

GENERAL TERMS AND CONDITIONS of B&S Media GmbH (Alyza.ai)

1. Scope of application

- 1.1 These GENERAL TERMS AND CONDITIONS (GTC) apply to all contracts concluded between B&S Media GmbH, Hannover (hereinafter referred to as "PROVIDER") and its CUSTOMERs (hereinafter referred to as "CUSTOMER") for the use of the PROVIDER's products and services.
- 1.2 The GENERAL TERMS AND CONDITIONS apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the CUSTOMER shall not apply unless the PROVIDER has expressly agreed to their (partially) validity in writing.
- 1.3 The Provider concludes contracts exclusively with entrepreneurs within the meaning of§ 14 BGB (German Civil Code).

2. Subject matter of the contract

- 2.1 The PROVIDER offers the CUSTOMER various products and services which are described on the PROVIDER's website. These include but are not limited to Voice Recognition, Customer Review Analysis, Cruise Market Update and Cruise Alert or sale and licensing of data - herein referred as products and services.
- 2.2 The PROVIDER shall provide the CUSTOMER with various interfaces for the use of its products and services, such as API, front-end, e-mail or voice. The interfaces shall be used in accordance with the technical prerequisites and requirements as described in detail in the respective documentation of the PROVIDER.
- 2.3 The PROVIDER is entitled to have its services provided in whole or in part by third parties.
- 2.4 The PROVIDER endeavors to continuously improve and further develop its products and services. The PROVIDER therefore reserves the right to make changes, additions or extensions to its services, provided that these are reasonable for the CUSTOMER and do not significantly impair the contractually agreed functionality or quality. This does not constitute a claim to the optimization of the products and services.

3. Conclusion of contract

- 3.1 The presentation of products and services on the website or in other media merely serves as an invitation to the CUSTOMER to submit an enquiry and does not constitute a binding offer.
- 3.2 The CUSTOMER may submit an enquiry regarding the use of the PROVIDER's products and services or a demo thereof by completing and sending the contact form provided on the PROVIDER's website or by sending a written order to the PROVIDER by email or other means. Such enquiries do not constitute a binding contractual declaration.
- 3.3 After Receiving an inquiry the PROVIDER will send to the CUSTOMER a written offer (Offer Sheet) by email, which contains all contract-relevant information and constitutes a binding contractual offer. Offers are valid for 30 days.

- 3.4 The contract is only concluded if the CUSTOMER accepts the offer. The acceptance may be declared in text form (i.e. via e-mail) as stipulated in section 126 b (§ 126 b) of the German Civil Code (BGB).

4. Prices and terms of payment

- 4.1 The prices for the PROVIDER's products and services are based on the PROVIDER's current price list, which is made available to the CUSTOMER. The prices are exclusive of VAT.
- 4.2 Price adjustments may be made by the PROVIDER if significant cost factors change considerably after conclusion of the contract (for example due to supply bottlenecks or inflation). This applies to both price increases and price reductions. Price increases must be within a maximum of 7%. The CUSTOMER shall be informed of such adjustments in writing at least four weeks in advance before they come into effect. In case of a price increase, the CUSTOMER has the right to terminate the contract within two weeks of receipt of the notification, otherwise the price increase is deemed to have been accepted.
- 4.3 The PROVIDER shall issue the CUSTOMER with a monthly invoice for the products and services used. The invoice shall be sent to the CUSTOMER by e-mail or made available in an electronic customer portal.
- 4.4 The invoice amount is due for payment without deduction within 14 days of the invoice date. Payment shall be made by bank transfer at the CUSTOMER's discretion. The PROVIDER is entitled to change or restrict the payment method at any time.
- 4.5 If the CUSTOMER is in default of payment, the PROVIDER is entitled to demand default interest in the amount of 9 percentage points above the respective base interest rate as well as a default compensation in the amount of €40.00. The assertion of further damages caused by delay remains unaffected. The PROVIDER is also entitled to suspend or block the provision of services in whole or in part until the CUSTOMER has fulfilled his payment obligations.
- 4.6 The CUSTOMER shall only be entitled to offset against the claims of the PROVIDER or to exercise a right of retention if his counterclaims have been legally established, are undisputed or have been recognized by the PROVIDER.

