSKE's GTC or shall authorize PROSKE to assume sole conduct of the dispute. This applies mutatis mutandis in cases where a third party makes claims against PROSKE that are due to acts by CLIENT, the Authorized Users, or third-party provider access.

## 10. LIMITATION OF LIABILITY

10.1. PROSKE is liable in contract, tort, or otherwise for loss or wasted expenditure subject always as follows:

10.2. In cases of intent, PROSKE's liability extends to the full loss; in cases of gross negligence, liability is limited to the amount of foreseeable loss that would have been prevented through the exercise of due care; in cases of absence of a guaranteed quality, liability is limited to the amount of foreseeable loss that would have been prevented by the presence of the guaranteed quality.

10.3. In other cases, PROSKE is not liable except for breach of a major obligation (Kardinalpflicht) and only up to the limits in the following subsection. A breach of a major obligation in the meaning of this is assumed where the duty itself is a necessary prerequisite for the contractual performance, or where the breach of the relevant duty jeopardizes the purpose of the contract and where CLIENT could legitimately rely upon its fulfillment.

10.4. Liability in cases under Section 10 is limited to EUR 100.000,00 per incident, and to a total per contract year of the fee that was paid in the contract year for the Virtual Venue Platform (or Consulting Service respectively) concerned, but at least EUR 250.000,00.

10.5. Contributory fault (e.g., breach of Section 4 duties) may be claimed. The limits of liability do not apply to personal injury liability or liability under the German Product Liability Act (Produkthaftungsgesetz).

10.6. All claims against PROSKE in contract, tort, or otherwise for loss or wasted anticipatory expenditure are barred after a period of one year. That period begins at the point in time specified in the German Civil Code, Section 199 (1). The foregoing provisions in this section notwithstanding, the time bar comes into effect not later than five years after the claim arises. The provisions in sentences 1 to 3 in this subsection 10.6 do not apply to liability for intent or gross negligence, liability for personal injury, or liability under the German Product Liability Act. The provisions in this section do not affect the other time bar for claims arising out of defects as to quality and defects in title.



## 11. IP RIGHTS

11.1. CLIENT may only use the Virtual Venue Platform, Virtual Venue Materials, Documentation and Consulting Services to the extent contractually agreed. As between CLIENT and PROSKE, all rights therein, that are not expressly granted to CLIENT, are reserved to PROSKE or licensors, including without limitation if those were created to address a requirement of or in collaboration with CLIENT. Such as all ideas, proposals, concepts and original expression, in any and all formats, presented by PROSKE, are proprietary to PROSKE and shall comprise and remain PROSKE's exclusive right and property. Furthermore, PROSKE retains all rights, including all patent, trademark, copyright, trade secret, know-how, and any other proprietary rights, in and to the production, implementation and promotion of its proposals.

11.2. Except as stated otherwise in the GTC, CLIENT retains all rights in and related to the CLIENT Data as between CLIENT and PROSKE. PROSKE may use CLIENT provided trademarks solely to provide and the Virtual Venue Platform and the Support.

## 12. CONFIDENTIALITY

12.1. Both parties undertake forever to protect the other party's Confidential Information acquired before and in connection with contract performance, as confidential to the same extent they protect their own Confidential Information, and not less than a reasonable standard of care. Confidential Information of the other party may only be shared with or disclosed to third parties who are under obligations of confidentiality substantially similar to those in Section 12 and only to the extent this is necessary to enable the receiving party to exercise its rights or perform its

obligations under the GTC. Any reproduction of any Confidential Information of the other party shall contain any and all confidential or proprietary notices or legends which appear on the original, as far as this is technically feasible.

12.2. Section 12.1, above shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; (b) is generally available to the public without a breach of the GTC by the receiving party or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions; or (d) the disclosing party agrees in writing is free of confidentiality restrictions.

12.3. Neither party shall use the name of the other party in publicity activities without the prior written consent of the other. However, PROSKE may use CLIENT's name in CLIENT listings (reference listings) or, at times mutually agreeable to the parties, as part of PROSKE's marketing efforts (including reference calls and stories, press testimonials). PROSKE may share information on CLIENT with its subcontractors and business partners for marketing and other business purposes. Insofar as this includes the provision and use of contact information of CLIENT's contact persons, CLIENT will secure the appropriate permissions where necessary.

12.4. PROSKE is also permitted to use the creative concept for future reference and promotion within the PROSKE corporate portfolio (portfolio is taken to mean digital and print media including,

but not limited to, PROSKE website, social media, company presentation, newsletter) as well as in online media or awards.

### **13. MISCELLANEOUS**

13.1. All notices or reports which are required or may be given pursuant to this GTC shall be in writing and shall be deemed duly given when delivered to the respective executive offices of PROSKE and CLIENT at the addresses first set forth in any Order. Where in this Section 13.1 or elsewhere in this GTC a written form is required, except for any notice of termination or notice of a material breach which shall occur by exchange of letter(s), that requirement can also be met with an electronically transmitted signature (facsimile transmission, e-mail transmission with scanned signatures, or other agreed form of electronic contract conclusion such as the DocuSign™ procedure). Except in that respect, however, the provisions in the German Civil Code, Section 127 (2) and (3) do not apply.

13.2. The CLIENT is responsible for complying with all applicable legal provisions of the country in which it is headquartered, and of other countries in respect of the use of the Virtual Venue Platform, Documentation, and Virtual Venue Materials by CLIENT and its Authorized Users. PROSKE hereby gives express notice that, in accordance with the export control laws the Federal Republic of Germany, and as a result of trade sanctions and embargos applicable to PROSKE, PROSKE may be obliged to restrict, temporarily withdraw, or terminate CLIENT's access to the Virtual Venue

Platform, Virtual Venue Materials, Documentation, and other PROSKE materials.

13.3. System notifications and information from PROSKE relating to the operation, hosting or support of the Virtual Venue Platform can also be provided within the Virtual Venue Platform, electronically to the contact person named in the Order or can be made available via the PROSKE support portal.

13.4. Without PROSKE's prior written consent, however subject to the provisions of the German Commercial Code (HGB), Section 354a respectively, CLIENT may not assign or transfer the GTC or any of its rights or obligations to a third party.

13.5. German law applies exclusively to all claims in contract, in tort, or otherwise, and the UN sales laws convention is excluded. The conflict-of-law rules shall not apply. If CLIENT is a merchant, a juristic person under public law, or separate fund under public law, the sole place of jurisdiction for all differences arising out of or in connection with the GTC shall be München I.

13.6. Each of the parties hereby represents and warrants to the other party that it has the right, power and legal authority to enter into and fully perform this GTC in accordance with its terms and that this GTC when executed and delivered by the parties will be a legal, valid and binding obligation enforceable against the parties in accordance with its terms.