5. Rights of use

- 5.1 The PROVIDER grants the CUSTOMER a non-exclusive, non-transferable and non-sublicensable right to use the PROVIDER's products and services for the contractually agreed purposes for the duration of the contract. The CUSTOMER undertakes to use the PROVIDER's products and services exclusively for the contractually agreed purposes and not to make them accessible to third parties.
- 5.2 The CUSTOMER is not entitled to reproduce, distribute, publish, modify, decompile, reverse-engineer or otherwise process the PROVIDER's products and services, unless this is expressly permitted by the PROVIDER or permitted by law.

- 5.3 The CUSTOMER is not entitled to pass on, rent, lend, sell, lease or otherwise transfer the PROVIDER's products and services to third parties, unless this is expressly permitted by the PROVIDER or permitted by law.
- 5.4 The CUSTOMER is obliged to use the PROVIDER's products and services only in accordance with the applicable laws, the contractual provisions and the PROVIDER's instructions. In particular, the CUSTOMER is obliged to observe and protect the rights of third parties, especially copyrights, trademark rights, personal rights and data protection rights.
- 5.5 The CUSTOMER must retain the copyright notices, trademarks and other proprietary notices contained on or in the PROVIDER's products and services unchanged. He may not remove, obscure or alter them. The CUSTOMER must inform the PROVIDER immediately if it becomes aware of any infringement of the rights of the PROVIDER or its licensors by third parties.
- 5.6 The PROVIDER reserves all rights to the PROVIDER's products and services unless they are expressly granted to the CUSTOMER. The CUSTOMER acknowledges that the PROVIDER's products and services are protected by copyright and are based on the intellectual property of the PROVIDER or its licensors.

6. Obligations and cooperation of the CUSTOMER

- 6.1 The CUSTOMER is obliged to provide the PROVIDER with all information, data and documents required for the provision of the services in a timely, complete and correct manner.
- 6.2 The CUSTOMER is obliged to fulfill and maintain the technical prerequisites and requirements for the use of the PROVIDER's products and services. This includes in particular the provision of suitable hardware, software, internet connection and power supply.
- 6.3 The CUSTOMER is obliged to keep the access data for the PROVIDER's products and services secret and to protect them from access by third parties. The CUSTOMER is responsible for all activities that take place under his access. The CUSTOMER must inform the PROVIDER immediately if he suspects or discovers any misuse of his access.
- 6.4 The CUSTOMER is obliged to support the PROVIDER to the best of his ability in the provision of the services and to provide all necessary cooperation.
- 6.5 The CUSTOMER is obliged to check the provided services and products on takeover and report any defect, errors or faults to the PROVIDER in writing.
- 6.6 After implementation of the service or product by the PROVIDER, the CUSTOMER is responsible for proper commissioning within his organization. The PROVIDER shall only ensure that the agreed functional scope of the service or product corresponds to the agreed scope. The CUSTOMER must ensure that it has, among other things, the appropriate software, server, network connection or other prerequisites for the service or product.

- 6.7 The CUSTOMER is obliged to check the PROVIDER's products and services regularly and to report any defects, errors or faults to the PROVIDER immediately and describe and document these as best as possible.
- 6.8 The CUSTOMER is obliged to notify the PROVIDER immediately of any damage caused or threatened by the use of the PROVIDER's products and services and to take all reasonable measures to minimize the damage.
- 6.9 The CUSTOMER grants the PROVIDER the right to use his name and logo for advertising purposes.

7. Warranty and Support

- 7.1 The PROVIDER warrants that the PROVIDER's products and services have the contractually agreed functionality and quality and are free from defects of title.
- 7.2 The PROVIDER is obliged to eliminate or rectify the reported defects, errors or faults within a reasonable period of time. The PROVIDER has the right to determine the type of defect elimination or rectification at its own discretion, whether by repair, replacement delivery, workaround solution or new creation.
- 7.3 The CUSTOMER must grant the PROVIDER the necessary time and opportunity to remedy or rectify the defect and provide him with all the necessary information, data and documents.
- 7.4 The CUSTOMER's warranty claims shall expire one year after the start of the statutory limitation period, unless claims for damages or claims under a guarantee are involved.
- 7.5 The warranty shall be excluded if the defect, fault or malfunction is due to improper use, modification, damage or intervention by the CUSTOMER or a third party in the products or services of the PROVIDER or if the CUSTOMER has not fulfilled his obligations to co-operate.
- 7.6 The warranty does not extend to the accuracy, completeness or timeliness of the information, data or content provided or processed by the PROVIDER's products or services, unless the PROVIDER has expressly guaranteed this.
- 7.7 The PROVIDER offers support services for the selected products and services.
- 7.8 Support requests can be sent to the PROVIDER by email. The PROVIDER shall endeavor to answer the support requests within reasonable times and to rectify any errors or restricted access to the service. Support is generally available from Monday to Friday (excluding public holidays in Germany) between 10:00 a.m. and 5:00 p.m. {Central European Standard Time, GMT+1 during winter time or GMT+2 during summer time). The CUSTOMER cannot claim a certain response time unless a Service Level Agreement (SLA) is concluded between the parties.
- 7.9 The CUSTOMER recognizes and accepts that there may be cases in which the service is not available or its accessibility is restricted. Such occurrences may be due to various factors, such as (but not limited to):
- Routine or emergency maintenance;

- Updates, upgrades or other development activities; or
 - Technical failures of the underlying software, equipment, services or infrastructure (e.g. telecommunication connection, network congestion or delays) affecting the PROVIDER or third party PROVIDERS.
 - External events affecting the provider's system, services or products (e.g. attacks by malware or other harmful software, DDoS attacks, etc.)
- 7.10 The PROVIDER reserves the right to limit or suspend the availability of the Service to the CUSTOMER if, in the reasonable judgement of the PROVIDER:
- The CUSTOMER is in breach of these Terms, including its obligation to pay the fees in a timely manner; or
 - The restriction or suspension is necessary for reasons of public safety, security, service maintenance, interoperability, data protection or to carry out work essential to the operation or technical requirements.
- 7.11 In addition to the terms of this contract, an individual Service Level Agreement (SLA) may be agreed. The conditions in the Service Level Agreement shall take precedence over the agreements made here without restriction in regards to the support offered to the CUSTOMER.
- 7.12 The Service Level Agreement (SLA) shall be made available to the CUSTOMER.

8. Liability

- 8.1 The PROVIDER shall be liable for damages caused to the CUSTOMER by him or his vicarious agents due to a culpable breach of contractual or statutory obligations in accordance with the statutory provisions, unless otherwise stipulated in these GENERAL TERMS AND CONDITIONS.
- 8.2 The PROVIDER shall be liable without limitation for damages resulting from injury to life, body or health as well as for damages caused by intent or gross negligence.
- 8.3 The PROVIDER shall only be liable for damages caused by slight negligence if it has
- 8.3.1 breached a material contractual obligation, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the CUSTOMER may regularly rely on (cardinal obligation) limited to the foreseeable damage typical for the contract,
 - 8.3.2 breached a provision of the GDPR or
 - 8.3.3 another statutory provision, if and insofar as this prescribes mandatory liability or does not permit a limitation and/or exclusion of liability.
- 8.4 The PROVIDER's liability for data loss or damage is limited to the restoration costs that would have been incurred if the CUSTOMER had made proper and regular data backups.
- 8.5 The liability of the PROVIDER for lost profits, lost savings, indirect damages or consequential damages is excluded to the extent permitted by law.

- 8.6 In the event of a breach of the Product Liability Act (ProdHaftG), the PROVIDER's liability is limited to the proven damage incurred. The PROVIDER accepts no liability for indirect damage, consequential damage or loss of profit. This limitation of liability does not apply to willful intent or gross negligence on our part.
- 8.7 The PROVIDER shall be liable for a breach of the provisions of the General Data Protection Regulation (GDPR) to the extent that in the event of a breach of the General Data Protection Regulation, the PROVIDER's liability shall be limited to the damage caused by the improper processing in accordance with the GDPR.
- 8.8 If the PROVIDER is the data processor, it shall only be liable for damage caused by the processing if it has failed to fulfil its obligations under the GDPR specifically applicable to processors or if it has acted in disregard of or contrary to the lawful instructions of the controller. The PROVIDER shall be exempt from liability if it can prove that it is in no way responsible for the event giving rise to the damage.
- 8.9 The limitations and exclusions of liability also apply to the legal representatives, employees and vicarious agents of the PROVIDER.
- 8.10 The CUSTOMER is obliged to notify the PROVIDER immediately of any damage caused or threatened by the use of the PROVIDER's products and services and to take all reasonable measures to minimize the damage.

9. Exemption from liability

- 9.1 The CUSTOMER is obliged to indemnify the PROVIDER against all third-party claims based on a breach of the CUSTOMER's contractual or statutory obligations.
- 9.2 The indemnification shall cover all damages, costs and expenses, including reasonable legal fees, incurred by the PROVIDER as a result of claims asserted by third parties. This shall not apply if the claim is based on a fault on the part of the PROVIDER.
- 9.3 The CUSTOMER is obliged to inform the PROVIDER immediately of any possible claims by third parties and to provide the PROVIDER with all necessary information, documents and support for the defence against the claims.
- 9.4 The exemption from liability shall not apply if the claims of third parties are based on a culpable breach by the PROVIDER or its vicarious agents.
- 9.5 The exemption from liability shall remain in force even after termination of the contractual relationship.
- 9.6 In the event of claims being asserted by third parties, the PROVIDER is entitled to inform the CUSTOMER immediately and to involve the CUSTOMER to a reasonable extent in the defence against the claims. The CUSTOMER is obliged to support the PROVIDER to the best of its ability in the defence against the claims.
- 9.7 The exemption from liability extends to all claims asserted against the PROVIDER in connection with the use of the products and services by the CUSTOMER, including, but not

limited to, claims for infringement of copyrights, trademark rights, personal rights or data protection rights.

10. Contract term and termination

10.1 The contract is concluded for an indefinite period, unless expressly agreed otherwise.

10.2 The minimum contract period is one year.

10.3 The contract may be terminated by either party with three months' notice to the end of a calendar year, unless expressly agreed otherwise.

10.4 The right to extraordinary termination for good cause remains unaffected. Good cause shall be deemed to exist in particular if

a party breaches material contractual obligations and fails to remedy the breach within a reasonable period despite a warning;

a party becomes insolvent or insolvency proceedings are applied for or opened against its assets;

the PROVIDER is unable or unreasonably hindered in providing its services for a period of more than six months for reasons for which he is not responsible.

10.5 Notice of termination must be given in text form as stipulated in section 126 b (§ 126 b) of the German Civil Code (BGB). From an authorized source.

10.6 Upon termination of the contract, the rights of use granted to the CUSTOMER to the PROVIDER's products and services shall expire. The CUSTOMER shall delete or return to the PROVIDER all copies, documents and data relating to the PROVIDER's products and services.

11. Data protection and usage

11.1 The PROVIDER undertakes to treat the personal data of the CUSTOMER and its end CUSTOMERS, which are collected, processed or used in the course of the execution of the contract, in accordance with the applicable data protection regulations.

11.2 The PROVIDER shall only use the personal data of the CUSTOMER and its end CUSTOMERS for the purpose of fulfilling the contract and shall not pass it on to third parties unless this is necessary for the provision of the services or is required by law.

11.3 The PROVIDER shall take appropriate technical and organizational measures to protect the personal data of the CUSTOMER and its end CUSTOMERS from unauthorized access, loss, destruction or manipulation.

11.4 Upon request, the PROVIDER shall provide the CUSTOMER with information about the personal data stored by him and correct, block or delete this data if this is legally possible and necessary.

- 11.5 The CUSTOMER is responsible for complying with the provisions of data protection law in relation to its end CUSTOMERS. In particular, the CUSTOMER shall obtain the necessary consents, guarantee the rights of data subjects and fulfill the information obligations.
- 11.6 The CUSTOMER shall indemnify the PROVIDER against all third-party claims based on a breach of data protection regulations by the CUSTOMER.
- 11.7 The CUSTOMER is exclusively accountable for ensuring that all data complies with relevant laws and regulations, including but not limited to Applicable Privacy and Data Protection Laws. This responsibility encompasses obtaining all requisite consents and licenses from third parties for the collection, processing, use, and storage of data, including any processing or use by the PROVIDER in connection with the Services. The CUSTOMER acknowledges and agrees that the PROVIDER bears no responsibility for any loss or damage resulting from the CUSTOMER's non-compliance with this clause.
- 11.8 The CUSTOMER commits to taking reasonable measures to safeguard the integrity of all data and prevent any substantial corruption or loss of such data., or as expressly stipulated in these Terms, the PROVIDER will, under no circumstances, assume responsibility or liability for any loss of data. Furthermore, the PROVIDER will not be held accountable for any consequential loss or other indirect or special damages suffered by the CUSTOMER or any third party regarding any data or content that is lost, damaged, or corrupted.
- 11.9 The CUSTOMER hereby grants the PROVIDER an irrevocable, non-exclusive, royalty-free, perpetual, sub-licensable, worldwide license to use, modify, adapt, or authorize the use, modification, or adaptation of any data to the extent necessary for providing services to the CUSTOMER under these Terms. The PROVIDER may also use, modify, or adapt the data on behalf of the CUSTOMER.
- 11.10 The CUSTOMER affirms and guarantees that it owns or has obtained all the required rights to grant the PROVIDER the license to the data. By submitting or causing the submission of data to the PROVIDER through the service, the CUSTOMER acknowledges and agrees that the PROVIDER may generate its own ideas, which could be similar or identical to the data submitted. The CUSTOMER accepts that there will be no recourse against the PROVIDER for any alleged or actual infringement or misappropriation of proprietary or other rights in the data submitted.
- 11.11 The PROVIDER shall have full ownership rights, title, and interest in any anonymized, aggregated data derived from the CUSTOMER's use of the services or products (Usage Data).

12. Supplementary Agreements

- 12.1 These GENERAL TERMS AND CONDITIONS may be part of supplementary agreements (Framework Agreement or Offer Sheet (but not limited to)) between the PROVIDER and the CUSTOMER, which regulates the General Terms and Conditions for the use of the PROVIDER's products and services.
- 12.2 Supplementary agreements (e.g. Framework Agreement or Offer Sheet (but not limited to)) that supplement or modify this General Terms and Conditions may be concluded for the

individual products and services that the CUSTOMER purchases from the PROVIDER. These agreements must be in writing and are only effective if they are signed by both parties.

13. Ranking

- 13.1 In the event of a contradiction between the General Terms and Conditions and supplementary agreements of the PROVIDER, the provisions of the supplementary agreements shall take precedence.
- 13.2 If the supplementary agreements consist of annexes, appendices or attachments, these documents shall take precedence over the actual supplementary agreements and the General Terms and Conditions.

14. Contractual penalty

- 14.1 In the event that the CUSTOMER culpably breaches one of his contractual obligations(e.g. concealment of insolvency, disclosure of data to third parties or competitors, unauthorized forwarding of data to the PROVIDER that requires the consent of third parties), he undertakes to pay the PROVIDER a contractual penalty of 0.3% of the net invoice amount per working day of the breach of contract, up to a maximum of 5% of the net invoice amount.
- 14.2 The PROVIDER reserves the right to assert further claims for damages. The contractual penalty shall be set off against such a claim for damages, but shall continue to apply in addition to performance.
- 14.3 The PROVIDER is entitled to demand the contractual penalty in addition to fulfilment.
- 14.4 The contractual penalty must be paid within 14 days. The request for payment can be made by the PROVIDER in the form of a judgement, invoice or similar.
- 14.5 The CUSTOMER reserves the right to contest the contractual penalty if he can prove that the breach of contract is not attributable to his fault or that the PROVIDER has suffered no or less damage.

15. Confidentiality

- 15.1 The parties undertake to treat as confidential all information, data and documents which they receive from the other party in the course of performing the contract or which otherwise become known to them and to use them only for the contractually agreed purposes.
- 15.2 The confidentiality obligation does not apply to such information, data or documents that
 - were generally known or accessible at the time of disclosure or become generally known or accessible thereafter without breach of this agreement;
 - were lawfully obtained by the disclosing party from a third party who is not bound by a corresponding confidentiality obligation;
 - were independently developed or discovered by the disclosing party without access to the other party's confidential information, data or documents;

must be disclosed due to a legal obligation or an official or court order, provided that the disclosing party informs the other party in advance and gives it the opportunity to object to the disclosure.

- 15.3 The parties shall only make the confidential information, data and documents accessible to their employees, consultants or vicarious agents who require them for the fulfillment of the contract and who are also bound by a corresponding confidentiality obligation.
- 15.4 The parties shall adequately protect the confidential information, data and documents from access, use or duplication by unauthorized third parties.
- 15.5 The parties shall return or destroy the confidential information, data and documents immediately at the request of the other party, unless they are required to fulfill their contractual obligations or must be retained by law.
- 15.6 The confidentiality obligation extends over the entire term of the contract and remains in force even after termination of the contractual relationship.
- 15.7 In the event of a breach of the confidentiality obligation, the breaching party shall be entitled to injunctive relief and damages in accordance with the statutory provisions. The infringing party shall indemnify the infringed party against all third-party claims based on a breach of the confidentiality obligation.

16. Final provisions

- 16.1 Amendments or additions to this agreement must be made in writing. This also applies to the revocation or amendment of this written form clause itself. Transmission by e-mail shall be sufficient to comply with the written form requirement, unless otherwise stipulated in these GENERAL TERMS AND CONDITIONS.
- 16.2 The invalidity or unenforceability of individual provisions of this contract shall not affect the validity of the remainder of the contract. The invalid or unenforceable provisions shall be replaced by a provision that comes closest to the economic sense and purpose of the invalid or unenforceable provisions.
- 16.3 The law of the Federal Republic of Germany shall apply to this contract. The application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.
- 16.4 The place of jurisdiction for all disputes arising from or in connection with this contract is Hanover, insofar as the CUSTOMER is a merchant, a legal entity under public law or a special fund under public law. However, the PROVIDER is also entitled to sue the CUSTOMER at his general place of jurisdiction.
- 16.5 The PROVIDER may refer to the business relationship with the CUSTOMER in its marketing and advertising materials, provided the CUSTOMER has given its prior written consent.

- 16.6 All notifications and declarations required under this contract must be made in writing. Transmission by e-mail shall suffice to comply with the written form requirement, unless otherwise stipulated in these GENERAL TERMS AND CONDITIONS.
- 16.7 The PROVIDER reserves the right to amend these GENERAL TERMS AND CONDITIONS at any time with effect for the future if this becomes necessary due to changes in the legal situation, supreme court rulings or market conditions. The amended GENERAL TERMS AND CONDITIONS shall be sent to the CUSTOMER in writing at least four weeks before they come into force. If the CUSTOMER does not object to the amended GENERAL TERMS AND CONDITIONS within four weeks of receipt of the notification, the amended GENERAL TERMS AND CONDITIONS shall be deemed to have been accepted. The PROVIDER shall specifically inform the CUSTOMER of this consequence in the notification.
- 16.8 The CUSTOMER may only offset claims of the PROVIDER with undisputed or legally established counterclaims.
- 16.9 The CUSTOMER may only exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.
- 16.10 The contract language is English.
- 16.11 The CUSTOMER is obliged to keep his contact details, in particular his email address and postal address, up to date. Messages sent to the last known contact details shall be deemed to have been received.
- 16.12 The PROVIDER is entitled to transfer its rights and obligations under this contract in whole or in part to affiliated companies or third parties. The PROVIDER shall inform the CUSTOMER of such a transfer in advance and give the CUSTOMER the opportunity to object to the transfer within a reasonable period of time.
- 16.13 The PROVIDER is generally free to relocate or change the place of performance.
- 16.14 The CUSTOMER acknowledges that software and other technologies used by the PROVIDER to provide services may be subject to export control laws and regulations. The CUSTOMER undertakes to comply with all applicable export control laws and regulations.
- 16.15 The Framework Agreement, Offer Sheet and in particular its annexes, appendices or other attachments, including these GENERAL TERMS AND CONDITIONS, constitute the entire agreement between the parties on the subject matter of the contract and supersede all previous written or oral agreements between the parties. The entire agreement may consist of various constellations of the aforementioned documents. It is not binding that a contract between the parties contains all the documents mentioned herein.
- 16.16 If the CUSTOMER has also received a similar document in another language in addition to the English GENERAL TERMS AND CONDITIONS, the document in English shall take precedence. This shall also apply to all other documents provided in English.

Effective date: May 13th 2024